

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

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Neva J. Corkrum, Chairman; Frank H. Brock, Member; and Mary Withers, Clerk to the Board. Bob Koch, Chair Pro Tem, was absent on personal business. Fred Bowen, County Administrator, was absent attending the Preservation Action Annual Meeting and Lobby Day in Washington, D.C.

**LOBBYIST**

Lobbyist Jim Potts discussed current legislative issues with the Board via conference call.

**HUMAN RESOURCES DIRECTOR**

Human Resources Director Rosie H. Rumsey met with the Board.

**Classification Review: Bilingual Election Coordinator**

The Board had earlier approved a new two-year grant position in the Auditor's office for bilingual election coordinator. It had not gone through the Classification Review Committee. Auditor Zona Lenhart asked that the position be sent through the Classification Review Committee and the bargaining group. It was reviewed by both and recommended for approval. If additional funding is available, Ms. Lenhart wants to continue the position. The position is at Grade 35 Step 1.

**Motion** – Mr. Brock: I move for approval of the grade classification. Second by Mrs. Corkrum. 2:0 vote in favor.

**Classification Review: Deputy Clerk in County Clerk's Office**

The person hired as a deputy clerk in the Clerk's Office has worked for Benton County for more than 20 years and had retired. She chose to return to work. She applied and was hired for this position. County Clerk Mike Killian recommended placement at Grade 33 Step 3. The Classification Review Committee approved the request.

Mr. Killian has asked to have the placement retroactive to the hire date of February 1.

**Motion** – Mr. Brock: I move we hire Pamela Sexton at the Clerk's Office at Grade 33 Step 3 with a hire date of February 1. Second by Mrs. Corkrum. 2:0 vote in favor.

(Exhibit 1)

**INFORMATION SERVICES (IS)**

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IS Secretary Toni Fulton and Network Manager Travis Amundson met with the Board.

Inventory and Asset Control

Ms. Fulton said we are trying to streamline inventory and asset control. We need to eliminate things we're doing now that aren't necessary. We're currently tracking mice, keyboards, external speakers, and other things that are almost disposable. They're cheap and easily replaceable. The state auditor doesn't require anything under a \$500 value to be tracked. Ms. Fulton has contacted other similar departments and found they do not track such items. It adds way too much to the workload.

Mr. Amundson said there are approximately 280 computers, each with a keyboard, mouse and set of speakers. As flat panel screens are integrated into the county computer system, the speakers are meant for that specific model so they are installed with the monitor, not placed externally.

Ms. Fulton asked for Board approval to eliminate the continuous tracking of the small items including mice, keyboards and external speakers. In the past, the Board had required the tracking to include such items. IS will continue to track software and hardware and continue with the computer replacement program.

Public Works has its own auditing and inventory system. Ms. Fulton asked if IS should continue to track and monitor Public Works equipment as well. The Board asked have you been? Ms. Fulton said not completely.

Mr. Amundsen talked about high risk items such as USB portable memory sticks which cost from \$20 to \$50 and digital cameras. IS will not order the USB portable memory sticks for other departments because it is a high risk item. Each department head will handle these items internally using their own budget and their own internal controls. Many departments are already doing this.

A resolution will be prepared for the consent agenda.

**TREASURER**

Treasurer Tiffany Coffland met with the Board.

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Public Hearing: Creating a Tax Refund Fund, #105-000-001, and Increasing the Revenue and Expenditure Bottom Line of the 2006 Miscellaneous Budget by \$150,000

Public Hearing convened at 9:45 a.m. Present: Commissioners Corkrum and Brock; Treasurer Tiffany Coffland; and Clerk to the Board Mary Withers. No one was present in the audience.

Ms. Coffland said QWest has a judgment against the county and some junior taxing districts. Each junior taxing district will put money into the account to pay the judgment. In 2007 a refund levy will be added to the taxes so the taxing districts can collect the money back that they have paid to satisfy the judgment. The county owes \$25,390 of the judgment.

No one was present in the audience to comment.

**Motion** – Mr. Brock: I move for approval of Resolution 2006-138 as specified. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 2)

Department Update

Ms. Coffland gave the Board an update on handling of distraint proceedings to collect overdue personal property taxes.

TerraScan will pay for Ms. Coffland to travel to Nebraska to learn about their computer software system that the Assessor and Treasurer use.

Some software is being developed to handle real estate excise tax electronically. It will expedite the process for title companies. It will also eliminate duplication of work in the county departments

**PLANNING AND DEVELOPMENT DEPARTMENT**

Planning Director Jerrod MacPherson met with the Board.

City of Connell and Department of Corrections

Mr. MacPherson met with City of Connell and Department of Corrections people on Friday regarding having the county do building inspection services for the prison construction project. The legislature passed an additional \$15 million to increase the new prison size from 1200 beds to almost 1800 beds. They want to do it under the same time frame. Mr. MacPherson said the revenue the county would generate is now up to

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\$675,000 to provide this service over a two-year period. The conceptual plans are a little overwhelming. One inspector will not be enough. They will have 300 to 400 people working this project every day. Department of Corrections (DOC) will provide a construction trailer, power and phone at no cost to the county. The county will pay for two inspectors, vehicles or mileage, computers and so forth. Mrs. Corkrum asked if the vehicles will be parked all day at the site. Mr. MacPherson said yes. He said the two inspectors could carpool sometimes but not always. Mrs. Corkrum feels paying mileage would be better than providing county vehicles for the two inspectors.

**Executive Session** at 10:05 a.m. regarding personnel expected to last two minutes.

**Open Session** at 10:06 a.m.

Mr. MacPherson talked with the Board about how the Planning Department will prepare to handle the staff workload during the prison construction work.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

**Consent Agenda**

**Motion** - Mr. Brock: I move for approval of the consent agenda as follows:

1. Approval of **joint Resolution 2006-139** 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 Karyn Oldfield, Attorney at Law, to provide legal representation to Juvenile Drug Court for a term commencing January 1, 2006 through December 31, 2006. (Exhibit 3)
2. Approval of **Resolution 2006-140** reappointing Jan Dorman to serve on the Franklin County Board of Equalization for a fourth three-year term, with said term expiring April 30, 2009. (Exhibit 4)
3. Approval of **Resolution 2006-141** authorizing the Planning/Building Department to purchase a Kodak digital camera from Costco in an amount not to exceed \$350, to be paid from the Planning & Building Budget, Planning Department, Number 001-000-130, line item 558.10.31.0000 (Office & Operating Supplies). (Exhibit 5)

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4. Approval of **joint Resolution 2006-142** in the matter of appointing Jayne Poulos to the Mental Health Advisory Board to represent Benton and Franklin Counties, with said term expiring December 31, 2008. (Exhibit 6)
5. Approval of **Resolution 2006-143** for an amendment between Enterprise for Progress in the Community (EPIC) and Benton-Franklin Counties to provide substance abuse prevention treatment services to the youth (by hiring a Hispanic Outreach Coordinator to enhance the Mentoring Partnership and Strengthening Family Programs) for the 2005-07 biennium, Amendment #0507-PREV-EPIC-1, effective July 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 7)
6. Approval of **Resolution 2006-144** for the contract amendment for residential substance abuse treatment services between the State of Washington Department of Corrections and Benton and Franklin Counties' Department of Human Services, Contract #COCO5508-4, effective October 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 8)
7. Approval of **Resolution 2006-145** for the program agreement between the Greater Columbia Behavioral Health and Benton and Franklin Counties' Department of Human Services, amendment #BEN/FRP-05/06-02, effective March 1, 2006 through August 31, 2006, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 9)
8. Approval of ***Out-of-State Travel Request*** for Steve Lowe to attend the National District Attorneys Association (NDAA) Board Meeting, April 5-9, 2006 in San Diego, California, for an estimated expense of \$380.00. (Exhibit 10)
9. Approval of **Resolution 2006-146** authorizing Information Services to purchase two Dell laptop computers and Microsoft Office 2003 Pro, one for the Clerk's Office and one for the Prosecutor's Office, utilizing funds from the 2006 Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware), at a cost not to exceed \$3,300. (Exhibit 11)
10. Approval of County Road Fund payroll in the amount of \$65,516.92 and Motor Vehicle Fund payroll in the amount of \$10,959.30 for pay period ending March 9, 2006 (includes retroactive pay for bargaining and non-bargaining employees).

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

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Vouchers/Warrants

**Motion** – Mr. Brock: I move for the approval of vouchers as listed: Law Library warrant 937 for \$4,114.87; Franklin County Enhanced 911 warrants 1123 through 1126 for \$275,727.67; Jail Commissary warrants 2169 through 2173 for \$5,857.48; Election Equipment warrants 313 through 316 for \$2,776.48; TRAC warrants 9246 through 9276 for \$22,700.90; Franklin County RV Facility warrants 225 through 227 for \$400.19; and Current Expense warrants 49687 through 49712 for \$8,750.02; Current Expense warrants 49713 through 49784 for \$21,407.41; Current Expense warrants 49785 through 49930 for \$6522.10; Veteran's Assistance warrants 1273 and 1274 for \$720.00; Current Expense warrants 49931 through 49945 for \$18,528.20; and Auditor O&M warrant 363 for \$37.03; for a total of \$367,542.35. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit )

**Motion** – Mr. Brock: I move for approval of payment of salary clearing warrants: warrant 39635 through 39745 for \$161,376.95; warrants 39746 through 39752 for \$49,465.58; and Direct Deposit for \$231,425.03; for a total amount of \$442,267.56. Second by Mrs. Corkrum. 2:0 vote in favor.

The cover sheet also includes the following amounts:

Emergency Management payroll warrants 7813 through 7819 for \$3053.98; warrants 7820 through 7823 for \$1095.87; and Direct Deposit for \$7426.27; for a total of \$11,576.12; and

Irrigation payroll warrants 11541 through 11555 for \$7296.03; and warrants 11556 through 11559 for \$960.01; for a total amount of \$8256.04.

(Exhibit 13)

**Recessed** at 10:42 a.m.

**Reconvened** at 10:46 a.m.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board. Present in audience: Dave Hopper.  
Priority Array: Paving of Gravel Roads

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The Board reviewed a resolution listing the priority array of gravel roads that are proposed to be paved using a loan from the Public Works Trust Fund (PWTF). A portion of the loan will be repaid using real estate excise tax (REET) funds.

Mr. Fife said for roads that rated the same on point totals in the priority array, the tiebreakers will be made by choosing the roads that have the most people living on them first.

