

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **Resolution 2006-208** authorizing Information Services to purchase a used Panasonic Toughbook laptop computer, Model #73, from Mid-Columbia Service and Supply, to be used in a Sheriff Deputy's vehicle, for a cost not to exceed \$900, to be paid from the 2006 Current Expense Information Services Budget, Number 001-000-350, line item 518.80.48.0002 (R&M – Miscellaneous Computer Repairs). (Exhibit 1)
2. Approval of **Resolution 2006-209** in the matter of appointing Susy Bockmann-Thomas to the Developmental Disabilities Advisory Board to represent Benton and Franklin Counties, for a term expiring December 31, 2008. (Exhibit 2)
3. Approval of **Resolution 2006-210** for a Service Provider Contract modification (Number 2) between the Benton-Franklin Workforce Development Council and Employment Security Department for PY 2005/06 WIA Title I-B Rapid Response Assistance Services – cancelling the contract effective March 31, 2006, and authorizing the Chairman of the Board to sign said contract modification on behalf of the Board. (Exhibit 3)
4. Approval of **Resolution 2006-211** for a Service Provider Contract between the Benton-Franklin Workforce Development Council and the State of Washington Employment Security Department for WIA Title I-B Rapid Response (Program) Assistance Services in the amount of \$153,192, effective April 1, 2006 through June 30, 2006, and authorizing the Chairman of the Board to sign said contract on behalf of the Board. (Exhibit 4)
6. Approval of **Resolution 2006-213** for the Professional Services Contract between Franklin County and Bob & Joyce Tyrrell to act as Franklin County RV Park host when the office is not staffed, after hours and weekends, effective January 1, 2006 through December 31, 2006. (Exhibit 5)

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

7. Approval of **Resolution 2006-214** proclaiming June 6, 2006 as National Hunger Awareness Day in Franklin County, urging the citizens of Franklin County to help their neighbors in need in an effort to end hunger in our community. (Exhibit 6)
8. Approval of **Resolution 2006-215** for the Lease Agreement between Franklin County and Pitney Bowes for the Auditor's Office, Election Department, to lease a postage meter for 60 months at a cost of \$187 per month, to be paid from the Election Equipment Revolving Fund, Number 104-000-001, line item 594.11.64.0001 (Machinery & Equipment), and authorizing the Chairman of the Board to sign said lease on behalf of the Board. (Exhibit 7)
9. Approval of **Resolution 2006-216** for the amendment to the agreement for providing substance abuse services between the Division of Alcohol and Substance Abuse and Benton and Franklin Counties' Department of Human Services, and authorizing the Chairman to sign amendment #0363-26858-07 on behalf of the Board. (Exhibit 8)
10. Approval of **Resolution 2006-217** for the Second Amended Interlocal Agreement between the Greater Columbia Behavioral Health and Franklin County. (Exhibit 9)

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

Consent agenda item 5 had been left off the printed agenda.

5. Approval of **Resolution 2006-** for a Service Provider Contract Modification between the Benton-Franklin Workforce Development Council and Career Path Services for the contract period December 1, 2004 through March 30, 2006 for the Dropout Prevention/Intervention Program for the purpose of extending the contract period through May 31, 2006 and effecting various line item transfers.

Motion - Mr. Brock: I move to approve item #5 to the consent agenda. This is Resolution 2006-212. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

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

Open Session at 9:15 a.m.

Public Hearing: To take testimony for and against increasing the revenue and expenditure bottom lines of the 2006 Miscellaneous Supplemental Preservation Fund,

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

#103-000-001, by \$10,000, due to grant funding received from the Secretary of State for archiving Commissioner records.

Public Hearing convened at 9:17 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Secretary Patricia Shults; and Clerk to the Board Mary Withers. Present in audience: Treasurer Tiffany Coffland.

No one was present in the audience who wished to give public comment.

Motion – Mr. Brock: I move for approval. This is Resolution 2006-218. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

TREASURER

Treasurer Tiffany Coffland met with the Board.

Public Hearing: To take testimony for and against authorizing the Franklin County Treasurer to levy and collect an additional real estate excise tax on each sale of real property in the unincorporated areas.

Public Hearing convened at 9:21 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Treasurer Tiffany Coffland; Secretary Patricia Shults; and Clerk to the Board Mary Withers. Present in audience: Shannon Jones of Juvenile Justice Center.

Ms. Coffland said she is asking for an effective date of June 1 so we can let title companies know of the new tax. A separate fund will be created for the money.

Mrs. Corkrum said Ms. Jones is here for another purpose so she did not ask for comment from the public.

Motion – Mr. Brock: I move for the approval of Ordinance 05-2006. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

OFFICE BUSINESS (continuing)

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of the following warrants: Current Expense warrants 50447 through 50477 for \$21,553.21; Current Expense warrants 50478 through 50521 for \$28,585.79; Current Expense warrant 50522 for \$3,196.55; Solid Waste warrant 2075 for \$503.57; TRAC warrant 9390 for \$34,766.92; Franklin County Public

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

Facilities Construction Fund warrants 751 through 753 for \$5,480.04; Crime Victims warrants 343 through 344 for \$2,540.11; for a total of \$96,626.19. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 13)

Veterans Assistance Ordinance

Ms. Shults told the Board that Resolution 87-30 was changed by a subsequent Resolution #2004-554. Resolution 2004-554 approved the individual disbursement to raise from \$400 to \$900 and the family disbursement from \$600 to \$1200. The Board reviewed other language in Resolution 2004-554 regarding which veterans are eligible for the veterans assistance funding.

Credit Card use

The Board reviewed a letter that was approved on April 19 but has not been sent. Mr. Koch asked staff to check with some other entities about how late credit card fees are assessed and handled. He also said that when a receipt is received after using a credit card, the person receiving the receipt should have the payment processed without waiting for a statement to arrive from the credit card company. Mr. Koch asked staff to have Auditor Zona Lenhart work with the credit card issuers to get a due date that will correspond to the county's processing dates.

Mrs. Corkrum asked Ms. Jones what happens with credit card bills at the Juvenile Justice Center. Ms. Jones said we have a 45-day time period after receipt of the statement (not 45 days after the company sends the statement) to process the payment.

Motion – Mr. Koch: I move that we rescind the letter cancelling the HSBC Business Solutions Costco Wholesale card that was dated on April 19. Second by Mr. Brock. 3:0 vote in favor.

JUVENILE JUSTICE CENTER (JJC)

JJC Finance Director Shannon Jones met with the Board.

Three Supplemental Budget Requests (Exhibit 14)

Ms. Jones described a supplemental budget request for utilities and vehicle fuel. Franklin County's portion is \$1303 of the total \$4792.

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

Motion – Mr. Brock: I move for the approval of Franklin County paying \$1303 to the JJC to supplement their budget for utilities and vehicle fuel. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

Ms. Jones described the request for a budget supplement of \$6000 to purchase two radios on a two-year replacement cycle and to pay for service on all the JJC radios. The Board asked what exactly is covered. Ms. Jones said the maintenance contract for all of the radios is about \$1500. Each radio costs about \$1700. The radios are used to communicate with the law enforcement agencies. Mr. Koch said he has a problem with that amount of money. He thinks \$6000 for two radios is wrong. Mrs. Corkrum said we need to know what we're paying for. The Board decided to approve the request but asked Ms. Jones to provide more information.

Motion – Mr. Koch: I move that we accept the fees on the radios at this time. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 16) [Clerk's Note: Ms. Jones provided an email message on April 25 with further information (Exhibit 19).]

Ms. Jones explained a request to supplement three different grant renewal programs. The three grants involved are for Drug Court, Selective Aggressive Probation Program (SAPP), and National CASA Bi-lingual Expansion. In response to Mrs. Corkrum's question, Ms. Jones explained which counselor positions are still in effect at the JJC and the funding that is involved. She said the SAPP grant was expected to end this year but has been continued for an additional year.

Motion – Mr. Brock: I move that we approve the grant requested for \$104,555 for the Juvenile Department of \$84,793 for the Drug Court, \$4730 for the Selective Aggressive Probation Program, and \$15,032 for the National CASA Bi-lingual Expansion Grant. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 17)

Recessed at 9:42 a.m.

Reconvened at 9:48 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.
Grand Old 4th - Professional Services Agreement with Rollo!

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

Motion – Mr. Brock: I move for approval of Resolution 2006-219. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 18)

Courthouse Renovation

Cushions have been installed on wooden jury seats in the courtrooms.

Campbell and Company will be doing the maintenance of the HVAC in the remodeled courthouse for the remainder of the year. Estimates for the work were obtained by Maintenance Supervisor John Gessel.

Indigent Defense Agreements

The Board reviewed a copy of a letter to Mr. Bowen from Attorney Tim Klashke. Mr. Klashke prepared the indigent defense contracts for the county. Mr. Klashke is recommending that the county adopt by ordinance a legal representation plan as referred to in RCW 10.101.060. Mr. Bowen asked if the Board wants to move forward. A plan has to be adopted as an ordinance in order for the county to qualify to ask for reimbursement of some of the funds. The Board wants to proceed to adopt an ordinance.

Courthouse Restoration

The State Historic Preservation Award Ceremony will be held May 2, 2006 in Olympia. Mr. Bowen asked if the Board would like to invite Spence Jilek to attend as chairman of the Courthouse Restoration Committee. The Board said yes.

Smoking Management Receptacle. The Board looked at pictures of receptacles for cigarette butts to be placed near the courthouse. Mr. Brock wants to have it anchored to the ground. The Board chose a post design.

Proposal to increase the Current Expense Budget by \$7 million and transfer of Cumulative Reserve Budget #100-000-001 funds into Current Expense

A public hearing is scheduled for May 8 to consider transferring the Cumulative Reserve funds (Rainy Day fund) into Current Expense.

Courthouse Restoration Costs: The architects have been paid. Once the final closeout is received from the contractor Lydig Construction, that bill will be paid.

Roof plans were prepared in 1998 for the Public Safety Building. Mr. Koch said the roof replacement needs to be done in the summertime. Mr. Bowen agreed. He said

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

we are waiting to proceed until the \$2.7 million grant funding is received from the state. He is hoping the exteriors of the Public Safety Building and the Jail will be soda washed and painted as well this year. Mr. Koch asked if we need to put bids out now.

Mr. Bowen said the architects are not quite ready to go because they are working on other projects. As soon as the state sends the \$2.7 million, the project can go out to bid.

The new commissioners chairs and meeting room chairs have been received. The Board told Mr. Bowen to have them set up in the Courthouse. The current meeting room table will be set up in a conference room at the Courthouse.

Move back to Courthouse

Mr. Bowen told the Board that most offices are ready to move starting May 22. Auditor Zona Lenhart has indicated she wants to have her own company do the moving. Mrs. Corkrum said Ms. Lenhart has told the Board that the modular furniture requires special treatment. Mr. Koch said he would be in favor as long as the cost is similar and the company is appropriately bonded and insured and all other aspects are comparable.

The Board asked Mr. Bowen to work with Auditor Zona Lenhart.

Executive Session at 10:33 a.m. regarding personnel matters for approximately 15 minutes.

Open Session at 10:41 a.m. No decisions were made.

Courthouse Rededication Program

The Board reviewed the draft Courthouse rededication program. The Board gave approval of the program.