Mr. Fife said we will probably pave roads in the same area together. The Public Works Department will do the design work and figure out what right-of-way is needed. If right-of-way isn't donated for a road, the project will be skipped and the next road on the list will be considered instead.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-147 as specified.

Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 14)

Mr. Fife said we will start on the work but he does not anticipate any paving will take place until 2007. Mrs. Corkrum said she was hoping it would start this year. Mr. Fife said we'll get started as far as design.

Request for Additional Step Increase – Pasco Road Crew Lead Tech

The Board said this request would be a Salary Review Committee item. Mr. Fife will present it to the committee.

Bi-Monthly Progress Reports

The Board reviewed the Bi-Monthly Progress Report.

Chiawana Park

Mr. Fife said he understands that the City of Pasco is considering signing a one-year agreement with the Corps of Engineers to handle Chiawana Park. The city does not currently have ongoing funding available. They do plan to sign a long-term lease after knowing more of the costs.

Mr. Fife said the Corps of Engineers is satisfied with the condition of Chiawana Park after a final walk-through to inspect the park with the county staff.

**HUMAN SERVICES (HS)**

HS Director Dave Hopper met with the Board for a department update.



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Chemical Dependency

Benton County has approved a job reclassification for Substance Abuse Treatment/Prevention Program Specialist. The position initially had been put on a Grade 11. Other prevention program specialists are at Grade 12. Mr. Hopper described the work that is being done by the staff person. The change is about \$50 per month. Mr. Hopper asked for Board approval.

Mr. Brock asked Mr. Hopper to have the Franklin County Salary Review Committee review the request. Mrs. Corkrum said if it is approved, it can be done retroactively. Mr. Hopper said he was not considering having it done retroactively but to take effect on April 1.

Mental Health

Mental Health Advisory Board: Mr. Hopper told the Board about consumer positions on the Mental Health Advisory Board.

Children's Stabilization Bed: The children's stabilization bed has not been available often enough so work is being done with Walla Walla County to create a second bed. Mr. Hopper told the Board about when the bed is used and why and the associated costs.

Mental health for jail inmates: Yakima County pulls \$5 per day off their jail rate and contracts with a mental health provider for on-site staff to provide full-time staffing. They are not using public contracts. They also have a grant. Mr. Hopper has contacted a company that can do a mapping exercise and provide technical assistance to find out about the possibility of implementing a similar system in Benton County. Some Franklin County people will be invited to sit in on the project so see if it would be helpful for Franklin County also.

Review of Human Services by Ann Strode: Benton County Commissioner Max Benitz is considering holding a workshop session to review Ann Strode's report. The Franklin County Board said they would not be interested in attending the workshop. Mr. Hopper is willing to talk to the Board about any questions they have. Portions of Ann Strode's report were reviewed briefly.



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Developmental Disabilities

The Human Services Department is working with providers to change fee schedules for state-only clients from hourly to monthly. Mr. Hopper said we will be able to serve a few more people and it will be easier accounting. We still will have accountability where we are getting something for our money.

**Adjourned** at 11:41 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 15, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed March 20, 2006.

**CHANGE OF STATUS**

Please enter the following change(s) as of:

02/01/2006

Name Pamela Sexton

Employee payroll # SEX100

Social Security #

**FROM****TO**

Job Title

DEPUTY CLERK

DEPUTY CLERK

Dept # &amp; Title

001.000.160

100.000.160

Budget Line Item #

512.30.10.120

512.30.10.120

Grade - Step / Hourly Rate

G-33 S-1  
Monthly \$2,168  
Semi Mo. \$1,084G-33 S-3  
Monthly \$2,278  
Semi-Mo. \$1,139**REASON FOR CHANGE:**☒ Hired☒ Regular Full Time☐ Temporary Full Time☐ Regular Part Time☐ Temporary Part Time☐ Seasonal☐ Rehire☐ Promotion☐ Demotion☐ Transfer☐ Length of Service Increase☐ Merit Increase☐ Re-evaluation of Existing Job☐ Resignation☐ Retirement☐ Layoff☐ Discharge☐ Leave of Absence to:☐ Family Leave☐ L&I Leave

Date

Other reason or explanation: Classification Review performed March 9, 2006. Classification Review

Committee concurs with Elected Official's recommendation of a step increase from G-33 S-1 to G-33 S-3.

As it is not very often we are able to hire an applicant with as many years of training within the same field of work. Ms. Sexton worked for Benton County Clerk's Office for 20 years.

Authorized by:



Approved by:

Reviewed by Human Resources Department:

Initial /Date

ORIGINAL-HUMAN RESOURCES YELLOW-PAYROLL WORKSHEET PINK-DEPT HEAD GOLD-EMPLOYEE

Revised 6/2002

**FRANKLIN COUNTY RESOLUTION NO. 2006 138**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY  
WASHINGTON

**RE: ESTABLISHING THE FRANKLIN COUNTY TAX REFUND FUND, NUMBER  
105-000-001**

**WHEREAS**, Franklin County is required to pay final judgments against the county for taxes unlawfully collected, pursuant to RCW 84.68.030; and

**WHEREAS**, creating the County Tax Refund Fund will allow the County to levy an amount equal to the judgment amount, statutory interest, and costs where allowed; and

**WHEREAS**, said levy shall ensure that each impacted taxing authority shall contribute its equitable share of the final judgment, statutory interest and costs where allowed; and

**WHEREAS**, a public hearing was held March 13, 2006, to take testimony for and against creating a County Tax Refund Fund and increasing the revenue and expenditure bottom line of the 2006 Miscellaneous Budget by \$150,000; and

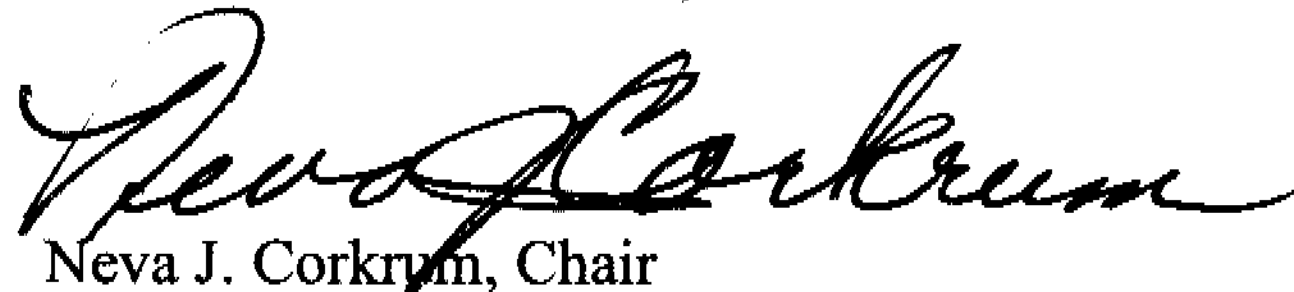
**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves establishing Franklin County Tax Refund Fund, Number 105-000-001, in the 2006 Miscellaneous Budget, and approves increasing the revenue and expenditure bottom line of the 2006 Miscellaneous Budget by \$150,000, as identified on the attached.

**BE IT FURTHER RESOLVED** the Treasurer shall have responsibility for all aspects of the fund.

**APPROVED** this 13<sup>th</sup> day of March 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

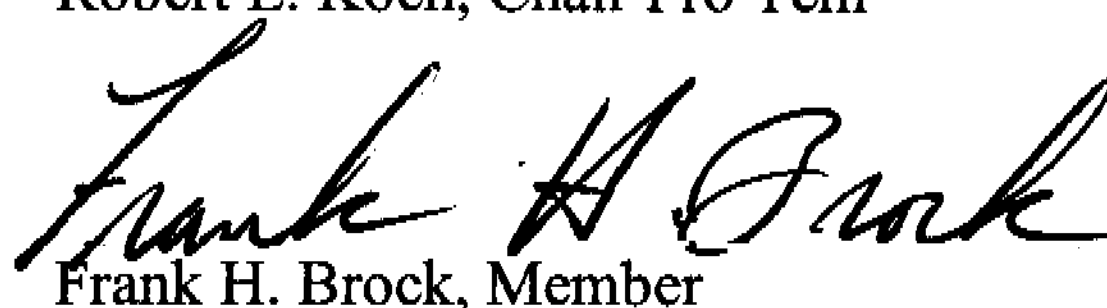
  
Neva J. Corkrum, Chair

ABSENT

Attest:

Robert E. Koch, Chair Pro Tem

  
Clerk of the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Treasurer

cc: Accounting

Miscellaneous Budget  
Fund: 105-000-001  
Franklin County Tax Refund Fund

## Expenditures:

588.80.00.0000	Qwest Judgement	\$ 150,000.00
	Total Expenditure	\$ 150,000.00

## Revenue:

311.10.00.0000		\$ 5,389.91
311.10.00.0003	Cemetary #2	\$ 4.26
311.10.00.0004	Mesa	\$ 8.69
311.10.00.0005	Pasco	\$ 22,917.27
311.10.00.0006	Hospital 1	\$ 113.77
311.10.00.0007	Library	\$ 927.69
311.10.00.0008	Port of Pasco	\$ 4,036.18
311.10.00.0009	Fire 1	\$ 167.13
311.10.00.0010	Fire 2	\$ 29.23
311.10.00.0011	Fire 3	\$ 2,209.33
311.10.00.0012	Fire 4	\$ 32.05
311.10.00.0013	School #1	\$ 59,376.31
311.10.00.0014	School #51	\$ 1,080.99
311.10.00.0015	School #55	\$ 278.98
311.10.00.0016	County	\$ 25,390.75
311.10.00.0017	State School	\$ 28,037.44
	<b>Total 311.10</b>	<b>\$ 150,000.00</b>

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

06 117

FRANKLIN COUNTY RESOLUTION NO.

2006 139

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 KARYN OLDFIELD, ATTORNEY AT LAW, 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 Karyn Oldfield, Attorney at Law, 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 27<sup>th</sup> day of February 2006  
BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

CLAUDE L. OLIVER - ABSENT

Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

  
Clerk of the Board

DATED this 6<sup>th</sup> day of March 2006  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

ABSENT

Chairman Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

  
Clerk of the Board

- C. The Counties have received funds to conduct and sustain a Juvenile Drug Court in Benton and Franklin Counties and the Contractor desires to participate in the Juvenile Drug Court program.
- D. The Contractor is engaged in the private practice of law and intends to devote a portion of that practice to representation of individuals in Juvenile Drug Court proceedings.
- E. The Contractor is admitted to practice law in the State of Washington, has been actively engaged in the practice of law for a minimum of one (1) year prior to January 1, 2006, and has had practical experience in criminal law.
- F. The Contractor shall represent in a professional manner all juveniles charged with felonies, misdemeanors, or gross misdemeanors in the Juvenile Division of Benton County and Franklin County Superior Courts who have been referred by the Prosecuting Attorney for the Juvenile Drug Court program and for whose representation he/she is appointed pursuant to the guidelines of the Juvenile Drug Court program. Such representation shall include preparation and appearances in all phases of court proceedings including arraignments, pretrial hearings, motions, trial and sentencing.
- G. The types of cases for which the Contractor is to provide counsel shall be limited to any and all cases referred to the Juvenile Drug Court program, including juveniles who are terminated from the program until they are assigned to a different defense attorney. These may include, but are not limited to, criminal proceedings filed in the Juvenile Division of Superior Court and not covered specifically by another contract or not the responsibility of another governmental entity, diversion referrals, revocations and modifications of probation proceedings, financial responsibility/contempt of court proceedings on underlying criminal cases, all such cases returned to the Juvenile Division of Superior Court from any higher court, team staffing, weekly drug court hearings and any other matter in the Juvenile Drug Court program for which publicly provided counsel for a person is required by law. The Contractor's duties shall also include the preparation and filing of all pleadings necessary to perfect an appeal to a court higher than the Juvenile Division of Superior Court and representation of an appellant until appointment of counsel is made only on matters related to drug court when so appointed by the Court.
- H. The Contractor agrees to fully participate in the Juvenile Drug Court program. This participation and representation may include, but not limited to, participation and attendance in meetings with Juvenile Drug Court staff, youth, and the Court; discussion with the juvenile and juvenile's family of the drug court program and option; discussions with the juvenile of legal rights associated with the program; monitoring sanctions imposed by the Court to ensure sanctions are within the parameters of the Juvenile Drug Court program; voting whether to terminate a juvenile from the program; representation of the juvenile at all future hearings if the juvenile is terminated from the Juvenile Drug Court program until the juvenile is assigned to a different defense attorney.



- C. In the event that additional State grant dollars allow the Juvenile Drug Court program to increase capacity, the parties agree to renegotiate Section 4.A. and 4.B, above.
- D. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- E. Vendor warrants for compensation will be available for pick-up or mailing in the Prosser office of the Benton County Auditor on the last working day of each month during the contract term.
- 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. 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.

- (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 address:

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 determines, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all cost 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

- 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 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 Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

### **C. Revocation of License**

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 County, 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

AGENDA ITEM: Consent

MEETING DATE: B/C 02-27-06 F/C 03-06-06

SUBJECT: Personal Service Contract with  
Karyn Oldfield for Juvenile Drug Court

Prepared By: Kathryn M. Phillips

Reviewed By: Sharon Paradis

## TYPE OF ACTION NEEDED

Executive Contract xxPass Resolution xx

Pass Ordinance

Pass Motion

Other

CONSENT AGENDA xx

PUBLIC HEARING

1ST DISCUSSION

2ND DISCUSSION

OTHER

## BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center has contracted with Karyn Oldfield for several years to provide legal representation for juveniles in the Benton and Franklin County Superior Courts, Juvenile Division, Juvenile Drug Court. Both Benton and Franklin County Boards of Commissioners approved 50% of the budget request for Juvenile Drug Court funding.

## SUMMARY

The decision was made to operate the Juvenile Drug Court for a full year at 50% capacity instead of six months at 100% capacity. Ms. Oldfield will continue her role as defense panel attorney for the Juvenile Drug Court from January 1, 2006 through December 31, 2006.

## RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between Karyn Oldfield and Benton-Franklin Counties Juvenile Justice Center for legal representation to the Benton-Franklin Counties Superior Court, Juvenile Division, Juvenile Drug Court.

## FISCAL IMPACT

These are incorporated in the 2006 Juvenile Court's budget.

## MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service agreement amendment with Karyn Oldfield for the period terminating on December 31, 2006.



**FRANKLIN COUNTY RESOLUTION NO. 2006 140**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: REAPPOINTING JAN DORMAN TO THE FRANKLIN COUNTY BOARD  
OF EQUALIZATION FOR A TERM EXPIRING APRIL 30, 2009**

**WHEREAS**, Jan Dorman's position on the Board of Equalization is due to expire  
April 30, 2006; and

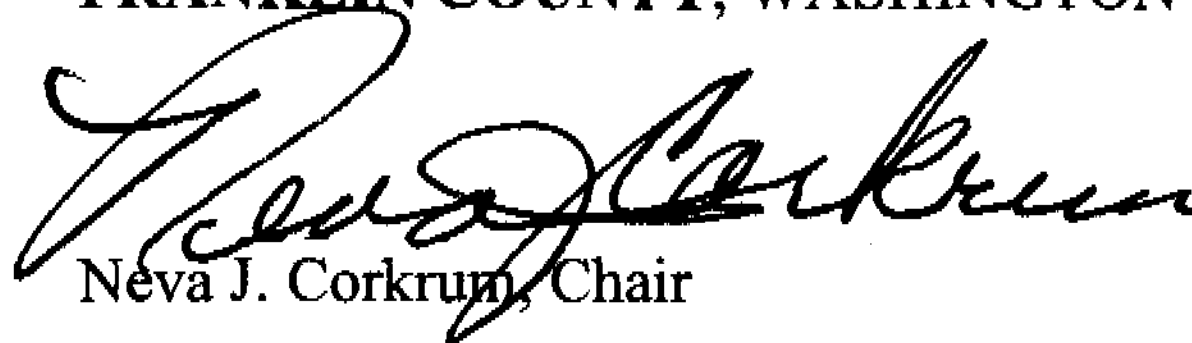
**WHEREAS**, Ms. Dorman has expressed a desire and willingness to continue to serve as  
a member of the Franklin County Board of Equalization; and

**WHEREAS**, the Board of Commissioners of Franklin County feels it is in the best  
interests of the County to reappoint Ms. Dorman to the Board of Equalization;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of  
Commissioners hereby reappoints Jan Dorman to serve on the Franklin County Board of  
Equalization for a fourth three-year term, with said term expiring April 30, 2009.

**APPROVED** this 13<sup>th</sup> day of March 2006.

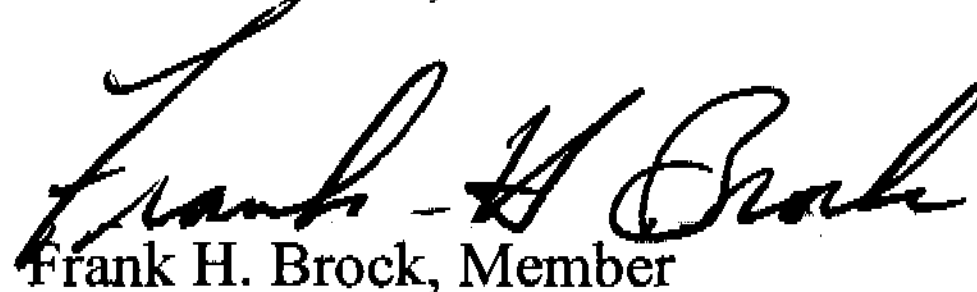
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON



Neva J. Corkrum, Chair

**ABSENT**

Robert E. Koch, Chair Pro Tem



Frank H. Brock, Member

Attest:



Mary Withers  
Clerk to the Board

Originals: Auditor  
Minutes  
Jan Dorman

cc: BOE Appointment File  
BOE Secretary



**Patricia Shults**

---

**From:** Sheri Kroodsma  
**Sent:** Tuesday, March 07, 2006 9:41 AM  
**To:** Patricia Shults  
**Subject:** BOE Appointment - Jan Dorman

Jan Dorman was appointed to the Franklin County Board of Equalization in July 1994. Her term is due to expire April 30, 2006. She is currently serving as Chairman of the Board, and is willing to continue serving for another three year term. Her knowledge and experience are tremendous assets for the BOE and she has continually met her training obligations as required by the Department of Revenue.

I recommend that Jan Dorman be appointed to serve another three year term (May 1, 2006 through April 30, 2009) on the Franklin County Board of Equalization.

Sheri Kroodsma  
Clerk, Franklin County Board of Equalization

2006 141

**FRANKLIN COUNTY RESOLUTION NO.**

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

**RE: AUTHORIZING THE PLANNING/BUILDING DEPARTMENT TO PURCHASE  
A KODAK DIGITAL CAMERA FROM COSTCO IN AN AMOUNT NOT TO  
EXCEED \$350**

**WHEREAS**, the Planning & Building Director notified the Board of the need to replace the digital camera used by the Planning and Building Department; and

**WHEREAS**, the current camera has been used extensively to take pictures of the courthouse renovation process and is recently failing to operate in a reliable fashion; and

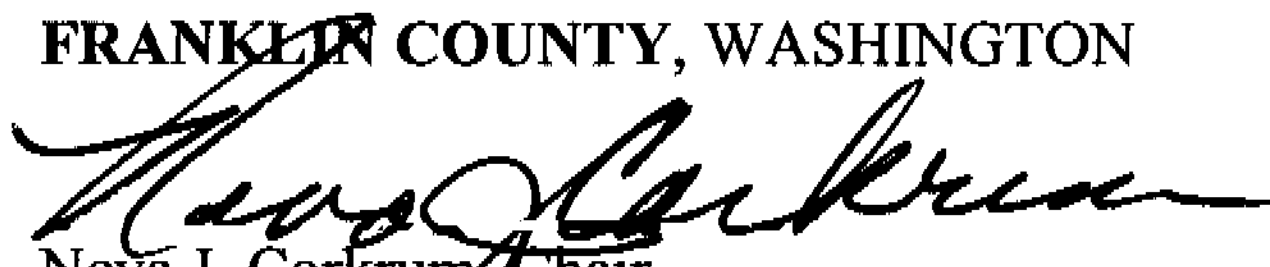
**WHEREAS**, the Director indicated a Kodak Z650 digital camera is available at Costco in the amount of \$299.99 plus tax and requests approval to purchase said camera; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorizes the Planning/Building Department to purchase a Kodak digital camera from Costco in an amount not to exceed \$350, to be paid from the Planning & Building Budget, Planning Department, Number 001-000-130, line item 558.10.31.0000 (Office & Operating Supplies).