Economic Development Projects

The Board has reviewed the proposed economic development projects list. Mr. Bowen gave the Board his recommendations for the order of the Economic Development Plan. The Board held a workshop session regarding the requests for funding for projects in the economic development plan. A public hearing is scheduled in May to adopt the Economic Development Plan.

Recessed at 11:16 a.m.

Reconvened at 11:25 a.m.

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

State Prison at Connell

The Board discussed the need to be involved with the state regarding impacts on the county of the state prison at Connell.

Land Sale Prices

The Board met in workshop session to consider what the minimum bid prices should be for the parcels of property the county will be selling near TRAC. The Board decided they needed to study the information individually prior to setting any minimum bid prices.

Road Name Changes

The City of Pasco would like to change the name of Convention Place to Road 68 Place so it continues in a continuous line as one name.

Mr. Brock would like to have the name Road 68 changed to TRAC Way.

He said the county could agree with Pasco to change Convention Place to one name as Road 68 Place if Pasco will change Road 68 to TRAC Way or TRAC Boulevard. He said the county could offer to pay the cost of changing Road 68 to TRAC Way and agree to change Convention Place to Road 68 Place.

Mr. Bowen said the City of Pasco also wants to change the name of Court Street west of the Central Pre-Mix business to Shoreline Road. There is a little piece that is not changed yet. Mr. Brock said Central Pre-Mix does not want to change.

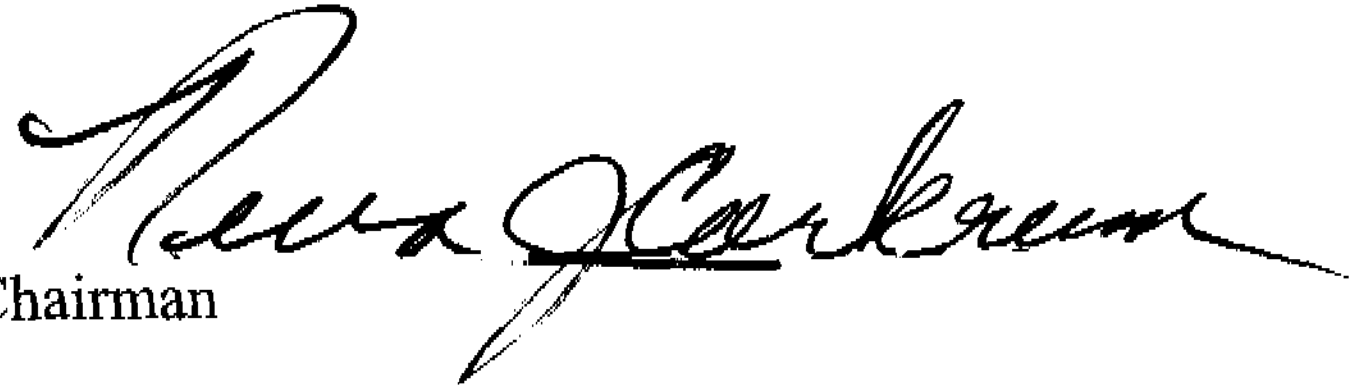
The Board talked about the inconvenience of changing names for the companies located on the roads. They also talked about the emergency response problems on Road 68 because it does not run in a straight north-south line. Mrs. Corkrum said it may be possible to give notice that a road name will change, perhaps in six months or a year, so companies would have time to make the appropriate changes for their businesses.

Adjourned at 11:45 p.m.


COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 24, 2006

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 26, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed May 1, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2006 208

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE A USED PANASONIC TOUGHBOOK LAPTOP COMPUTER FROM MID-COLUMBIA SERVICE AND SUPPLY, TO BE USED IN A SHERIFF DEPUTY'S VEHICLE

WHEREAS, the Information Services (I.S.) Director notified the Board of the possibility of purchasing used laptops from the Hanford area at a cost of \$800 each, plus \$66.40 tax; and

WHEREAS, the laptop will be assigned to a deputy for use in their vehicle; and

WHEREAS, the Board suggested utilizing the I.S. Budget to pay for said computer; 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 a used Panasonic Toughbook laptop computer, Model #73, from Mid-Columbia Service and Supply, to be used in a Sheriff Deputy's vehicle, for a cost not to exceed \$900, to be paid from the 2006 Current Expense Information Services Budget, Number 001-000-350, line item 518.80.48.0002 (R&M – Miscellaneous Computer Repairs).

APPROVED this 24th day of April 2006.

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


Neva J. Corkran, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Information Services

cc: Accounting Department
Sheriff

Patricia Shults

From: Toni Fulton
Sent: Wednesday, April 19, 2006 1:41 PM
To: Patricia Shults
Subject: Resolution
Importance: High

Pat,

Kevin spoke with the Board this morning about the purchase of a used laptop (Panasonic Toughbook, Model #73) from Mid-Columbia Service and Supply for \$800 (+ sales tax of \$66.40 for a total of \$866.40). The laptop will be used by the Sheriff's Office (assigned to a deputy).

The Board approved the purchase.

Could you please create a resolution for us? It will be paid from the I.S. Budget 001-000-350, Line Item 518.80.48.0002 (Computer Repair & Maintenance).

Thank you so much,
Toni

*Toni Fulton, Administrative Secretary
Franklin County Information Services
1016 N. 4th Avenue
Pasco, WA 99301
(509) 545-3509
FAX: (509) 546-5871
tfulton@co.franklin.wa.us*

EXHIBIT 2
JOINT RESOLUTION

April 24, 2006

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

06 245

BENTON COUNTY RESOLUTION NO.

FRANKLIN COUNTY RESOLUTION NO. 2006 209

IN THE MATTER OF APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-76, and by Franklin County on March 5, 1990, #90-35, creating the Benton-Franklin Counties' Developmental Disabilities 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, a vacancy exists on the Developmental Disabilities Advisory Board with the resignation of Oma Dell Maxwell, and

WHEREAS, Susy Bockmann-Thomas has demonstrated interest and indicated willingness to accept appointment to the Developmental Disabilities Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Susy Bockmann-Thomas, 1428 Farrell Lane, Richland, WA 99354, be hereby appointed to the Benton-Franklin Developmental Disabilities Advisory Board for a term of appointment which will expire on December 31, 2008.

DATED: 5-1-06

Max Benitz, Chair

Leo Bowman, Member

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

Attest:

Carmen McKenzie
Clerk of the Board

DATED: 4/24/06

Neva Corkrum, Chair

Robert Koch, Member

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

Attest:

May Withers
Clerk of the Board

Originals: Franklin County Commissioners
Human Services
Susy Bockmann-Thomas

Carey

EXHIBIT 2
FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

April 24, 2006

AGENDA ITEM		TYPE OF ACTION NEEDED	
Meeting Date:		Execute Contract <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
Subject:	Joint Resolution for Appointment to	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
	The Developmental Disabilities Advisory Board	Pass Ordinance <input type="checkbox"/>	1 st Discussion <input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion <input type="checkbox"/>	2 nd Discussion <input type="checkbox"/>
Reviewed by:		Other <input type="checkbox"/>	Other <input type="checkbox"/>

BACKGROUND INFORMATION

The Counties' Developmental Disabilities Advisory Board (DDAB) is a nine member board which reviews developmental disabilities service programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

Oma Dell Maxwell resigned from the Developmental Disabilities Advisory Board in December 2005. Her term would have expired on December 31, 2005. Susy Bockmann-Thomas has expressed an interest in being appointed to the Developmental Disabilities Advisory Board. Two positions remain vacant with the resignations of Connie Hilty and Kim Blume and will be filled upon application and recommendation of the Advisory Board.

RECOMMENDATION

- 1st Sign the Joint Resolution to appoint Susy Bockmann-Thomas to a term which expire December 31, 2008.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to appoint to a term on the Developmental Disabilities Advisory Board with the term ending December 31, 2008.

FRANKLIN COUNTY RESOLUTION NO. 2006 210

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract modification between the Benton-Franklin Workforce Development Council and Employment Security Department for PY 2005/06 WIA Title I-B Rapid Response Assistance Services – Canceling the contract effective March 31, 2006.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C. W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and,


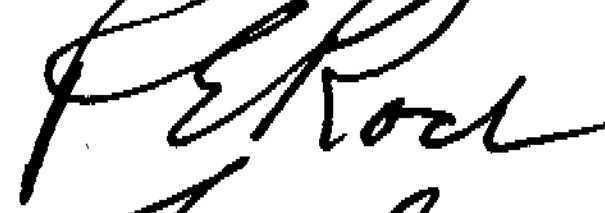

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract modification as being in the best interest of the citizens of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Franklin County Commissioners approves the Workforce Investment Act Service Provider contract modification between the Benton-Franklin Workforce Development Council and Employment Security Department for WIA Title I-B Rapid Response Assistance Services- canceling the contract effective March 31, 2006.

BE IT FURTHER RESOLVED that the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract modification on behalf of the Board.

APPROVED this 24th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Franklin Co.,
Washington

Attest:


Clerk to the Board

D. Noski

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT MODIFICATION
CFDA #17.260 – Rapid Response**

Modification Number: 2

Date: 3/01/2006

Contractor: Employment Security

2006 210

THE CONTRACT WITH THE CONTRACTOR EFFECTIVE MAY 2, 2005, FOR RAPID RESPONSE ASSISTANCE INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATIONS CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

This modification is for the purpose of contract cancellation effective March 31, 2006 resulting in line item budget adjustments and a new contract total of \$255,260. The WDC has the authority for this cancellation pursuant to paragraph 5. Section D 3 of the original contract, and the Contractor concurs with such termination. Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C – Budget. Exhibit B – Statement of Work – in the original contract is hereby superseded and replaced by the attached Exhibit B – Statement of Work.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE OF THIS TERMINATION.

FOR THE WORKFORCE DEVELOPMENT
COUNCIL

Michael M. Mann 3-16-06
Signature/Executive Director Date

FOR THE PROVIDER

Signature

M. Todd Dixon
M. Todd Dixon

Title

Date

Received and Reviewed:

Ma E. Benitez
CHAIRMAN, Benton County
Commissioners Date

Deva Jackson 4/24/06
CHAIRMAN, Franklin County
Commissioners Date

Approved as to form only:

Kyra Brown 3/20/06
Benton County Deputy Prosecuting Attorney Date

B. J. O'Connell 04.18.06
Franklin County Deputy Prosecuting Attorney Date

Exhibit B STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR RAPID RESPONSE ASSISTANCE

Under the Workforce Investment Act (WIA), the state reserves up to 25% of rapid response funds to carryout statewide rapid response activities. The reserved funds are used to ensure adequate rapid response additional assistance (RRAA) funds are available locally, and can be accessed quickly when needed by Workforce Development Councils (WDCs) for dislocation events. RRAA funds expended for dislocation events are event driven and can be used to support initial start-up costs, short-term staff costs, and direct services to participants. Participants enrolled in RRAA programs are considered dislocated workers in relation to federal and state performance measures. Dislocated workers affected by an event may receive only RRAA funded services or they may be co-enrolled in other dislocated worker, Trade Act Assistance, or National Emergency Grant programs.

Three large area employers, Bechtel, Fluor Hanford, and Energy Northwest have announced or anticipate announcing layoffs expected to total over 1900 workers. As a result of these large layoff events, the Benton-Franklin Workforce Development Area requested and has received RRAA funding from the state. These RRAA funds will be used to serve dislocated workers identified from the aforementioned employers and any other qualifying workers that the WDC agrees, in writing, are dislocated as a result these events.

The One-Stop system is the basic delivery system for adult and dislocated worker services. Through this system, adults and dislocated workers can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services may include an initial assessment providing information about the individual's skill levels, aptitudes, interests; job search and placement assistance; relocation assistance; and, supportive service needs. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed dislocated worker, the individual must have received a core service and be determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

The majority of WIA Rapid Response Assistance funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training and persons with multiple barriers. Services to dislocated workers will be coordinated with other funding sources in order to maximize the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Case Management Activities

The Contractor shall deliver case management services in a manner that supports WIA-IB dislocated worker services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of case management. Contractor staff shall perform the following critical work functions and key activities surrounding WIA case management activities, policies, and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consulting regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts; and assessment of job seeker inventories
- Maintaining and enhancing (staff) professional competencies

B. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, establish Individual Training Accounts (ITA's) and access lists of eligible providers and programs of training. Prior to any training service, the case management file must document the need and include an Individual Employment Strategy Plan (IESP).

C. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

D. Integrated WorkSource Services

The Contractor will deliver integrated WorkSource services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Council's Strategic Plan. The service delivery system is one in which job seeker customers are quickly assessed and moved forward in their job search; case managed job seekers are prepared to become "work ready"; and, business services and marketing activities serve the business customer and assist in matching qualified job seekers with job openings. The Contractor will support WSCB core services.

The Contractor is responsible for:

1. **Work Ready Preparation for Case Managed Customers to include some or all of the following activities and support:**

- Skill Assessments
- Appropriate Resumes
- Mock Interviews
- Desired Employment that Links to WorkKeys Result and/or Work Experience
- Standards for Servicing the Customer
- Job Seeker in Possession of "60 Second Commercial"

2. **Access and Resource Area Services**

The Contractor shall supplement access and resource staff, when assistance is requested, during peak customer periods and for special events such as job fairs.

E. Minimum Spending Levels

The Contractor shall expend a minimum of 85% of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

F. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners, and the WDC.

I. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

G. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Adult performance measures for Year 2005/2006:

Federal Dislocated Worker Measures

Entered Employment Rate	85.5%
Employment Retention Rate	89.8%
Earnings Replacement Rate	-\$3,004
Employment and Credential Rate	72.5%

**State Dislocated Worker Measures**

Percent Attaining Credential	64.5%
Employment Rate	83.0%
Earnings	\$28,816
Participant Satisfaction	89.5%

**H. Enrollments and Exits**

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

Enrollments	2005 June - September	2005 October - December	2006 January - March
Enrollments	84	155	190
Exits	5	32	70

EXHIBIT C - BUDGET
RAPID RESPONSE ASSISTANCE

CONTRACTOR: Employment Security Department
PROGRAM TITLE: Rapid Response
CONTRACT YEAR: 5/02/05 - 3/31/06
MODIFICATION 2

Budget Line Item	Total
Salaries & Benefits	\$ 149,528
Other Direct Costs	\$ 29,943
Direct Participant Costs	\$ 65,000
Indirect Costs	\$ 10,789
Total	\$ 255,260

April 24, 2006

FRANKLIN COUNTY RESOLUTION NO. 2006 211

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and State of Washington Employment Security Dept. for Rapid Response Assistance Services in the amount of \$153,192.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has 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 this contract as being in the best interests of the citizens of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA#17.260) between the Benton-Franklin Workforce development Council and State of Washington Employment Security Dept. for the WIA Title I-B Rapid Response Assistance Services in the amount of \$153,192, effective April 1, 2006 through June 30, 2006.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract on behalf of the Board.

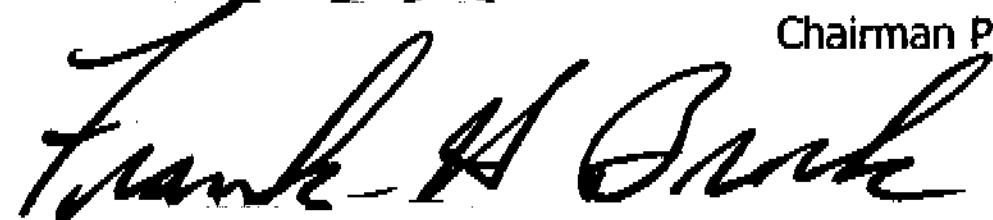
APPROVED this 24th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board



Chairman Pro Tem



Member

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest: 
Clerk of the Board

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.260 Rapid Response**

2006 211

This contract is between Employment Security Department, hereinafter referred to as the "Contractor", and the Benton-Franklin Workforce Development Council, Inc., hereinafter referred to as the "BF-WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Investment Act (WIA) of 1998, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the BF-WDC policies and guidelines.

All rights and obligations of the parties to this contract shall be subject to and governed by the General Terms and Conditions attached hereto as Exhibit A, the Statement of Work attached as Exhibit B, the Budget attached as Exhibit C, Certification Regarding Lobbying attached as Exhibit D, and the Certification Regarding Debarment attached as Exhibit E.

The period of performance of this Contract shall commence on April 1, 2006, regardless of the date of execution, and be completed on June 30, 2006, unless terminated sooner as provided herein. If the BF-WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified below, or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

Payments to the Contractor by the BF-WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B Rapid Response Program..... \$153,192.00

This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE BF-WDC

Michelle M Mann 3-16-06
Executive Director Date

FOR THE CONTRACTOR

M. Todd Dixon 5-24-06
Area Director Title Date

Received & Reviewed:

Max Bentley
Chairman, Benton Co. Commissioners Date

John J. [Signature] 4/24/06
Chairman Franklin Co. Commissioners Date

Approved as to form:

Reynolds Brown 3/20/06
Benton Co. Deputy Prosecuting Attorney Date

BOF 04.18.06
Franklin Co. Deputy Prosecuting Attorney Date

GENERAL TERMS AND CONDITIONS - EXHIBIT A

A. ACCESS TO RECORDS AND FACILITIES

The BF-WDC, the Office of the Washington State Auditor, federal auditors, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, documents and other material regardless of form or type which are pertinent to the performance of this contract, or reflect all direct and indirect costs of any nature expended in the performance of this contract. Access shall be at all reasonable times during the record retention period.

The BF-WDC, the Office of the Washington State Auditor, federal auditors, and any person duly authorized by the State Employment Security Department shall have the right of access at all reasonable times in order to examine and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this contract.

The Contractor shall include these requirements in all approved contracts awarded to subcontractors.

B. ASSIGNABILITY/SUBCONTRACTOR COMPLIANCE

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without written approval from the BF-WDC except for On-the-Job Training or Classroom Training agreements. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes BF-WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for compliance and performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the BF-WDC.

C. ASSURANCES

The BF-WDC and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations, including without limitation the Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, and the Washington State WIA Policies. The Contractor shall also comply with all Benton-Franklin Workforce Development Council Policies and Procedures.

As a condition to the award of this contract, the Contractor comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998(WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

FRANKLIN COUNTY RESOLUTION**2006 213**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PROFESSIONAL SERVICES CONTRACT BETWEEN FRANKLIN COUNTY
AND BOB & JOYCE TYRRELL TO ACT AS FRANKLIN COUNTY RV PARK
HOST WHEN THE OFFICE IS NOT STAFFED, AFTER HOURS AND
WEEKENDS, EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2006**

WHEREAS, a Professional Services Contract was presented to the Board of Franklin County Commissioners for Bob and Joyce Tyrell to act as Franklin County RV Park host when the office is closed; and

WHEREAS, the Tyrrell's will perform janitorial services related to RV Park usage, register guests as needed and keep the RV Park Manger updated regarding problems; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 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 this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Professional Services Contract between Franklin County and Bob & Joyce Tyrrell to act as Franklin County RV Park host when the office is not staffed, after hours and weekends, effective January 1, 2006 through December 31, 2006.

APPROVED this 24th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkran, Chair


Robert E. Koch, Chair Pro Tem

Attest:


Clerk to the Board


Frank H. Brock, Member

Originals: Auditor
Minutes
Franklin County RV Park

cc: Bob and Joyce Tyrrell

PROFESSIONAL SERVICES CONTRACT**FRANKLIN COUNTY RV PARK / BOB & JOYCE TYRRELL 2006 213**

THIS CONTRACT is made and entered into in duplicate originals by and between **FRANKLIN COUNTY (Franklin County RV Park)**, a municipal corporation, with its principal offices at 1016 North Fourth, Pasco, Washington 99301, hereinafter "**COUNTY**," and **Bob and Joyce Tyrrell**, with its principal offices at **Site #6, Franklin County RV Park**, 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 terminate on December 31, 2006.

2. SERVICES PROVIDED BY THE CONTRACTOR

The **CONTRACTOR** shall perform the following services:
Franklin County RV Park host when office is not staffed after hours and weekends. As RV Park host, the responsibilities are to collect rental fees, provide janitorial services as needed to restrooms, laundry and grounds.

a. A detailed description of the services to be performed by the **CONTRACTOR** is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The **CONTRACTOR** agrees to provide its own labor. Unless otherwise provided for in the Contract, no material, labor will be furnished by the **COUNTY**. **COUNTY** will be responsible for janitorial services in the Pavilion after ice hockey practices, games and tournaments.

c. The **CONTRACTOR** shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the **CONTRACTOR** in fulfilling its duties under this Contract, the **COUNTY** shall provide the following:

a. Relevant information as exists to assist the **CONTRACTOR** with the performance of the **CONTRACTOR'S** services.

4. CONTRACT REPRESENTATIVES**a. For CONTRACTOR:**

Name of Representative: Bob & Joyce Tyrrell

Title: n/a

Mailing Address: 5204 S. Terwileger PRSE

City, State, and Zip Code: Benton City, WA 99320

Telephone Number: (509) 543-2954

Fax Number: n/a

E-Mail Address n/a

b. For COUNTY:

Name of Representative: Troy Woody

Title: TRAC Manager

Mailing Address: 6333 Home Run Road

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 543-2999

Fax Number: (509) 543-2998

E-Mail Address: twoody@co.franklin.wa.us

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit "B," which is attached hereto and incorporated herein by reference. The County will supply to contractor one (1) RV site on site with value not to exceed \$350.00 per month.

b. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

6. AMENDMENTS AND CHANGES IN WORK

N/A

7. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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.

8. INSURANCE

N/A

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by Certified Mail to the CONTRACTOR. Payment shall be made in accordance with Section 5 of this Contract. CONTRACTOR may terminate his contract with a thirty (30) day written notice to the COUNTY.

b. 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 COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the terms of the contract. 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 COUNTY.

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 COUNTY. 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 5 of this Contract, and the CONTRACTOR is not entitled to any County 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 Franklin County employees.

c. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

13. COMPLIANCE WITH LAWS

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

14. DISPUTES

Difference between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive.

15. 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 Franklin County, Washington.

19. 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.

20. ENTIRE AGREEMENT

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

21. 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 Section 4. 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 upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 1st day January, 2006.