**APPROVED** this 13<sup>th</sup> day of March 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

**ABSENT**

Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Planning/Building Department

cc: Accounting Department

next product

Kodak Z650 6.1MP 2.0"  
10x Optical 50x Total  
Movie Mode with Sound  
32MB Internal Memory

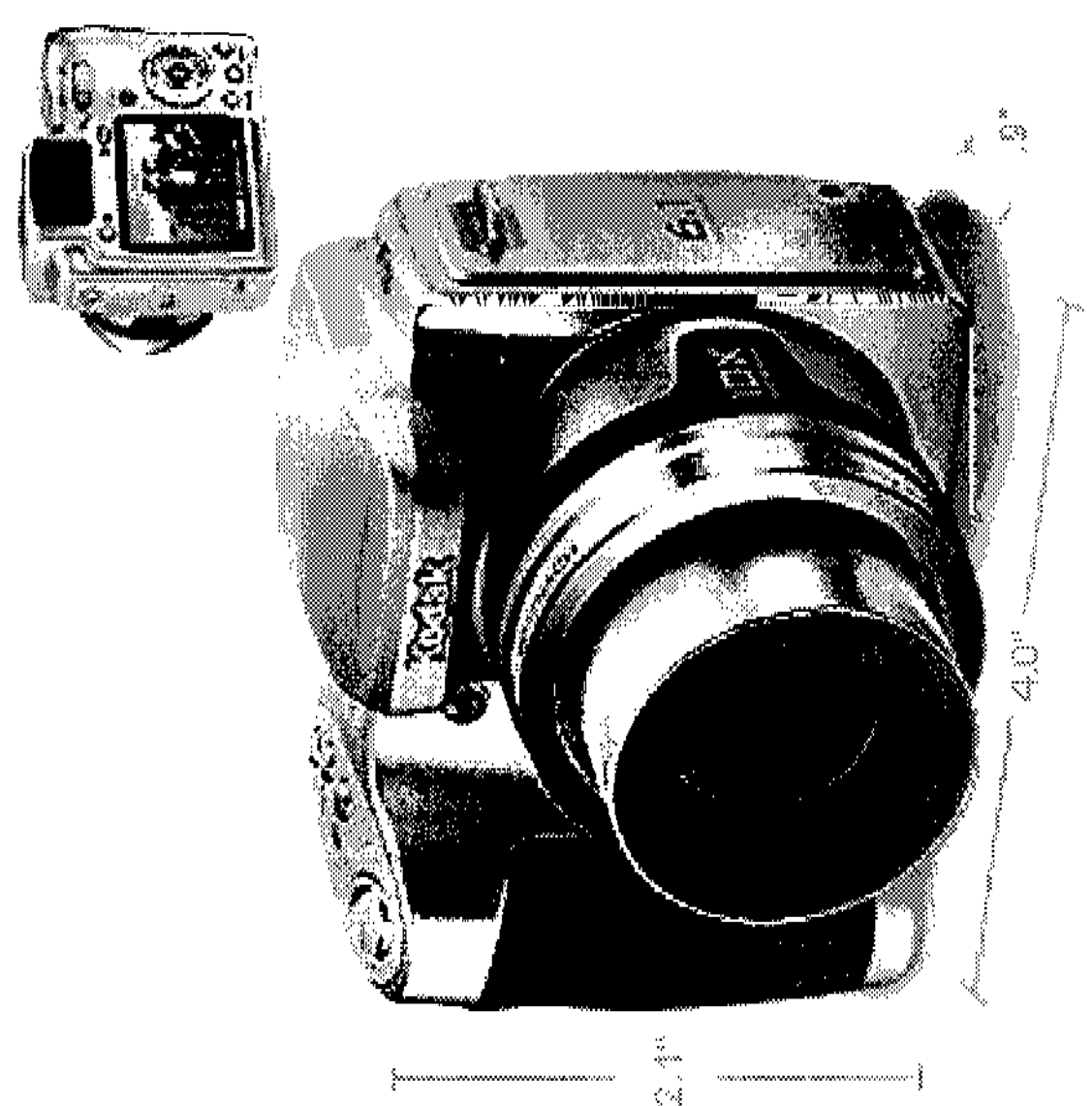
\$299.99

Item # 124709

Plus Shipping & Handling

add to cart

1



enlarge image

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With its powerful, professional-quality SCHNEIDER-KREUZNACH VARIOGON 10X optical zoom lens, 6.1MP, and the Kodak color science chip, you'll be creating art with ease. Not to mention exhilaration.

Click for Product Specification

Features and Benefits:

- SCHNEIDER-KREUZNACH VARIOGON 10X Optical Zoom Lens delivers remarkable precision

- and sharpness
- 6.1MP for unbelievable print quality up to 20 x 30 in. (50 x 75 cm)
- The exclusive KODAK Color Science Image Processing Chip delivers superior image quality for pictures that come to life just the way you remember it
- The 2.0 in. (5.0 cm) LCD and electronic viewfinder (EVF) let you arrange your subject and evaluate the details of your shot before you move on
- Capture up to 80 minutes continuous video with audio, depending upon size of external memory card; or 5, 15, 30 second clips

**What's Included:**

- Kodak EasyShare Z650 digital camera
- Accessories:
  - Kodak Lithium Digital Camera Battery
  - USB and Audio/Video Cables
  - Lens Cap
  - Lens Adapter
  - Carrying Strap
  - Kodak EasyShare Software
  - Getting Started Kit
  - Custom Camera Insert for (optional) Kodak EasyShare Camera and Printer Docks

**For product support contact Kodak at:**

Email: [diatech@kodak.com](mailto:diatech@kodak.com)

Phone: 1-800-23-KODAK

**Shipping & Terms**

Shipping will be calculated at checkout based on your ship-to location.

Standard shipping is via UPS Ground. **The estimated delivery time will be approximately 7 - 10 business days from the time of order.**


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EXHIBIT 6  
JOINT RESOLUTION

March 13, 2006

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

06 163

BENTON COUNTY RESOLUTION NO.

FRANKLIN COUNTY RESOLUTION NO.

2006 142

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

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

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

WHEREAS, two vacancies exist on the Board with the resignations from Tim Jackson and Dick Cooley; and

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

BE IT RESOLVED that Jayne Poulos, residing at 507 N. 4<sup>th</sup> Avenue, Apt. #206, Pasco, WA 99301, be hereby appointed to fill Tim Jackson's position on the Benton-Franklin Counties' Mental Health Advisory Board for a term of appointment that will expire on December 31, 2008.

DATED: 3-20-06

Chairman of the Board

Member

Member

Constituting the Board of County  
Commissioners of Benton County, Washington

Attest:

Clerk of the Board

DATED: March 13, 2006

Chairman of the Board

Member

Member

Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest:

Clerk of the Board

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

cc: Jayne Poulos

Carey

EXHIBIT 6  
**FRANKLIN COUNTY**  
**ACTION SUMMARY COVER SHEET**

March 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 to	Pass Resolution	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Mental Health Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 <sup>st</sup> Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 <sup>nd</sup> Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

The Counties' Mental Health Advisory Board (MHAB) is a nine member board which reviews mental health treatment programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

**SUMMARY**

Tim Jackson and Dick Cooley has resigned from the Board in January. Jayne Poulos has expressed interest in being appointed to the Mental Health Advisory Board. Ms. Poulos would fill Tim Jackson's position on the Board.

**RECOMMENDATION**

Sign the Joint Resolution to appoint Jayne Poulos to a term which will expire December 31, 2008.

**FISCAL IMPACT**

There is no fiscal impact. These are voluntary positions.

**MOTION**

To approve signing the Joint Resolution to appoint Jayne Poulos to a term on the Mental Health Advisory Board with the term ending December 31, 2008.



**FRANKLIN COUNTY  
RESOLUTION NO. 2006 143**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AN AMENDMENT BETWEEN ENTERPRISE FOR PROGRESS IN THE  
COMMUNITY (EPIC) AND BENTON-FRANKLIN COUNTIES TO PROVIDE  
SUBSTANCE ABUSE PREVENTION TREATMENT SERVICES FOR THE 2005-07  
BIENNIUM, AMENDMENT #0507-PREV-EPIC-1**

**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 Benton-Franklin Counties Department of Human Services and EPIC is hereby approved by the Board.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0507-PREV-EPIC-1.

**APPROVED** this 13<sup>th</sup> day of MAR, 2006.

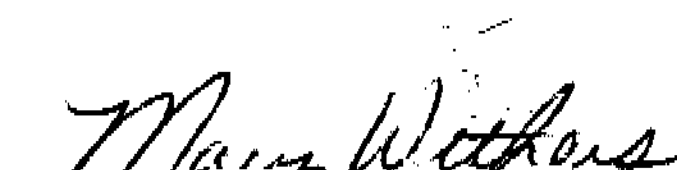
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON



Neva J. Corkrum, Chair

**ABSENT**

Attest:

  
Clerk to the Board

Robert E. Koch, Pro Tem Chair

  
Frank H. Brock, Member

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**Amendment Number: 0507-PREV-EPIC-1**

THIS AMENDMENT is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and Enterprise for Progress in the Community (EPIC), hereinafter referred to as "Contractor" at the following addresses:

## Department of Human Services Contact:

Dave Hopper, Director  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-5284

## Contractor Contact:

Raquel Foster-Rose, Youth Services Director  
Enterprise for Progress in the Community (EPIC)  
P.O. Box 9279 (2902 Castlevale Rd., Ste A)  
Yakima, WA 98909  
(509) 248-3950

For purposes of this Agreement, the Contractor is considered a:

☒ Subrecipient ☐ Vendor

CFDA Number of Federal Funds (if any):  
93.959

Agreement Start Date:

**July 1, 2005**

Agreement End Date:

**June 30, 2007**

Maximum Agreement Amount:


**\$137,000**

This amendment incorporated revisions to the following provisions. ALL OTHER TERMS AND CONDITIONS of the original Agreement, and any subsequent amendments thereto, shall remain in full force and effect.

- ☒ Payment and Reporting Provisions  
☒ Statement of Work

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

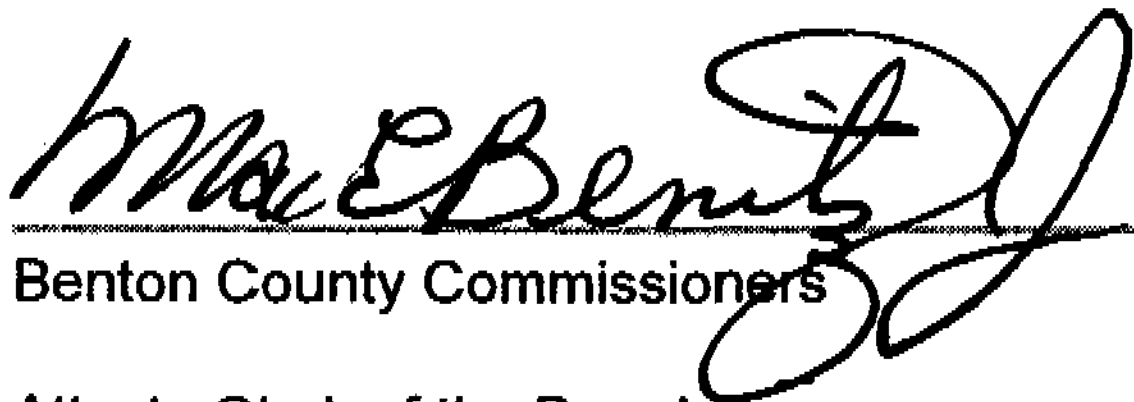
For the Contractor:

  
\_\_\_\_\_  
Director/Administrator

1/20/06  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Directors (if applicable) Date

For Benton County:

  
\_\_\_\_\_  
Benton County Commissioners

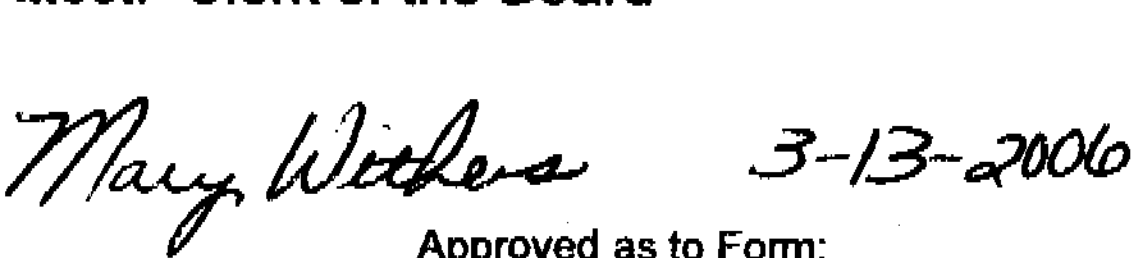
For Franklin County:

  
\_\_\_\_\_  
Franklin County Commissioners

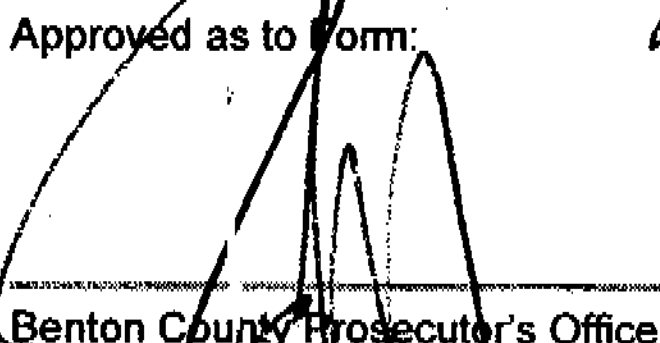
Attest: Clerk of the Board

  
\_\_\_\_\_  
Approved as to Content: 3-20-06

Attest: Clerk of the Board

  
\_\_\_\_\_  
Approved as to Form: 3-13-2006

  
\_\_\_\_\_  
Department of Human Services

  
\_\_\_\_\_  
Benton County Prosecutor's Office

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

1. **PURPOSE:** This amendment serves to add additional funding in the amount of \$37,000 to expand services as described below.
2. **AWARD:** The funding provided under this Agreement is Federal and referenced under the Catalog of Federal Domestic Assistance (CFDA) #93.959.
  - 2.1. Mentoring Project.....\$120,000
  - 2.2. Strengthening Families Project.....\$17,000
  - 2.3. **TOTAL AWARD** .....**\$137,000**
3. **BENTON/FRANKLIN MENTORING PARTNERSHIP:** The Statement of Work is amended to add the following provisions:
  - 3.1. The additional funding is for the purpose of hiring a Hispanic Outreach Coordinator to assist the Program Manager with mentor recruitment, community outreach, curricula delivery, parent/family participation and program material translation. The Hispanic Outreach coordinator will have links within the Hispanic community to recruit dependable, caring, law abiding, reliable role models who will, in turn, encourage school success.
  - 3.2. It is anticipated that an additional fifteen (15) mentor matches will be reached as a result of hiring an Outreach Coordinator.
  - 3.3. It is also anticipated that the Strengthening Families Program will be better attended by the Hispanic, monolingual population.

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	TYPE OF ACTION NEEDED
<b>Amendment with Enterprise for Progress in the Community (EPIC) #0507-PREV-EPIC-1</b> Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Agreement <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 <sup>st</sup> Discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other

### BACKGROUND INFORMATION

It is the purpose of this Amendment between the Department of Human Services and EPIC to continue to provide prevention treatment services to the youth in Benton and Franklin Counties. EPIC would like to hire a Hispanic Outreach Coordinator to enhance the Mentoring Partnership and Strengthening Family Programs.

### SUMMARY

**Award:** \$137,000

**Period:** July 1, 2005 through June 30, 2007

**Funding Source:** Division of Alcohol and Substance Abuse

### RECOMMENDATION

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

### FISCAL IMPACT

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve Amendment #0507-PREV-EPIC-1, and to authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY  
RESOLUTION NO. 2006 144**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: CONTRACT FOR RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES  
BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS AND  
BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES,  
CONTRACT #COCO5508-4**

**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

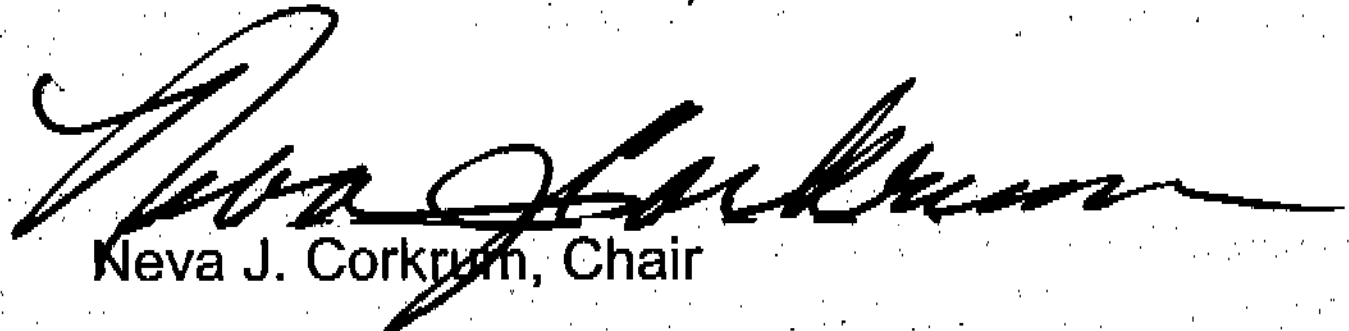
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

**NOW THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached contract between Benton-Franklin Counties Department of Human Services and the State of Washington Department of Corrections, Contract Amendment #COCO5508-4, effective October 1, 2005.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign said agreement.

**APPROVED** this 13<sup>th</sup> day of MAR, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

Attest:

**ABSENT**

Robert E. Koch, Chair Pro Tem

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

State of Washington



Department of Corrections  
Contract No. COCO5508  
Amendment No. 4

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department and Benton and Franklin Counties, doing business as Benton and Franklin Counties Assessment Center, 7207 West Deschutes Avenue, Kennewick, WA 99336, hereinafter referred to as the Contractor, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Contractor.

WHEREAS, the purpose of this contract amendment is to add tasks to the scope of work and reporting procedures.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor mutually agree as follows:

The following is added to the Scope of Work, Attachment A-1:

The contractor shall complete CD Assessments, the accompanying DOSA Examination report (Attachment C), and the Offender Confidential Release of Information (Attachment D) as per WAC 388-805 and RCW 9.94A.660. Reimbursement for these services shall not exceed \$178 for an out-of-custody examination and \$237 for an in-custody jail examination. DOSA assessments and Examination Report Summary will be provided to the sentencing court, prosecutor, defense attorney, and DOC Headquarters Chemical Dependency Unit within ten (10) business days of receipt of a valid DOSA court ordered request per the distribution list on the DOSA Exam Report Summary. DOSA Examination Reports shall be made, using a DOC provided report form (Attachment C). If the offender fails to appear for the examination appointment or the examiner is unable to obtain jail access for an in-custody interview, the examiner will notify the court (see Attachment E). For billing purposes, the Tracking Grid for Court Ordered DOSA Examination (Attachment F) must also accompany the other documents sent to DOC Headquarters Chemical Dependency Unit.

Additions to this text are shown by underline and deletions by ((strikeout)). All other terms and conditions remain in full force and effect. The effective date of this amendment is October 1, 2005.

THIS CONTRACT AMENDMENT, consisting of one (1) page and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CONTRACTOR

DEPARTMENT OF CORRECTIONS

*[Signature]*  
(Signature)

Neva Corkrum  
(Printed Name)  
Chair, Franklin Co. Commissioners

(Title)

*3/13/06 BUB*  
(Date)

Approved as to Form:

Ryan E. Verhulp, FCCCDP

Approved as to Form:

This contract amendment format was approved as to form by Tom Young, AAG, of the Office of the Attorney General, on April 14, 1998. Approval on file.