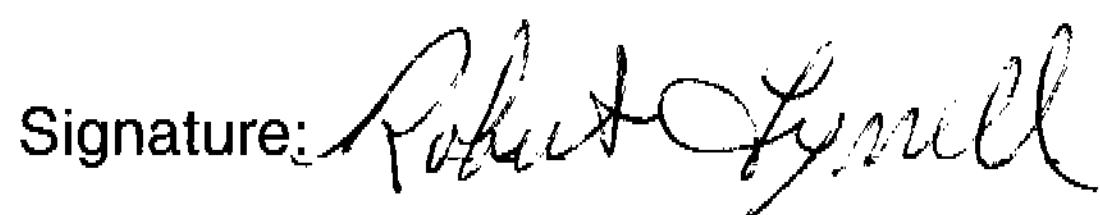
CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

By: Robert Tyrrell


Neva J. Corkrum, Chair

Signature:




Robert E. Koch, Chair Pro Tem

Title: n/a


Frank H. Brock, Member

ATTEST BY:


Clerk of the Board

APRIL 24, 2006

Approved As To Form:

STEVE M. LOWE, #14670\#91039
Prosecuting Attorney for
Franklin County

by:

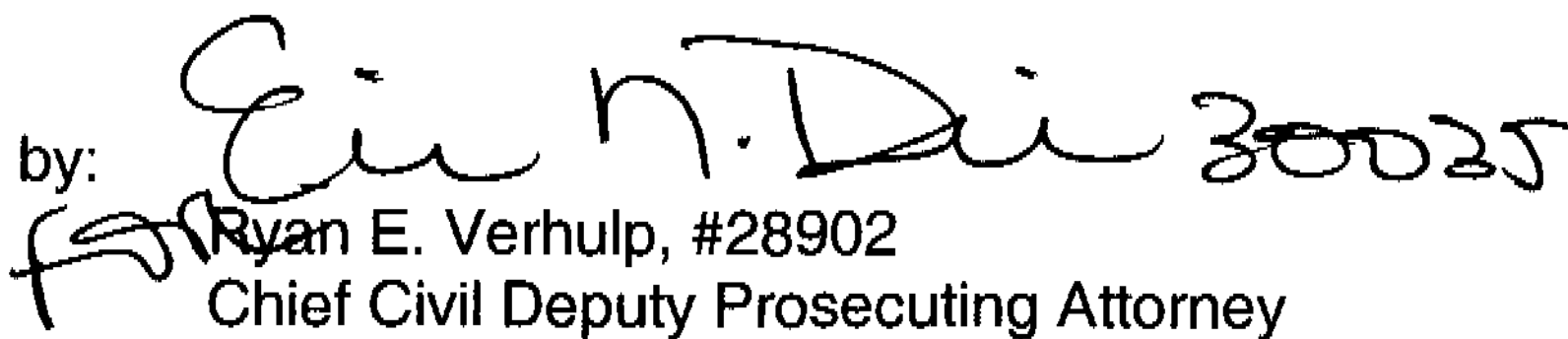

Ryan E. Verhulp, #28902
Chief Civil Deputy Prosecuting Attorney

EXHIBIT "A"**PROFESSIONAL SERVICES CONTRACT****FRANKLIN COUNTY RV PARK / Bob & Joyce Tyrrell****SERVICES PROVIDED BY THE PARTIES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

Act as RV Park Hosts when RV Park office is closed.
Perform janitorial services related to RV Park usage (ice hockey janitorial is responsibility of TRAC.)
Register guests as needed.
Keep TRAC Manager updated on problems in park with patrons.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):

Provide materials and equipment necessary for Contractor to perform its services.

EXHIBIT "B"**PROFESSIONAL SERVICES CONTRACT****FRANKLIN COUNTY RV PARK / Bob & Joyce Tyrrell****COMPENSATION**

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

The County will supply to contractor one (1) RV site on site with value not to exceed \$350.00 per month.

FRANKLIN COUNTY RESOLUTION NO. 2006 214

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: PROCLAIMING JUNE 6, 2006 AS NATIONAL HUNGER AWARENESS DAY IN
FRANKLIN COUNTY**

WHEREAS, Tuesday, June 6, 2006 is proclaimed National Hunger Awareness Day; and

WHEREAS, National Hunger Awareness Day is proclaimed in an effort to raise awareness of
hunger and raise donations to help end hunger in America; and

WHEREAS, hunger has a face and that face may be a neighbor, co-worker or someone you pass
on the street; and

WHEREAS, Second Harvest Tri-Cities is a charitable, non-profit organization which alleviates
hunger and poverty by:

- * providing food and related commodities and services to agencies in need;
- * providing a system for the distribution of such commodities;
- * educating the public about the nature of hunger and poverty;
- * recognizing the need for emergency food programs and other non-profit organizations that meet
the critical needs of low-income families;
- * providing services with compassion and respect for the dignity of the client; and

WHEREAS, the citizens of Franklin County are generous and desire to help their neighbors and
co-workers;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners
hereby proclaims June 6, 2006 as National Hunger Awareness Day in Franklin County, in an
effort to end hunger in our community, and urges the citizens of Franklin County to help their
neighbors in need.

APPROVED this 24th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Second Harvest – Tri-Cities

cc: Cities: Connell, Kahlottus, Mesa and Pasco
Elected Officials/Department Heads

FRANKLIN COUNTY RESOLUTION NO. 2006 215

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: LEASE AGREEMENT BETWEEN FRANKLIN COUNTY AND PITNEY BOWES FOR THE AUDITOR'S OFFICE, ELECTION DEPARTMENT, TO LEASE A POSTAGE METER FOR 60 MONTHS

WHEREAS, Franklin County Resolution 2000-226 approved a 66 month lease for the postage meter utilized by the Auditor's Office, Election Department; and

WHEREAS, said lease was effective August 30, 2000 through February 28, 2006; and

WHEREAS, the Elections Administrator notified the Franklin County Board of Commissioners of the desire to lease another postage meter from Pitney Bowes, at a cost of \$187 for 60 months; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 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 this arrangement as being in the best interest of Franklin County;


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Lease Agreement between Franklin County and Pitney Bowes for the Auditor's Office, Election Department, to lease a postage meter for 60 months at a cost of \$187 per month, to be paid from the Election Equipment Revolving Fund, Number 104-000-001, line item 594.11.64.0001 (Machinery & Equipment).

BE IT FURTHER RESOLVED the Chairman is hereby authorized to sign said lease on behalf of the Board.

APPROVED this 24th day of April 2006.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Elections

cc: Accounting



Pitney Bowes

Rental Account Number

60

4

Your Business Information:

Full Legal Name of Lessee

FRANKLIN COUNTY AUDITORS

Billing Address

404 W CLARK ST 1016 N. 4th Avenue

Phone #

(509) 545-3538

Lessee Contact Name

Diana Killian

Equipment Location (if different than billing address)

404 W CLARK ST

Customer P.O. #

Bill Loc. I.D.

See Attached P.O. #

Credit Card #

Expire Date

Name On Card

DBA Name of Lessee

City

PASCO

Invoice Attn. of

Dianna Killian

City

PASCO

Install Loc. I.D.

18266603861

State

WA

Zip+4

99301-3506

State

WA

Zip+4

99301-5629

Tax Exempt #

Sales Tax (if applicable)

Fiscal Period

From:

To:

Renter PO#

Your Business Needs:

(X) Items to be included in your Total Quarterly Payment.

☒ Equipment Maintenance - Provides full service coverage including all parts and labor.☒ Software Maintenance - Provides revision upgrades and technical assistance.☒ Soft-Guard - Provides necessary carrier rate update.☒ Meter on Lease - Provides simplified billing and includes unlimited reset(s) per year.

Qty	Item	Equipment Description
		Mail Stream Solution - 3
1	SBLX	DM400L/516 Weighing Platform
1	IP00	IntelliLink Interface / PSD for DM300L/DM400L w/ PBP PLUS
1	G800	IntelliLink Subscription w/o Confirmation Services
1	1FAE	Accounting (\$0 Dept) Software

Account Rep. John Wegeleben

District Office 100

Equipment Vendor: Pitney Bowes

For Sales and Service Call

PB Accepted By:

Title:

Date:

1-800-322-8000

Term Rental (Rev. 3/2004)

Your Payment Plan:

Initial Lease Term (In Months) 60
(Begin after any applicable interim usage period)

# of Months	Monthly Amount (Applicable taxes not included)
First- 60	\$ 187

This lease is billed quarterly, your Total Quarterly Payment is three times the Monthly Amount.

2006 215

Rental Terms and Conditions

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

☐ Required Advanced Quarterly Lease Check of \$0.00 Received.

☐ Tax Exempt (certificate attached)

☐ Support Services' Payment of \$0.
To be paid to vendor pursuant to section 21.

Signature

Print Name

Neva J. Corkrum

Date

4/24/06

Title Chairman

This lease and other agreements may only be changed by the parties in writing.

**FRANKLIN COUNTY
RESOLUTION NO. 2006 216**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: AMENDMENT TO THE AGREEMENT FOR PROVIDING SUBSTANCE ABUSE SERVICES BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, #0363-26858-07

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

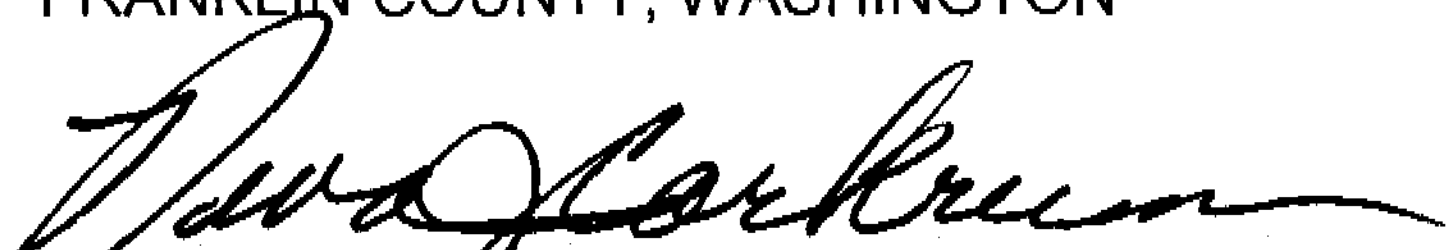
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached amendment as being in the best interest of Franklin County;


NOW THEREFORE, BE IT RESOLVED that the attached amendment between Benton-Franklin Counties' Department of Human Services and The Division of Alcohol and Substance Abuse 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 #0363-26858-07.

APPROVED this 24th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


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

April 24, 2006

DSHS Agreement Number

0363-26858

Amendment No.

07

MAY 10 2005

Administration or Division

Agreement Number

8273-7

County Agreement Number

CCS CONTRACT CODE

4000CC



COUNTY COPY

PROGRAM AGREEMENT

AMENDMENT

RECEIVED

MAY 08 2006

REGION II CSD

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

DSHS ADMINISTRATION
Health and Rehabilitative
Services Administration
DSHS CONTACT NAME AND TITLE
Ella Hanks

DSHS DIVISION
DASA

DSHS INDEX NUMBER
1122

DSHS CONTACT ADDRESS
1002 North 16th, Third Floor

Yakima, WA 98909

DSHS CONTACT TELEPHONE
(509) 225-6196 Ext:

DSHS CONTACT FAX
(509) 575-2903

DSHS CONTACT E-MAIL
hanksem@dshs.wa.gov

COUNTY NAME
Benton County

COUNTY ADDRESS
7207 West Deschutes Avenue

Kennewick, WA 99336-3123

COUNTY FEDERAL EMPLOYER IDENTIFICATION
NUMBER
916001296

COUNTY CONTACT NAME

COUNTY CONTACT TELEPHONE
(509) 783-5284 Ext:

Dave Hopper
COUNTY CONTACT FAX
(509) 783-5981

COUNTY CONTACT E-MAIL
dave@bfdhs.org

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM
AGREEMENT?
Yes

CFDA NUMBERS
93.959

AMENDMENT START DATE
06/01/2005

PROGRAM AGREEMENT END DATE
06/30/2005

PRIOR MAXIMUM PROGRAM AGREEMENT
AMOUNT

AMOUNT OF INCREASE OR DECREASE
\$39,730.00

TOTAL MAXIMUM PROGRAM AGREEMENT
AMOUNT

\$3,311,094.00

\$3,350,824.00

REASON FOR AMENDMENT:

CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

☒ Exhibits (specify): Exhibit A-7, Award and Revenues

This Program Agreement 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 Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

Max Benitz, Chair, Benton Co. Comm

5-1-06

Neva Corkrum, Chair, Franklin Co.

4/24/06

PRINTED NAME AND TITLE

Comm. DATE SIGNED

Sheryl Turner, Contracts Administrator
Division of Alcohol and Substance Abuse

5/10/06

Approved as to form:

DSHS Central Contract Services
County Program Agreement Amendment #6026CF (1-17-01)

Benton Co. PO

Franklin Co. PO

Page 1

2006 216

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
COUNTY PROGRAM AGREEMENT NUMBER
AMENDMENT NUMBER 07**

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. The AWARD AND REVENUES page, Exhibit A-6, is deleted and replaced by the attached revised AWARD AND REVENUES page, Exhibit A-7.
2. The State Grant-In-Aid is increased by \$39,730 from \$1,623,713 to \$1,663,443. The source of these funds is State Funds.
3. The Non Criminal Justice Match Requirement is increased by \$4,414 from \$279,726 to \$284,140.
4. The maximum consideration is increased by \$39,730 from \$3,311,094 to \$3,350,824.

All other terms and conditions of this Program Agreement remain in full force and effect.

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EXHIBIT "A-7"

AWARD AND REVENUES

COUNTY
PROGRAM AGREEMENT NUMBER

BENTON/FRANKLIN
8273-7

The County(ies) referred to above, is hereby awarded the following amounts for the purposes listed.

BARS CODE	TYPE OF SERVICE	Award Amount
	GRANT IN AID	
333.99.59	SAPT - Grant in Aid	423,464
334.04.6X	STATE - Grant in Aid	1,663,443
	TANF	
333.97.78/334.04.6X	***MEDICAID/STATE - TANF Outstationed Staff	123,620
334.04.6X	*STATE - TANF Treatment Services	67,481
	OTHER	
333.99.59	SAPT - Prevention	220,445
333.99.59	SAPT - Children's Transition Initiative	10,000
333.99.59	SAPT - Community Prevention Training	10,000
334.04.6X	STATE - Detoxification	380,708
334.04.6X	STATE - SSI Cost Offset	27,692
334.04.6X	STATE - County CJTA	283,268
334.04.6X	STATE - Safe Babies/Safe Moms	90,000
333.16.5X	BRYNE - Drug Court Youth Yr 2	50,703
Total Federal Funds		776,422
Total State Funds		2,574,402
 TOTAL ALL AWARDS		\$3,350,824
County Participation Match Requirement:		BUDGET
Non Criminal Justice Match Requirement		284,140
Criminal Justice Match Requirement		75,777
 TOTAL AWARDS AND REVENUES		\$3,710,741

\$0

The Catalog of Federal Domestic Assistance (CFDA) number for the federal funds listed above is 93.959

** Awards noted do not require County Participation Match*

**** This Award does not require County Participation Match and funds are made up of Federal Medicaid and State Funds*

EXHIBIT 8
TREATMENT PROVIDERS WORKSHEET

April 24, 2006

COUNTY BENTON/FRANKLIN
PROGRAM AGREEMENT NUMBER 8273-7

*The County plans to contract with the following providers to deliver services as designated by
"Contract Type" in accordance with this contract.*

Provider Organization	Green Book No.	Contract Type	Effective Date
* Advocates of Wellness	03 0444 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2003
American Behavioral Health Systems, Inc.	32 0967 00	CJTA	April 29, 2004
* Benton Franklin Counties Assessment Ctr.	03 0546 00	ADATSA Assessment Adult Outpatient Criminal Justice SSI	July 1, 2003
* Benton Franklin Counties Detox Ctr Branch of Nueva Esperanza Cnsling Ctr.	11 1148 00	Sub-Acute Detox	April 1, 2004
Center for Alcohol and Drug Treatment	04 0006 00	CJTA	March 1, 2004
* Life Changes Chemical Dep. Agency Main Facility	03 0559 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2003
* Life Changes Chemical Dep. Agency Project Youth Recovery	03 0559 01	Drug Court Youth	July 1, 2003
* Lourdes Counseling Center	03 0252 02	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2003
Contract Type	ADATSA Assessment ADATSA Outpatient Adult Outpatient DCFS Detox SSI	Opiate Substitution Pregnant and Parenting Women (PPW) TANF Youth Drug Court (State, HDTA, Bryne Criminal Justice TASC	

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REGION II CSD

Asterisk (*) indicates Title XIX Contract.

NOTE: Sub Contractors must be certified if providing treatment services.

Signature

Date

TREATMENT PROVIDERS WORKSHEET

COUNTY BENTON/FRANKLIN
PROGRAM AGREEMENT NUMBER 8273-7100

*The County plans to contract with the following providers to deliver services as designated by
"Contract Type" in accordance with this contract.*

Provider Organization	Green Book No.	Contract Type	Effective Date
* Somerset Counseling Center	03 1052 00	Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2003
SPARC Intensive Inpatient Services	32 0121 02	CJTA Inpatient	June 1, 2004
* Unity Counseling Services	11 0457 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2003

RECEIVED**MAY 08 2006****REGION II CSD****Terminated Providers****Green Book No.****Effective Date****Contract Type**

ADATSA Assessment
ADATSA Outpatient
Adult Outpatient
DCFS
Detox
SSI

Opiate Substitution
Pregnant and Parenting Women (PPW)
TANF
Youth
Drug Court (State, HDTA, Bryne
Criminal Justice
TASC

Asterisk (*) indicates Title XIX Contract.

NOTE: Sub Contractors must be certified if providing treatment services.

Signature

Date

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement Amendment #0363-26858-07 with the Division of Alcohol and Substance Abuse Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Division of Alcohol and Substance Abuse (DASA) would like to continue contracting with the Department of Human Services to provide treatment services to clients for the 2003-05 biennium and add \$39,730.00 to the original agreement. This is for over expended State Grant-In-Aid funding and Non-Criminal Justice Match Requirements.

SUMMARY

Award: The maximum consideration will be \$3,350,824.00

Period: June 1, 2005 to June 30, 2005.

Funding Source: Division of Alcohol and Substance

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this agreement is provided by the Division of Alcohol and Substance Abuse and the US Department of Justice. **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 #0363-26858-07 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY
RESOLUTION NO. 2006 217**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTERLOCAL AGREEMENT BETWEEN THE GREATER COLUMBIA
BEHAVIORAL HEALTH AND FRANKLIN COUNTY**

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

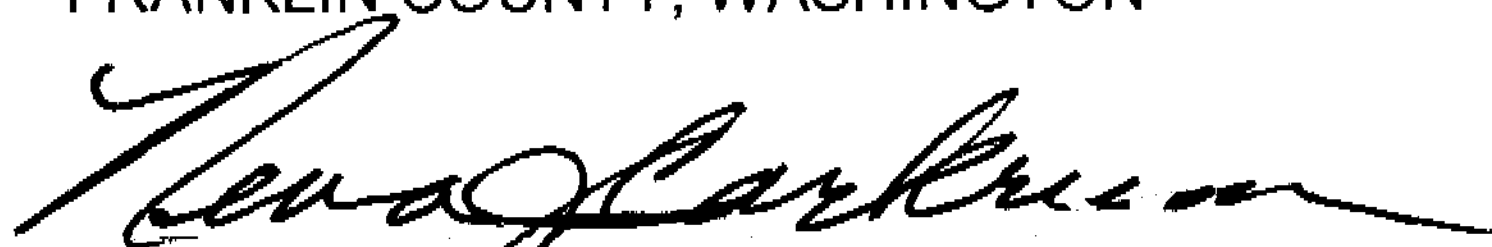
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

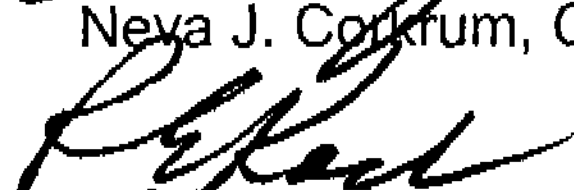
NOW THEREFORE, BE IT RESOLVED that the attached agreement between Franklin County and the Greater Columbia Behavioral Health is hereby approved by the Board.

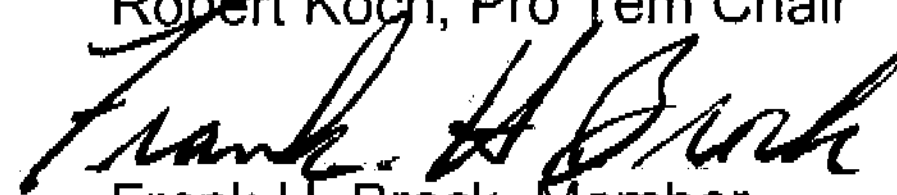
BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign the Interlocal Agreement.

APPROVED this 24th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Conkum, Chair


Robert Koch, Pro Tem Chair


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Franklin Co. Commissioners
Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

**SECOND AMENDED
INTERLOCAL AGREEMENT**

GREATER COLUMBIA BEHAVIORAL HEALTH

2006 217

This Agreement is made and entered into by and among the several counties organized and existing under the Constitution and laws as political subdivisions of the State of Washington which are signatory to this Agreement; and

RECITALS

WHEREAS, The State of Washington has passed 2SSB5400 as amended from time to time instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has passed SB6408 amending RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Yakama Indian Nation desires to be represented as a party to the network operated by the undersigned counties according to RCW 71.24.300 and Chapter 204 Section 2 of the law of 1994 and the counties agree to such representation as specified herein; and

WHEREAS, each of the member counties and tribal authority(ies) desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1**PURPOSE**

This Agreement is entered into for continuing and expanding Greater Columbia Behavioral Health, hereinafter called GCBH, which shall be organized under Chapters 71.24 RCW, Community Mental Health Services Act, and 39.34 RCW, Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

ARTICLE 2**PARTIES TO AGREEMENT**

Each member county who is a party to this Agreement certifies that it intends to participate with all who are signatories to this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3**DURATION OF AGREEMENT**

This Agreement shall become effective when signed by all member counties and filed with the Secretary of State. This Agreement shall have a duration of ten years and shall be renewable by a majority vote of the member counties unless terminated as herein provided.

ARTICLE 4**MEMBERSHIP COMPOSITION**

Membership, pursuant to 2SSB5400 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member counties. In accordance with SB6408 the member counties shall include tribal authorities in the administration and management of GCBH. As signatories to the Agreement the counties shall be known as the "member counties". The tribal authority appointed to CBH shall be known as the "member tribal authority". The collective term to describe the member counties and the member tribal authority shall be known as "member governments".