*[Signature]*  
(Signature)

Gary Banning  
(Printed Name)

Contracts Administrator  
(Title)

(Date)

*3/30/06*

*[Signature]*  
Max Benitz, Chair  
Benton Co. Commissioners

Page 1 of 1

State of Washington  
Department of Corrections

COCO5508(4)

2006 144

*3-20-06*  
Date

## Treatment Provider Letterhead

DRUG OFFENDER SENTENCING ALTERNATIVE  
EXAMINATION REPORT SUMMARY

Offender Name:

Date of Birth:

County and

Cause Number:

Name of

Agency

providing exam:

Examination

Date:

Date of

Sentence:

Address:

Phone Number:

Fax Number:

**Per RCW 9.94A.660, please report the following for the Court Ordered report:**

- |    |   |     |    |
|----|---|-----|----|
| 1. | Does the offender suffer from drug addiction?<br>Please provide the DSM4 diagnosis and findings:  | Yes | No |
| 2. | Is there a probability of future criminal behavior due to the drug addiction?<br>Please explain:  | Yes | No |
| 3. | What is the appropriate level of care per the ASAM patient placement criteria?  |     |    |
| 4. | If the ASAM patient placement criteria indicates Long Term Residential, is there a DASA certified residential treatment provider available, that can meet the DOSA requirement to provide long-term residential treatment for 90- 180 days?<br>If yes, please list the provider's name, address, and phone number, and date bed is available:<br>Name:<br>Address:<br>Telephone Number:<br>Date bed is available:<br>Length of Treatment:<br>What is the treatment start date and appointment time? | Yes | No |



- |  |   |     |    |
|--|---|-----|----|
| 5.   | If the ASAM patient placement criteria indicates Intensive Inpatient Treatment, is there a DASA certified inpatient treatment provider available?<br>If yes, please list the provider's name, address, contact phone number, and date bed is available:<br>Name of agency:<br>Address:<br>Contact Phone Number:<br>Date bed is available:<br>Length of treatment*:  | Yes | No |
| 6.   | If the ASAM patient placement criteria indicates Intensive Inpatient Treatment, is there a DASA certified recovery house bed available upon release from the intensive inpatient program?<br>If yes, please list the providers name, address, contact phone number, and date bed is available:<br>Name of agency:<br>Address:<br>Contact phone number:<br>Date bed is available:<br>Length of treatment*: | Yes | No |
| * The combined length of treatment for Intensive Inpatient and Recovery House must equal the 90 day minimum requirement. |   |     |    |
| 7.   | Does the patient/offender have a viable plan for Transportation to and from the treatment facility?<br>If yes, what are the transportation details (method, name of driver, address, phone, date, time of transport):   | Yes | No |
| 8.   | Is there any major medical issues that preclude this patient/offender from participating in a community-based residential treatment or inpatient program?<br>If yes, please explain:  | Yes | No |
| 9.   | Is there any significant mental health issues that preclude this patient/offender from participating in a residential or inpatient program?<br>If yes, please explain:  | Yes | No |
| 10.  | Other Issues<br>If yes, please explain:   | Yes | No |
| 11.  | What is the proposed monitoring plan regarding any of the following elements, as appropriate, for residential or inpatient treatment? Please indicate which items are requirements.<br>A. Living conditions (i.e. arrangements):<br><br>B. Lifestyle requirements (i.e. support groups for not using):<br><br>C. Monitoring by family members and others (i.e. family members or others                   |     |    |

that will support recovery):

Examiner  
Initial:

I have provided a copy of the recommended crime-related prohibitions and affirmative conditions (Attachment A) to the offender named above.

Examiner  
Initial:

I have obtained a signed DOC Consent to Release Information for the offender named above.

Examiner Name:

Examiner  
Signature:

Date:

**Attachment:**  
**affirmative conditions.**

**Recommended crime-related prohibitions and**

**Attachment:**

**DOC Consent Form**

**The examiner is to send the following copies certified mail return receipt:**

**1) To the sentencing court, prosecuting attorney, and defense attorney:**

- a) Examination Report Summary**
- b) Assessment**
- c) Signed DOC Consent to Release of information**

**2) To the Department of Corrections Headquarters CD Unit:**

- a) Examination Report Summary**
- b) Assessment**
- c) Court Order**
- d) Signed DOC Consent to Release of Information**
- e) Invoice for Assessment and Examination Services**

#### **Recommended Crime-Related Prohibitions And Affirmative Conditions**

**The Court or Department Of Corrections may, but is not limited to, ordering the following conditions of community custody:**

#### **Affirmative conditions include**

- 1. Report to and be available for contact with the assigned CCO as directed;**
- 2. Work at DOC approved education, employment and/or community service;**
- 3. Pay supervision fees and court ordered legal financial obligations;**
- 4. Submit to random drug testing;**
- 5. Enter into and complete a certified CD program as recommended by treatment provider;**
- 6. Receive prior approval for living arrangements and residence location;**

7. Notify CCO of any address change or employment;
8. Remain within geographic boundaries as set forth by the court or DOC;
9. Obey all laws, municipal, county, state, tribal and federal;
10. Submit to DNA testing; and
11. Comply with all rules, instructions and regulations of DOC whether written or verbal.

**Crime-related prohibitions include**

1. Do not consume or possess controlled substances except pursuant to lawfully issued prescription;
2. Do not consumer alcohol;
3. Do not associate with other known drug users or sellers except while at treatment;
4. Do not enter drug zones;
5. Do not possess a firearm; and
6. Do not have contact with specific individuals identified by the court and/or DOC.

**DOC Consent Form**

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

**CHEMICAL DEPENDENCY - CONSENT FOR  
THE RELEASE OF CONFIDENTIAL  
INFORMATION (CRIMINAL JUSTICE)**

I, \_\_\_\_\_, hereby authorize

(Name or General Designation of Program Making Disclosure) to  
disclose to:

- Department of Corrections Staff
- Department of Corrections Contract Providers
- The Superior Courts of the State of Washington
- The Office of the Prosecuting Attorney noted on the offenders' Judgement and Sentence
- The counsel representing the offender

The purpose of and need for the disclosure is to inform the criminal justice agencies and parties listed above of the results of my chemical dependency evaluation and subsequent progress in any treatment that may be recommended, and to permit the participants to exchange information with one another.

The extent of information to be disclosed is:

- My initial chemical dependency screening and diagnosis;
- Court ordered examination
- Information about my attendance or lack of attendance at treatment sessions
- My cooperation with the treatment program
- Prognosis and any recommendations for additional treatment
- Drug testing results
- Summary of treatment plan
- Progress and discharge plan, and
- Any other pertinent treatment information requested by the parties above

I understand that information regarding my case may be entered into the Department of Corrections' Offender Based Tracking System (OBTS) and other management information systems and disclosed electronically or by other means only to the party(ies) noted above.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and cannot be further disclosed without my written consent unless otherwise provided for in the regulations.

This consent may be revoked in writing at any time except to the extent that action has been taken in reliance on it, and that in any event this consent will expire at the end of the term of Department of Corrections supervision or 60 days following discharge from the treatment program, whichever is later.

SIGNATURE OF OFFENDER

DOC #

DATE

SIGNATURE OF WITNESS

POSITION

DATE

Distribution: ORIGINAL: File

CC: Sentencing Court, Prosecuting Attorney, Defense Attorney, DOC CD Unit, Offender

## TREATMENT PROVIDER LETTERHEAD

(DATE)

The Honorable (NAME OF JUDGE)  
(COUNTY ORDERING EXAM) County Superior Court  
(COURT ADDRESS)  
(CITY), Washington (ZIP)

DOSA EXAMINATION REGARDING:

(NAME OF OFFENDER)

(COUNTY AND CAUSE NUMBER)

Date of Sentence: (DATE OF SENTENCE FROM DOSA EXAMINATION ORDER)

Your Honor:

This agency was assigned to complete a DOSA examination on the above listed offender. We are unable to complete this examination by the day currently scheduled for sentencing because:

- ☐ The offender failed to report for the examination.
- ☐ The examiner was denied access to the county jail to complete the examination.
- ☐ Other:

Sincerely,

(NAME OF EXAMINER)  
(ADDRESS OF EXAMINER)  
(CITY), Washington (ZIP)

cc: (COUNTY) Prosecuting Attorney  
Defense Attorney  
DOC Headquarters CD Unit

## TRACKING GRID FOR COURT ORDERED DOSA EXAMINATION

Offender Name	Date Of Court Order	Date Order Receive d	Date Of Exam	Date Exam Sent To Court	ASAM Level Of Care	Bed Reserve d	Admit Date	TARGET Entry Date	Agency /City

Y N

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #COCO5508-4 with the Department of Corrections	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

### BACKGROUND INFORMATION

The Department of Corrections (DOC) would like to extend their contract with the Department of Human Services to provide chemical dependency/co-occurring disorder screenings, intakes assessment, TB testing and treatment for the 2005-07 biennium to offenders referred by DOC.

### SUMMARY

**Award:** Fee for service for services performed.

**Period:** October 1, 2005 to June 30, 2007.

**Funding Source:** Department of Corrections

### RECOMMENDATION

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

### FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Department of Corrections. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve signing Agreement #COCO5508-4 with the Department of Corrections and to authorize the Chair to sign on behalf of the Board.



**FRANKLIN COUNTY**  
**RESOLUTION NO. 2006 145**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: PROGRAM AGREEMENT BETWEEN THE GREATER COLUMBIA  
BEHAVIORAL HEALTH AND BENTON AND FRANKLIN COUNTIES'  
DEPARTMENT OF HUMAN SERVICES, AMENDMENT #BEN/FRP-05/06-02**

**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 Benton-Franklin Counties Department of Human Services and the Greater Columbia Behavioral Health is hereby approved by the Board.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign Amendment #BEN/FRP-05/06-02.

**APPROVED** this 13<sup>th</sup> day of MAR., 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

**ABSENT**

Robert Koch, Pro Tem Chair

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**CONTRACT AMENDMENT****PREPAID INPATIENT HEALTH PLAN**

GCBH Agreement Number

**BEN/FRP-05/06-02**☐ New Agreement☒ Amendment No. 02

This Contract Amendment is between the Greater Columbia Behavioral Health (GCBH) and the Contractor identified below.

## RSN/PHP NAME

Greater Columbia Behavioral Health

## RSN/PHP ADDRESS

101 N. Edison Street  
Kennewick, WA 99336

## RSN/PHP CONTACT NAME

Mary Todd

## RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

## RSN/PHP CONTACT FAX

(509) 783-4165

## RSN/PHP CONTACT E-MAIL

maryt@gcbh.org

## CONTRACTOR NAME

Benton and Franklin Counties

## CONTRACTOR CONTACT NAME

Dave Hopper

## CONTRACTOR CONTACT ADDRESS

Benton and Franklin Counties  
Department of Human Services  
2624 W Kennewick Ave  
Kennewick, WA 99336

## CONTRACTOR CONTACT TELEPHONE

(509) 783-5282

## CONTRACTOR CONTACT FAX

(509) 783-5981

## CONTRACTOR CONTACT E-MAIL

dave@bfdhs.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

Yes

CFDA NUMBERS (Federal Block Grant)  
93.778

## AMENDMENT START DATE

## CONTRACT END DATE

March 01, 2006

March 25, 2006, unless  
Interlocal Agreement is  
extended, then August  
31, 2006**COMPLETE THIS SECTION BELOW ONLY IF THIS IS AN AMENDMENT ADDING OR SUBTRACTING FUNDING.**

## PRIOR FUNDING

## AMOUNT OF INCREASE OR DECREASE

## TOTAL FUNDING

\$

## REASON FOR AMENDMENT:

CHANGE OR CORRECT CONTRACT TERMS AND/OR STATEMENT OF WORK

ATTACHMENTS: When the box is marked with an X, the following exhibits are attached and are incorporated into this Contract Amendment by reference:

☒ Additional Exhibits: D (Part 2 of 3)

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original contract remain in full force and effect. The parties signing warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #BEN/FRP-05/06-02 with Greater Columbia Behavioral Health Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Amendment	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

It is the purpose of this Amendment to change or correct contract terms and/or Statement of Work of Agreement #BEN/FRP-05/06-00 that allocates funds for prepaid inpatient health plan mental health services in Benton and Franklin Counties for enrollees for whom services are medically necessary and clinically appropriate.

### SUMMARY

**Award:** Not applicable

**Period:** March 25, 2006 through August 31, 2006

**Funding Source:** Greater Columbia Behavioral Health

### RECOMMENDATION

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

### FISCAL IMPACT

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve signing Amendment #BEN/FRP-05/06-02 with Greater Columbia Behavioral Health to change or correct contract terms and/or Statement of Work, and to authorize the Chair to sign on behalf of the Board.

# OUT-OF-STATE TRAVEL REQUEST

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

Name: Steve M. LOWE  
 Dates: April 5-9, 2006  
 Destination: San Diego, CA  
 Purpose: NDAA BOARD & COMMITTEE MEETINGS  
 Account/Budget # 001-000-480  
 515.20 43.0001  
 ESTIMATED EXPENSE

Mileage \_\_\_\_\_ Miles @ \_\_\_\_\_ Per Mile \$  
 Meals.....\$ 320-  
 Lodging.....\$  
 Registrations, Fares .....parking.....\$ 60-  
 Supplies .....\$  
**TOTAL**.....\$ 380-


Recommended: 

(Elected Official/Dept. Head)

7/27/06  
 (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

March 13, 2006

 Chair

ABSENT

, Member



, Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

Original  
Advance

Additional  
Funds

Returned  
Funds

Actual  
Expenses

Check No.

Date

Amount

\$

Received by:

2006 146

**FRANKLIN COUNTY RESOLUTION NO.**

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

**RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE TWO DELL LAPTOP COMPUTERS AND MICROSOFT OFFICE 2003 PRO, ONE FOR THE CLERK'S OFFICE AND ONE FOR THE PROSECUTOR'S OFFICE, TO BE PAID FROM THE 2006 CURRENT EXPENSE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.3501 (COMPUTER HARDWARE)**

**WHEREAS**, the Information Services Director notified the Franklin County Board of Commissioners of the need to replace laptop computers in the Clerk's Office and in the Prosecutor's Office; and

**WHEREAS**, the Information Services Department received a quote from Dell, Quote Number 280237328, Customer Number 780587, Contract Number N39913655, Customer Agreement Number A63307, at a cost of \$1,332.64 each; and

**WHEREAS**, Microsoft Office 2003 Pro would also need to be procured for each laptop; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorizes Information Services to purchase two Dell laptop computers and Microsoft Office 2003 Pro, one for the Clerk's Office and one for the Prosecutor's Office, utilizing funds from the 2006 Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware), at a cost not to exceed \$3,300.

**APPROVED** this 13<sup>th</sup> day of March 2006.

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

  
Neva J. Corkrum, Chair

**ABSENT**

Attest:

  
Clerk to the Board

Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Information Services

cc: Accounting  
County Clerk  
Prosecutor

**Patricia Shults**

---

**From:** Toni Fulton  
**Sent:** Tuesday, March 07, 2006 2:43 PM  
**To:** Patricia Shults  
**Subject:** Laptop Quote  
**Importance:** High  
**Attachments:** Laptop Quote.pdf

Pat,

Could you please prepare 2 resolutions for Monday's agenda using the attached quote for each?

Kevin has verified the need to replace laptops in the Clerk's Office and in the Prosecutor's Office, and has approved the purchases.

The total for each laptop, including tax & shipping, and a license for Microsoft Office 2003 Pro, will not exceed \$1640.

Thank you so much! :0)

Toni

Assessor's

PA + Clerk

**DELL****QUOTATION****QUOTE #: 280237328****Customer #: 780587****Contract #: N39913655****Customer Agreement #: NASPO|WSCA # A63307****Quote Date: 3/7/06****Date: 3/7/06 3:07:00 PM****Customer Name: FRANKLIN COUNTY INFO SERVICES****TOTAL QUOTE AMOUNT: \$1,332.64****Product Subtotal: \$1,230.46****Tax: \$102.18****Shipping & Handling: \$0.00****Shipping Method: Ground****Total Number of System Groups: 1****GROUP: 1 | QUANTITY: 1****SYSTEM PRICE: \$1,230.46****GROUP TOTAL: \$1,230.46**

<b>Base Unit:</b>	Latitude D510, Pentium M 750 (1.86GHz) 15.0 XGA, English (221-9418)
<b>Memory:</b>	512MB, Double Data Rate 2-533 SDRAM, 1 Dimm, for Dell Latitude D, Factory Install (311-4996)
<b>Hard Drive:</b>	60GB Hard Drive 9.5MM, 5400RPM for Dell Latitude D510, Factory Install (341-2203)
<b>Floppy Disk Drive:</b>	Floppy Drive, Internal/External for Dell Latitude D-Family Notebooks, Factory Tied (341-2204)
<b>Operating System:</b>	Windows XP Professional, SP2 with media, for Latitude English, Factory Installed (420-4790)
<b>Modem:</b>	Internal 56K Modem for Dell Latitude D-Family Notebooks Factory Install (313-2971)
<b>TBU:</b>	90W AC Adapter for Latitude D-Family, Factory Tied (312-0128)
<b>CD-ROM or DVD-ROM Drive:</b>	24X CDRW/DVD w/ Sonic Digital Media and Cyberlink PowerDVD for Latitude D-Family Factory Install (313-2546)
<b>Processor Cable:</b>	Intel PRO/Wireless 2200 Lead-free WLAN (802.11b/g) miniPCI Card Latitude D410 /510P/610/810, Factory In (430-1411)
<b>Software Disk Two:</b>	Resource CD for Latitude D510 (420-5207)
<b>Feature</b>	6-Cell/53 WHr Primary Battery for Dell all Latitude D500/D600, Factory Install (312-0189)
<b>Feature</b>	Deluxe Nylon Carrying Case Latitude D505, 600, 800, 100L Factory Tied (310-5875)
<b>Service:</b>	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (902-2660)
<b>Service:</b>	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-6152)
<b>Service:</b>	CompleteCare Accidental Damage Svc, Lat, 3Yr, 1-800-624-9896 (980-1497)
<b>Service:</b>	Thank You for buying Dell (983-2207)
<b>Service:</b>	Please visit WWW.Dell.COM (983-2217)
<b>Installation:</b>	Standard On-Site Installation Declined (900-9987)

**SALES REP: Daniel Duckworth****Email Address: Daniel\_Duckworth@dell.com****PHONE: 1-800-576-6038****Phone Ext: 724-2948**

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

EXHIBIT 12  
*Franklin County Auditor*

March 13, 2006

1016 North 4th Avenue  
Pasco, WA 99301

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

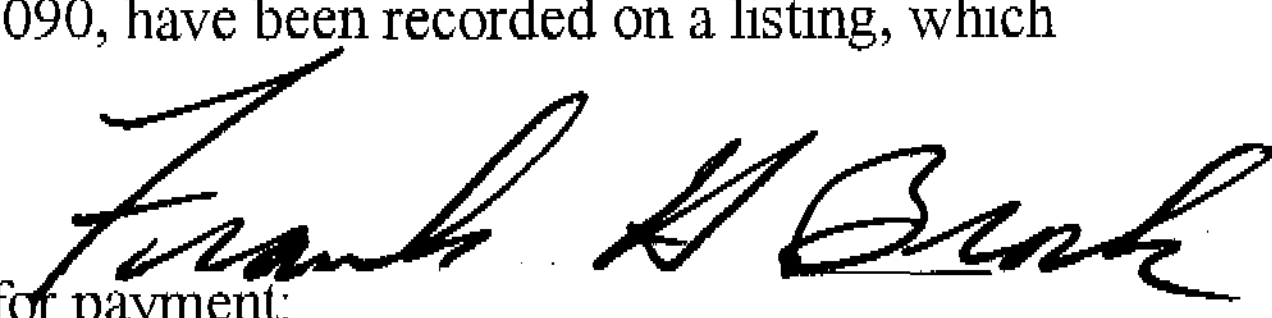
P.O. Box 1451  
Pasco, WA 99301

March 13, 2006

Franklin County Commissioners:

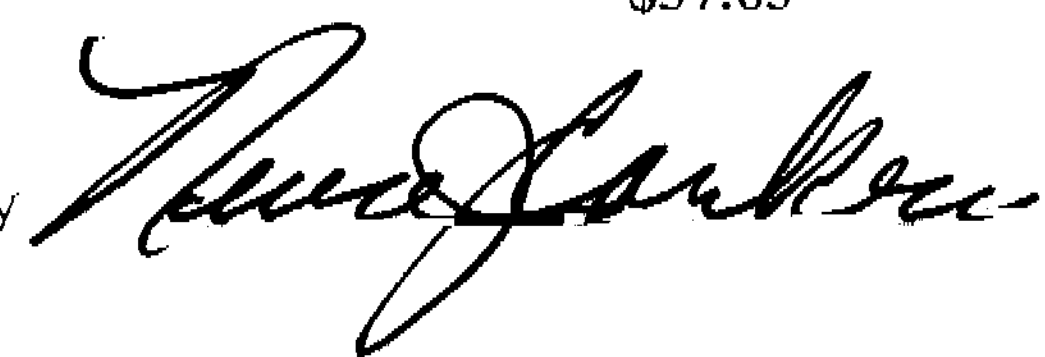
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

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



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Law Library	937	\$4,114.87
FR CNTY Enhanced 911	1123-1126	\$275,727.67
Jail Commissary	2169-2173	\$5,857.48
Election Equipment	313-316	\$2,776.48
TRAC	9246-9276	\$22,700.90
FC RV Facility	225-227	\$400.19
Current Expense	49687-49712	\$8,750.02
Current Expense	49713-49784	\$21,407.41
Current Expense	49785-49930	\$6,522.10
Veteran's Assistance	1273-1274	\$720.00
Current Expense	49931-49945	\$18,528.20
Auditor O&M	363	\$37.03

In the amount of 367,542.35. 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



March 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, 03/13/2006

move that the following warrants be approved for payment.