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by Chapter 71.24 RCW as amended and shall act through a Board of Directors of the RSN performing all the functions and duties normally expected of a Board of Directors. The Board of Directors of the RSN shall be responsible for implementation of 2SSB5400, Chapter 205, Laws of 1989 51st Legislature, Regular Session as amended from time to time.

ARTICLE 6

ORGANIZATION

A. BOARD OF DIRECTORS. GCBH shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each member county plus one other Director (the "Tribal Director"), who shall be appointed by the Board in the manner described below. Directors and Alternate Directors, except for the Tribal Director and the Tribal Alternate Director, described below, shall be Commissioners or the designee of member counties, and shall be appointed by and serve at the pleasure of the Boards of County Commissioners respectively of member counties. Alternate Directors, including the Tribal Alternate Director shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that member county's Director (or in the case of an Alternate Tribal Director, as the Tribal Director) when such Director or Tribal Director is absent from the meeting. Each Director or Alternate Director and the Tribal Director or Alternate Tribal Director, shall have one vote. Each county shall appoint a Director and an Alternate Director.

The Directors representing the member counties shall appoint one additional Director and one additional Alternate Director, who for purposes of this Agreement shall be designated as the Tribal Director and the Tribal Alternate Director. The individuals appointed as such Tribal Director and Tribal Alternate Director shall be individuals who are nominated to the Directors for such positions by the Yakama Indian Nation. The Tribal Director or the Alternate Tribal Director shall be considered an equal member of the Board of Directors for all purposes under this Agreement.

B. OFFICERS. The Board shall elect officers to govern GCBH as provided by its Bylaws.

C. MEETINGS. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW.

D. **AUTHORITY.** The Board of Directors shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members.

E. If, at any time in the future, the Yakama Indian Nation informs GCBH in writing that it no longer wishes to participate in the nomination of or representation by individuals in the Tribal Director and Alternate Tribal Director positions, the GCBH Board shall leave those positions unfilled.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

A. The member governments of Greater Columbia Behavioral Health (GCBH) shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable laws of their respective government for any acts or omissions related to the performance of services under this Interlocal Agreement. The member government shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective government. The member government shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member government. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member government shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member government shall indemnify and hold harmless each and every other member government of GCBH, including each member government's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of the member governments' actions or obligations under this Agreement.

C. Greater Columbia Behavioral Health (GCBH) shall obtain and maintain throughout the term of this Agreement general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable Bylaws of GCBH and consistent with the laws of the member government for any acts or omissions related to the performance of services. GCBH shall name each member government as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member government. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member government. GCBH shall be solely responsible for any deductible amounts required under such policies, however,

said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member government(s). Evidence of such insurance shall be promptly provided to the member government(s) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member government at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member government of GCBH, including but not limited to, each member government's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member governments have no obligation to indemnify and hold harmless Greater Columbia Behavioral Health (GCBH), including but not limited to, each officer, director, employee, agent and representative; except for member governments own omissions or neglect.

F. The member counties agree that, in all agency, delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH. The first Business Office of GCBH shall be the Benton and Franklin Counties Department of Human Services. Changing of the Business Office shall be accomplished as provided for in the Bylaws of GCBH.

ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Board shall establish and maintain biennial budgets for the operation of GCBH.

B. **AUDIT REPORT.** GCBH, on behalf of the Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of the GCBH shall be open to inspection at all reasonable times at the request of a director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Director. Said audit of GCBH shall be performed by an independent certified public accounting firm or the Washington State Auditor's Office at the discretion of the Business Office. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

CANCELLATION AND WITHDRAWAL

A. **CANCELLATION.** A member county's participation in this Agreement and GCBH may be involuntarily canceled for cause at any time by an affirmative vote of three quarters of the entire Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Board,
2. failure to meet applicable Regional goals and standards in a good faith effort,
3. failure to notify the Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health,

or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six months after the date of Board action unless a different period is otherwise determined by the Board. Until the effective date, the canceled member county shall still benefit from the services of GCBH.

B. **WITHDRAWAL.** No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. **EFFECT OF CANCELLATION AND WITHDRAWAL.** The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. INITIAL CONTRACT APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the initial contract between the State of Washington and GCBH. Any member county not approving the initial or renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from liability under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice to its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of at least two thirds of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 12

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against the GCBH. The Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims.

ARTICLE 13

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its director of the respective member county at such addresses as may be given in writing to GCBH.

ARTICLE 14**AMENDMENTS**

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 15**PROHIBITION AGAINST ASSIGNMENT**

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 16**ENFORCEMENT AND VENUE**

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH Board prior to commencement of any such action.

ARTICLE 17**DEFAULT**

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, the GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the 60 day period.

ARTICLE 18**NO WAIVERS**

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19**SEVERABILITY**

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 20**TIME**

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21**HEADINGS**

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 23**COUNTERPART COPIES**

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24**AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

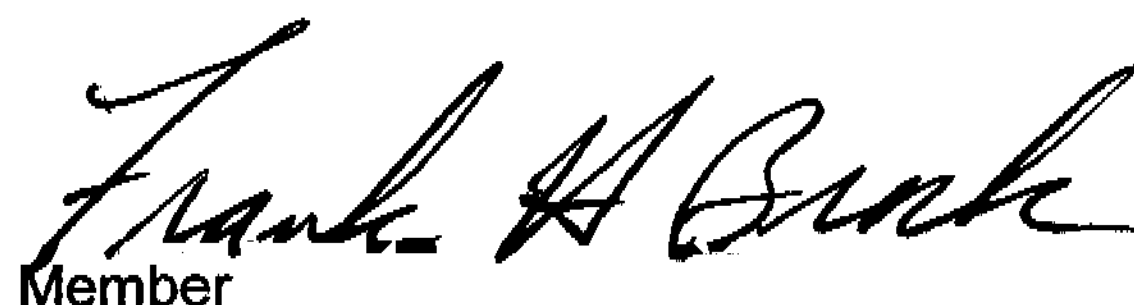
**SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 24, 1996. This agreement is signed on this 24th day of APRIL, 2006.

FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

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

Attest:


Clerk of the Board

Approved as to form:


Deputy Prosecuting Attorney

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Interlocal Agreement between Greater Columbia Behavioral Health and Franklin County 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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

It is the purpose of this Agreement to continue and expand the GCBH under 71.24 RCW and 39.34 RCW, to provide programs of comprehensive mental health services and economy of resources for all member counties.

SUMMARY

Award: Not applicable

Period: A duration 10 years after signatures of all member counties and renewed by a majority vote of the member counties.

Funding Source: No applicable

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. This Agreement is for continuance and expansion of mental health programs.

MOTION

To approve signing the Interlocal Agreement between Greater Columbia Behavioral Health and Franklin County to provide programs of comprehensive mental health services and economy of resources for Franklin County, and to authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY RESOLUTION NO. 2006 212

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract Modification between the Benton-Franklin Workforce Development Council and Career Path Services for the contract period December 1, 2004 through March 30, 2006, for the Dropout Prevention/Intervention Program for the purpose of extending the contract period through May 31, 2006, and effecting various line item transfers.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C. W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has 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 this contract modification as being in the best interest of the citizens of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Franklin County Commissioners approves the Dropout Prevention/Intervention Program contract modification between the Benton-Franklin Workforce Development Council and Career Path Services for the purpose of extending the contract period through May 31, 2006, and effecting various line item transfers.

BE IT FURTHER RESOLVED that the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract on behalf of the Board.

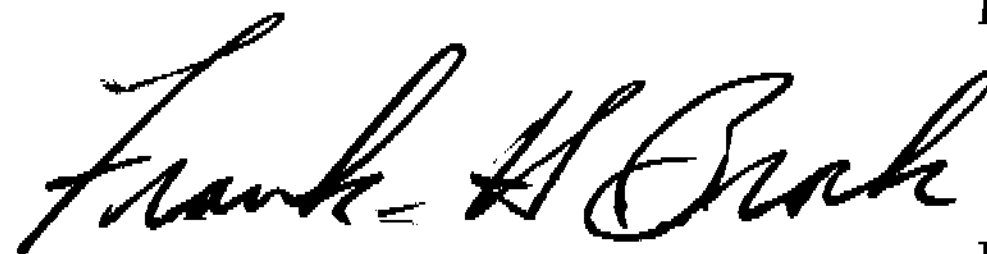
APPROVED this 24th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman of the Board



Member



Member

Constituting the Board of County
Commissioners of Franklin Co.,
Washington

Attest:


Clerk to the Board

D. Noski

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT MODIFICATION
CFDA #17.258; 17.259; 17.260**

Modification Number: 2

Date: 3/01/2006

2006 212

Contractor: Career Path Services

THE CONTRACT WITH THE CONTRACTOR EFFECTIVE DECEMBER 1, 2004 FOR DROPOUT PREVENTION & INTERVENTION SERVICES, INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATIONS CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

This modification is for the purpose of extending the contract through May 31, 2006, and line item transfers of funds in order to complete the contract deliverables. Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE APRIL 1, 2006, REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE WORKFORCE DEVELOPMENT
COUNCIL

FOR THE PROVIDER

Michelle M Mann 3-16-06
Signature/Executive Director Date

with Jayachari 5-2-06
Signature Date
Executive Director
Title

Received and Reviewed:

Approved as to form only:

Ma E. Benoit
CHAIRMAN, Benton County Commissioners Date

Ryan K Brown 3/9/06
Benton County Deputy Prosecuting Attorney Date

Randy L. Brown 4/24/06
CHAIRMAN, Franklin County Commissioners Date

BUF 04.18.06
Franklin County Deputy Prosecuting Attorney Date

EXHIBIT C - BUDGET
DROPOUT PREVENT/INTERVENTION

CONTRACTOR: Career Path Services
PROGRAM TITLE: Dropout Prevention & Intervention
CONTRACT YEAR: 12/01/04 - 3/31/06 Extended to 5/31/06
MODIFICATION #2

Budget Line Item	Total
Salaries	\$ 51,912
Benefits	\$ 20,933
Travel	\$ 4,000
Staff Training	\$ 350
Instructional Material	\$ 200
Testing Fees	\$ -
Support Services	\$ 2,000
Advertising	\$ 100
Supplies & Other	\$ 200
Subcontracts	\$ 3,439
Indirect Program	\$ 2,119
Indirect admin	\$ 19,480
Total	\$ 104,733

FRANKLIN COUNTY RESOLUTION NO. 2006 218

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INCREASE THE REVENUE AND EXPENDITURE BOTTOM LINES OF THE 2006 MISCELLANEOUS SUPPLEMENTAL PRESERVATION FUND, NUMBER 103-000-001, BY \$10,000

and

CREATION OF REVENUE LINE ITEM 334.00.30.0001 (SEC. OF STATE ARCHIVES GRANT – COMMISSIONER RECORDS) AND EXPENDITURE LINE ITEM 594.11.64.0680 (SEC. OF STATE ARCHIVES GRANT – COMMISSIONER RECORDS) WITHIN THE 2006 MISCELLANEOUS SUPPLEMENTAL PRESERVATION FUND, NUMBER 103-000-001

and

AUTHORIZING INFORMATION SERVICES TO ACCEPT THE IMAGING SYSTEM PROPOSAL FROM IMAGETEK IN THE AMOUNT OF \$18,141 AND THE QUOTE FROM GOVCONNECTION FOR A COLOR DOCUMENT SCANNER IN THE AMOUNT OF \$2,298.48, PLUS APPLICABLE TAXES

and

AUTHORIZING INFORMATION SERVICES TO ACCEPT THE QUOTE FROM GOVCONNECTION FOR TWO DR-2050C COMPACT COLOR DOCUMENT SCANNERS IN THE AMOUNT OF \$1,096.38, PLUS APPLICABLE TAX

WHEREAS, the Clerk to the Board applied for and received a grant from the Washington State Archives Local Records Grant Program for the purpose of microfilming and digitizing Commissioner minutes and resolutions; and

WHEREAS, the Information Services Director (I.S.) requested demonstrations for imaging systems prior to choosing the best company for Franklin County to contract with; and

WHEREAS, the I.S. Director recommended contracting with Imagetek, as the company has the necessary experience and knowledge; and

WHEREAS, I.S. received a proposal from Imagetek for an imaging system (\$18,141) and a quote from GovConnection for the purchase of a Canon color document scanner (\$2,298.48), for a total of \$20,439.48 without tax; and

WHEREAS, the Board gave **consensus approval** during the Commissioners' Proceeding for February 8, 2006 to utilize \$4,000 from the state grant funds, \$15,000 from the Supplemental Preservation Fund, and \$3,000 from the Auditor's O&M Fund, Machinery and Equipment line item (upon the committee's approval) for a total of \$22,000; and

WHEREAS, the Auditor's Centennial Document Preservation and Modernization Committee approved expenditure of \$3,000 from the Auditor O&M Budget, Number 102-000-001, line item 594.14.64.0000 (Machinery & Equipment) to assist in purchasing said hardware and software; and

Franklin County Resolution No. 2006 218

Page 2

Commissioners Imaging System

WHEREAS, the Chairman of the Board recommended the additional monies required for taxes be taken from the Supplemental Preservation Fund, along with the cost of the two compact color document scanners for administrative staff; and

WHEREAS, a public hearing was held April 24, 2006 to take testimony for and against increasing the revenue and expenditure bottom lines of the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001, by \$10,000, due to grant funding received from the Secretary of State for archiving Commissioner records; 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 approves increasing the revenue and expenditure bottom lines of the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001, by \$10,000.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves creation of revenue line item 334.00.30.0001 (Sec. of State Archives Grant – Commissioner Records) and expenditure line item 594.11.64.0680 (Sec. of State Archives Grant – Commissioner Records) within the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes Information Services to accept the imaging system proposal from Imagetek in the amount of \$18,141, plus tax, and the quote from GovConnection for a color document scanner in the amount of \$2,298.48, plus tax, to be paid as follows:

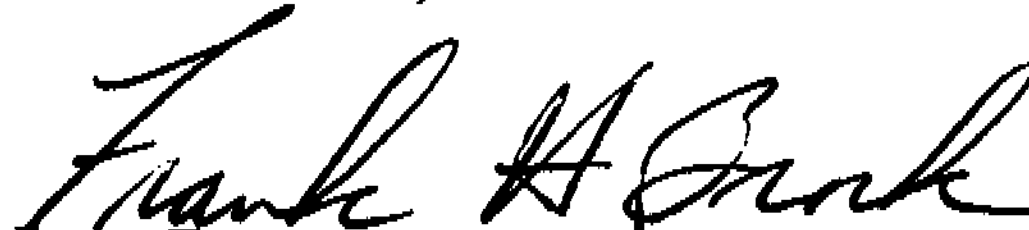
- ✓ \$4,000 from the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001, line item 594.11.64.0680 0001 (Sec. of State Archives Grant – Commissioner Records).
- ✓ \$15,000 from the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001, line item 594.14.64.0000 (Machinery & Equipment).
- ✓ \$3,000 from the 2006 Miscellaneous Auditor O&M Budget, Number 102-000-001, line item 594.14.64.0000 (Machinery & Equipment).
- ✓ Additional taxes to be paid from the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001, line item 594.14.64.0000 (Machinery & Equipment).

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes Information Services to accept the Quote from GovConnection for two DR-2050C compact color document scanners for a total of \$1,096.38, plus tax, to be paid from the 2006 Miscellaneous Supplemental Preservation Fund, Number 103-000-001, line item 594.14.64.0000 (Machinery & Equipment).

Franklin County Resolution No. 2006 218

Page 3

Commissioners Imaging System

APPROVED this 24th day of April 2006.BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
Neva J. Corkrum, Chair
Robert E. Koch, Chair Pro Tem
Frank H. Brock, Member

Attest:


Clerk to the BoardOriginals: Auditor
Minutes
Information Servicescc: Accounting
Imaging System File
Treasurer



Imaging System Proposal

Prepared by: Dane Meuler
Franklin County - Commissioner's Office
Date: April 1, 2006

2006 218

Software

Qty	Model	Description	Cost	Total
2	AX/WX_10	ApplicationXtender/WebXtender Server Concurrent Connection Standalone - Content management software with user configurable interface. Contains viewer, version control, document capture and indexing, batch indexing and secure annotations. Administration module for security and application design.	\$ 2,200	\$ 4,400
1	AX_OCR	ApplicationXtender OCR Server	\$ 1,999	\$ 1,999
1	VFT	Verity Full Text Server Software	\$ 3,999	\$ 3,999
5	VFT_1	Verity Full Text Client Software (1-49)	\$ 299	\$ 1,495
		Subtotal	\$	\$ 11,893
		Total	\$	\$ 11,893

Services

Qty	Model	Description	Cost	Total
	Software Assurance	One year of upgrades and patches provided by the manufacturer		\$ 2,498
1.5	20 Pre-Paid Hours	Hours* to be used for installation, training, onsite, travel, remote and phone support. Hours do not expire.	\$ 2,500	\$ 3,750
		Total	\$	\$ 6,248

Hardware \$ -
Software \$ 11,893
Services \$ 6,248

Total \$ 18,141

Automate. Integrate. Accelerate.™



Imaging System Proposal

Prepared by: Dane Meuler
 Franklin County - Commissioner's Office
 Date: April 1, 2006

OPTIONS

Hardware

Qty	Model	Description	Cost	Total
	DR2580C	Canon Duplex Scanner , ADF, Color, 25 ppm, 11" x 14", USB	\$ 754	\$ -
	DR3060	Canon Duplex Scanner , ADF, Bitonal, 43 ppm, 8.5" x 14", USB	\$ 2,467	\$ -
	DR3080CII	Canon Duplex Scanner , ADF, Color, 43 ppm, 8.5" x 14", USB	\$ 2,689	\$ -
	DR5010C	Canon Duplex Scanner , ADF, Color, 50 ppm, 11" x 17", USB	\$ 3,744	\$ -
	DR7580	Canon Duplex Scanner , ADF, Bitonal, 75 ppm, 11" x 17", USB	\$ 4,994	\$ -
	DR7080C	Canon Duplex Scanner , ADF/Flatbed, Color, 70 ppm, 11" x 17", USB	\$ 5,289	\$ -
	DR9080C	Canon Duplex Scanner , ADF, Color, 93PPM, 11" x 17", USB	\$ 9,975	\$ -
	SCSI Kit1	SCSI Card and 6' cable for scanner	\$ 300	\$ -

Services

Qty	Model	Description	Cost	Total
	5 Pre-Paid Hours	Hours* to be used for installation, training, onsite, travel, remote	\$ 675	\$ -
	10 Pre-Paid Hours	Hours* to be used for installation, training, onsite, travel, remote	\$ 1,300	\$ -
	20 Pre-Paid Hours	Hours* to be used for installation, training, onsite, travel, remote	\$ 2,500	\$ -

Terms and Conditions

- * The quotation is a reflection of the goods and services needed to perform the task outlined in the attached scope
- * CLIENT Agrees to pay invoices net 15 days
- * Shipping is not included in the proposal
- * All hardware is quoted without installation unless otherwise indicated
- * All hardware comes with 90 day parts and labor warranty from the manufacturer
- * Applicable taxes are not included
- * Overnight expenses, travel or airfare are not included
- * Proposal expires in 30 days

PO#

Signature

Date

[Handwritten Signature] 4/24/06



Scope Document
April 1, 2006

Current Situation

The Superior Clerk owns a 5 user ApplicationXtender system that is maintained by the IT department and could be used by other departments for their important documents. The Commissioner's Office keeps their documents in paper and does have a multifunction device that they use to satisfy requests for documents via email. Most of the documents that are eventually signed are created in MS Word.

Meetings are held on Monday and Wednesday and the packets are completed on Thursday for Monday and Friday for Wednesday. Documents that must be kept include, Minutes, Ordinances, Resolutions and Agreements.

Problem

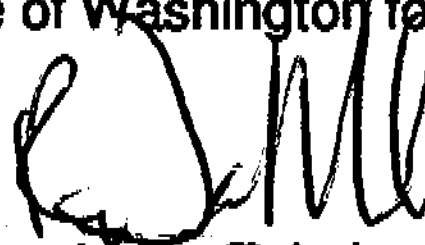
The documents that must be maintained in perpetuity and only exist in paper and are difficult to retrieve and the electronic versions in MS Word are organized on the file server in many directories.


Goals and Vision

Scan and store the documents in AX and allow access to the appropriate documents via an index structure and full text indexing. Eventually allow the public to access the documents.

Needs Assessment

Automate the process by purchasing a couple of additional licenses for the AX system, the OCR server and the full text server. Store the electronic MS Word version in the system and then scan the original and archival document for permanent retention. The document the system and submit to the State of Washington for approval of the system and the ability to discard the paper documents.


ImageTek, Inc
4/29/06
Date


Customer
4/24/06
Date

Currently there is a Word document that has an index of the:

Number	Date	Description
--------	------	-------------

J:\resindex\res2005nu.doc



706 Milford Road
Merrimack, NH 03054

QUOTATIONQuote # **1599439.01-W**

*PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING*

Date: **April 3, 2006**Valid through: **May 3, 2006**Account #: **5823437**Account Executive: **John Collins**Phone: **(800) 800-0019 x33166**Fax: **(603) 683-0247**Email: **jcollins@govconnection.com****2006 218****QUOTE PROVIDED TO:**

Franklin County, Wa
Toni Fulton

SHIP TO:

Franklin County, Wa
Toni Fulton

DELIVERY				FOB	TERMS	CONTRACT ID #	
1-30 Days A/R/O				Destination	NET 30		
Line #	Qty	Item #	Manuf. Part #	Description		Price	Ext
1	1	5347169	9673A002	DR-3080CII Color Document Scanner CANON OFFICE PRODUCTS		\$2,298.48	\$2,298.48
Lines: 1						Total Merchandise	\$2,298.48
						Fee	
						Ship Via: Ground	25. pounds
						Shipping and Handling	CALLI
						Tax	
						TOTAL	\$2,298.48

ORDERING INFORMATION:

TERMS: NET 30
FOB POINT: DESTINATION
DELIVERY TIME: 1-30 DAYS ARO
CAGE CODE: 0GTJ3
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 52-1837891
DUNS NUMBER: 80-967-8782
CEC: 80-068888K

Ordering Address:
Attn: Your Account Managers Name
GovConnection, Inc.
706 Milford Road
Merrimack, NH 03054

Please be sure to include the attached quote number on your purchase order

Remittance Address:
GovConnection, Inc.
PO Box 81018
Woburn, MA 01813-1018

EFT/ACH Bank Information:
Bank: Mellon Bank
ABA#: 043000261
Account#: 1032944

Sales: 800-800-0019
Fax: 603-423-2482

Important Notice - Standard Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative.