FUND	WARRANT	AMOUNT
------	---------	--------

**Salary Clearing Payroll:**

39635-39745	161,376.95
39746-39752	49,465.58
Direct Deposit	231,425.03

<b>Total</b>	<b>\$442,267.56</b>
--------------	---------------------

In the amount of \$ **442,267.56** . The motion was seconded by

and passed by a vote of  to  .**Emergency Mgmt Payroll:**

7813-7819	\$3,053.98
7820-7823	1,095.87
Direct Deposit	7,426.27

<b>Total</b>	<b>\$11,576.12</b>
--------------	--------------------

**Irrigation Payroll:**

11541-11555	\$7,296.03
11556-11559	\$960.01
Direct Deposit	0.00

<b>Total</b>	<b>\$8,256.04</b>
--------------	-------------------

## FRANKLIN COUNTY

## RESOLUTION NO. 2006 147

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

RE: 2006 PWTF PAVING PRIORITY ARRAY

**WHEREAS**, Franklin County will be receiving a \$4,500,000 Public Works Trust Fund (PWTF) loan to pave 30 miles of gravel local access roads; and

**WHEREAS**, Franklin County proposes to select projects from the Franklin County Paving Priority Array; and

**WHEREAS**, a list of criteria was approved by the Board of County Commissioners on January 25, 2006 for prioritizing and selecting projects for PWTF loan; and

**WHEREAS**, the PWTF Criteria was applied to the Franklin County Paving Priority Array;

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners, that the attached list be used by Public Works Department to select projects for the PWTF Loan; and

**BE IT FURTHER RESOLVED** that the construction criteria approved January 25, 2006 in regards to cost and donation of right of way; and

**BE IT FURTHER RESOLVED** that, for those projects that have the same points, the road with the most residences be selected first.

Signed this 13 day of March, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

ABSENT

Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

**FRANKLIN COUNTY PAVING PRIORITY ARRAY  
2006 PWTF LIST**

**2006 147**

3/27/2006  
TDF

PTS.	PROJECT	FROM	TO	LENGTH ( miles)
31	EAGLE	END OF PAVE.	END OF ROAD	1.26
26	FRASER DRIVE	SELPH LANDING	COL. RIVER ROAD	0.90
24	PAGE	MURPHY	McCLENNY	2.69
23	ACCESS	W. CLARK ST.	SR 260	0.49
23	BELLEVUE	SELPH LANDING	BREWSTER LANE	1.60
23	McCLENNY	END OF PAVE.	PAGE	1.17
22	CRESTLOCH	END OF PAVE.	FRONTIER	0.92
21	BIRCH 2	GLADE NORTH	TAYLOR FLATS	3.30
21	CYPRESS DR.	TAYLOR FLATS	COTTONWOOD DR.	1.87
21	FIR	ELTOPIA WEST	GLADE NORTH	4.55
21	MILLWOOD RD.	IRONWOOD	W. JUNIPER	0.98
21	MURPHY	P-K HIGHWAY	PAGE WYE	2.57
20	GARFIELD * * 2 segments	HOOPER	RUSSELL	1.74
20	SHEFFIELD	1/2 mile w. Glade	R - 170	2.53
19	BIRCH 1	GEMINI	SAGEMOOR	0.98
19	BELLFLOWER	WAHLUKE	COLUMBIA	2.05
19	BREWSTER LN.	BELLEVUE	END OF LANE	0.35
19	EVERETT	ELM	FIR	1.00
19	PALMER/JUNIPER	RUSSELL	MILLWOOD RD.	3.12
18	MILLWOOD DR.	W. JUNIPER	RUSSELL	1.16
18	RICHVIEW DR.	DENT	SELPH LANDING	2.13
17	MOUND	RANGEVIEW	SR 24	0.48
<b>Page Subtotal:</b>				<b>37.84</b>

**FRANKLIN COUNTY PAVING PRIORITY ARRAY  
2006 PWTF LIST**

PTS.	PROJECT	FROM	TO	LENGTH ( miles)
17	N. CHERRY DR.	DOGWOOD	TAYOR FLATS	1.98
16	FERN WAY	SAGEHILL	END OF ROAD	0.73
16	BASIN HILL	WAHLUKE	COLUMBIA	2.04
16	COLUMBIA	BELLFLOWER	HOLLINGSWORTH	2.00
16	DAYTON 1	FAIRFIELD	SAGEMOOR	3.00
16	GREENACRES	HOLLINGSWORTH	BUFFALO	3.81
15	AUBURN	FIR	ELTOPIA WEST	0.98
15	CEDAR	IONE	GLADE	2.02
15	HELM DRIVE	COL. RIVER RD.	EAST TO BRIDGE	0.82
15	HOPE VALLEY	FIR	HOOPER	3.01
15	IONE	SAGEMOOR	DOGWOOD	2.01
15	OLYMPIA DR.	RUSSELL	END OF ROAD	1.54
14	ALDER 2	TAYLOR FLATS	BIRCH	1.68
14	BUEHLER	SOHM	MUSE	4.02
14	DAVIS LANE	R-170	END OF ROAD	0.85
14	GLENWOOD	END OF PAVE.	RINGOLD	1.25
14	MERION	END OF PAVE.	NORTH BAART	2.38
13	SETTLER	BUEHLER	WAREHOUSE	0.99
13	DAYTON 2	CEDAR	DOGWOOD	1.00
13	DAYTON DRIVE	FIR	END OF ROAD	1.53
13	DOGWOOD	END OF PAVE.	N. CHERRY DRIVE	0.96
13	FIRCREST	ELTOPIA WEST	GLADE NORTH	1.65
13	N. BELLEVUE	ELTOPIA WEST	RINGOLD	5.07
13	NORTH BAART	R-170	MERION	1.42

**Page Subtotal: 46.74**

**FRANKLIN COUNTY PAVING PRIORITY ARRAY  
2006 PWTF LIST**

**2006 147**

PTS	PROJECT	FROM	TO	LENGTH ( miles)
12	ALDER 1	SAGEMOOR	GLADE NORTH	3.12
12	ASTORIA	SHEFFIELD	R-170	1.00
12	ELBOW	END OF PAVE.	END OF ROAD	1.48
12	FARRELL	FIR ROAD	FIR ROAD	1.74
12	HOOPER	ELTOPIA WEST	GARFIELD	3.40
12	KLUNDT	MURPHY	McCLENNY	2.69
12	RANGEVIEW	END OF PAVE.	MOUND	3.10
12	MARTINDALE	DECKER	END OF ROAD	0.86
11	NORTH COULEE	FIRCREST	RINGOLD	2.49
11	LAPORTE	FANNING	COL. RIVER ROAD	0.62
11	BUFFALO	HOLLINGSWORTH	FILBERT	2.98
11	PARADISE	WAREHOUSE	MOON	1.91
10	DRUMMOND	KLAMATH	END OF ROAD	2.50
			<b>Page Subtotal:</b>	<b>27.89</b>
			<b>Projects Total:</b>	<b>112.47</b>

**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 SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND KARYN OLDFIELD, ATTORNEY AT LAW**

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 (hereinafter, collectively referred to as, "Counties"), and Karyn Oldfield WSBA # 23053, with her principal offices at 316 Shaw, PO Box 3071, Richland WA 99352-3071 (hereinafter "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 begin January 1, 2006 and shall expire on 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. The Counties, as part of their system of criminal justice, are required to provide legal representation for individuals who are subject to proceedings commenced in the Juvenile Division of the Benton and Franklin Counties Superior Courts, and who are financially unable to obtain legal counsel.
- B. The determination of indigence and appointments of attorneys to represent indigent individuals are made by the Superior Courts of Benton and Franklin Counties, and/or staff of the Benton and Franklin Counties Juvenile Justice Center.

- I. The Contractor agrees to not accept appointments for indigent defense services in any courts other than Benton and Franklin Counties Superior Courts, Juvenile Division, including appeals therefrom during the term of this Contract, without prior approval of the lead Juvenile Court Commissioner.
- J. 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.
- K. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- L. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- M. 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: **Karyn Oldfield  
Attorney at Law  
PO Box 3071  
Richland WA 99352-3071**
- B. For Counties: **Sharon Paradis  
Juvenile Court Administrator  
5606 W Canal PL STE 106  
Kennewick WA 99336**

### **4. COMPENSATION**

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

- A. The Counties shall compensate the Contractor as professional services and not as a salary for the services provided under this Contract in the sum of One Thousand Two Hundred (\$1,200.00) per month, pro-rated for each partial month.
- B. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Fourteen Thousand Four Hundred dollars (\$14,400.00).

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



- (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 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.

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 4 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.

In the event the Contractor's license to practice law in the State of Washington is revoked or otherwise limited or restricted, or in the event the Contractor is disbarred or suspended from the practice of law, this Contract shall automatically terminate without further notice as of the effective date of the revocation, restriction, disbarment, or suspension.

**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, specifications, 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

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:

Attorney at Law

Benton Franklin Counties  
Juvenile Justice Center

Karyn Oldfield

Date

Sharon A. Paradis

Date

### BENTON COUNTY APPROVAL

Approved as to Form:

*Sarah Villanueva* 2/17/06

Sarah Villanueva, Deputy Prosecuting Attorney Date

By:  
Name:  
Title:  
Date:

*Max E. Benitz, Jr.*  
Max E. Benitz, Jr.  
Chairman, Board of Commissioners  
2-27-06

Attest:

Clerk of the Board:

*Carmen McFarlane*

### FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By:  
Name:  
Title:  
Date:

*Neva J. Corkrum*  
Neva J. Corkrum  
Chairman, Board of Commissioners  
3/13/06

Attest:

Clerk of the Board:

*Mary Wethers*