706 Milford Road
Merrimack, NH 03054

QUOTATION**Quote # 1599423.01-W**

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: April 3, 2006

Valid through: May 3, 2006

Account #: 5823437

Account Executive: John Collins

Phone: (800) 800-0019 x33166

Fax: (603) 683-0247

Email: jcollins@govconnection.com

2006 218

QUOTE PROVIDED TO:

Franklin County, Wa
Toni Fulton

SHIP TO:

Franklin County, Wa
Toni Fulton

DELIVERY				FOB	TERMS	CONTRACT ID #	
1-30 Days A/R/O				Destination	NET 30		
* Line #	Qty	Item #	Manuf. Part #	Description		Price	Ext
1	2	5857118	0433B002AA	DR-2050C Compact Color Document Scanner CANON OFFICE PRODUCTS		\$548.19	\$1,096.38
Lines: 1						Total Merchandise	\$1,096.38
						Fee	
						Ship Via: Ground	20. pounds
						Shipping and Handling	CALLI
						Tax	
						TOTAL	\$1,096.38

ORDERING INFORMATION:

TERMS: NET 30
FOB POINT: DESTINATION
DELIVERY TIME: 1-30 DAYS ARO
CAGE CODE: 0GTJ3
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 52-1837891
DUNS NUMBER: 80-967-8782
CEC: 80-068888K

Ordering Address:
Attn: Your Account Managers Name
GovConnection, Inc.
706 Milford Road
Merrimack, NH 03054

Please be sure to include the attached quote number on your purchase order

Remittance Address:
GovConnection, Inc.
PO Box 81018
Woburn, MA 01813-1018

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ORDINANCE NUMBER 05 -2006**AN ORDINANCE LEVYING AND COLLECTING AN ADDITIONAL ONE-QUARTER OF ONE PERCENT REAL ESTATE EXCISE TAX.**

WHEREAS, pursuant to RCW 82.46.010(2) and Franklin County Code Chapter 3.24, Franklin County levies and collects an excise tax on each sale of real property in the unincorporated areas of Franklin County at a rate of one-quarter of one percent of the selling price; and

WHEREAS, RCW 36.70A.040(1) mandates Franklin County to plan per Chapter 36.70 RCW, and

WHEREAS, the mandate of RCW 36.70A.040(1) authorizes Franklin County, under the authority of RCW 82.46.035(2), to levy and collect an additional excise tax on each sale of real property in the unincorporated areas of Franklin County at a rate of one-quarter of one percent of the selling price.

WHEREAS, it appears to the Board of Franklin County Commissioners that it would be in the best interest of the citizens of Franklin County that an additional one-quarter of one percent excise tax on each sale of real property in the unincorporated areas of Franklin County be imposed;

WHEREAS, this matter, having been considered by the Board of County Commissioners at a duly-advertised public hearing; now, therefore,

BE IT HEREBY ORDAINED BY THE BOARD OF FRANKLIN COUNTY COMMISSIONERS as follows:

Section 1: Imposition of Additional Excise Tax.

In addition to the excise tax imposed by RCW 82.46.010(2) and Franklin County Code Chapter 3.24, there is hereby imposed an excise tax on each sale of real property in the unincorporated areas of Franklin County pursuant to the authority granted in RCW 82.46.035(2). Such tax shall be imposed upon and collected from persons who are taxable by the state under Chapter 82.45 RCW upon the occurrence of any taxable event within the unincorporated areas of Franklin County.

Section 2: Additional Excise Tax Rate.

Effective June 1, 2006, the rate of additional excise tax imposed herein shall be one-quarter of one percent of the selling price on each sale of real property in the unincorporated areas of Franklin County.

Section 3: Administration, Collection, and Distribution of Additional Excise Tax Funds.

(a) The additional excise tax imposed herein shall be administered and collected by the County Treasurer in accordance with Chapter 82.46 RCW. Such administration and collection shall comply with all applicable rules, regulations, laws, and court decisions regarding real estate excise taxes as imposed by the state per Chapter 82.45 RCW.

(b) All additional excise tax funds collected shall be deposited in a separate Franklin County account, Number 168-000-001, entitled "2nd Quarter % Excise Tax Fund".

(c) The County Treasurer shall place one (1) percent of the additional excise tax funds collected herein in the Franklin County current expense fund to defray costs of collection.

(d) All remaining additional excise tax funds shall be distributed by the County Treasurer for uses specified herein Section 4.

Section 4: Use of Collected Funds.

All funds collected from the additional excise tax imposed herein, except funds specified in Section 3(c) herein, shall be used solely for "capital projects" specified in a capital facilities plan element of Franklin County's comprehensive plan. For purposes herein, "capital projects" shall be defined pursuant to RCW 82.46.035(5) as those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

Section 5: Lien on Property.

The additional excise tax imposed herein, and any interest and penalties thereon, is a specific lien upon each piece of real property sold from the time of sale until the tax is paid, which lien may be enforced in the manner prescribed for the foreclosure of mortgages.

Section 6: Seller's Obligation.

The additional excise tax imposed herein, and any interest and penalties thereon, is the obligation of the seller and may be enforced through an action of debt against the seller or in the manner prescribed for the foreclosure of mortgages. Resort to one course of enforcement is not an election not to pursue the other.

Section 7: Payment and Recording Procedures.

Pursuant to RCW 82.46.060 any taxes imposed shall be paid to and collected by the County Treasurer within which is located the real property which is sold. The County Treasurer shall cause a stamp evidencing satisfaction of the lien to be affixed to the instrument of sale or conveyance prior to its recording or to the real estate excise tax affidavit in the case of used mobile home sales. A receipt issued by the county treasurer for the payment of the tax imposed under this chapter or RCW 82.46.070 shall be evidence of the satisfaction of the lien imposed in RCW 82.46.040 and may be recorded in the manner prescribed for recording satisfactions of mortgages. No instrument of sale or conveyance evidencing a sale subject to the tax may be accepted by the County Auditor for filing or recording until the tax is paid and the stamp affixed thereto; in case the tax is not due on the transfer, the instrument shall not be accepted until suitable notation of this fact is made on the instrument by the County Treasurer.

Section 8: Severability.

If any portion of this ordinance and/or code, or its application to any person or circumstances is held invalid, the remainder of the ordinance and/or code and the application of the provisions to other circumstances are not affected.

Section 9: Effective Date.

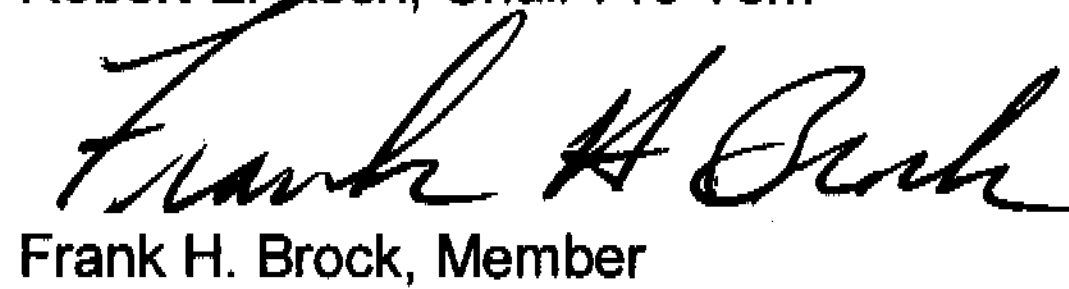
This ordinance and/or code shall take effect on May 1, 2006.

PASSED this 24 day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:

By: 
Ryan E. Verhulp
Deputy Prosecuting Attorney

df

EXHIBIT 13
Franklin County Auditor

April 24, 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

April 24, 2006

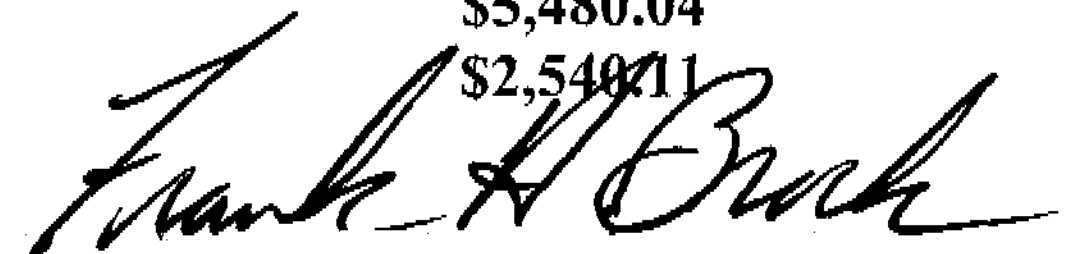
Franklin County Commissioners:

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, April 24, 2006,
Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	50447-50477	\$21,553.21
Current Expense	50478-50521	\$28,585.79
Current Expense	50522	\$3,196.55
Solid Waste	2075	\$503.57
TRAC	9390	\$34,766.92
FC Public Facilities Const Fund	751-753	\$5,480.04
Crime Victims	343-344	\$2,540.11

In the amount of **96,626.19**. The motion was seconded by
And passed by a vote of 3 to 0



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

Patricia Shults

From: Shannon Jones [shannon_jones@co.benton.wa.us]
Sent: Monday, April 24, 2006 6:29 AM
To: Pat Shults
Subject: Board's Approval

Hi Pat,
Long time no hear. Hope all is well with you. :o)

Juvenile has 3 supplemental requests we would like to seek Board approval on. Would it be possible to meet with them sometime this week or early next week? We have to have them to BC by 5/5/06. Thanks so much!

1) Dept 171 - Juvenile Operations: Request in the amount of \$4,792 for utilities and vehicle fuel. During the 2006 Budget process, both Boards of County Commissioners acknowledged the need for additional funding for utilities and fuel due to the increase in rates. It was agreed that Juvenile would present a supplemental request to both Boards early 2006.

Juvenile has expended \$26,736 for utilities in the first quarter of 2006. At this rate, Juvenile's year end utility costs will be a approximately \$106,944, resulting in a \$6,944 overage. Gas prices continue to rise and this supplement will help the Juvenile Department cover the increased fuel costs. FC's portion would be \$ 1,303 and the balance of \$3,489 would be BC's.

2) Dept 173 - Fee for Service: Request in the amount of \$6,000. Revenue would be from fund balance carry forward. Funds would be used to continue our yearly replacement of 2 communication radios for detention staff. Without an adequate number of dependable, functioning radios, detention officers are without the necessary safety and security equipment to do their jobs, and our liability increases significantly.

3) Dept 174 - Grants: Request in the amount of \$104,555 for following purposes:

A) The Juvenile Department was awarded funding by the State of Washington in the amount of \$84,793 to support the Juvenile Drug Court Program in conjunction with the funds approved by County Commissioners in our 2006 Budget Request.

B) The Juvenile Department was recently provided the opportunity to apply for a grant renewal in the amount of \$4,730 for the Selective Aggressive Probation Program. Expenditures associated with this award were not included in our 2006 Budget Request. Therefore, a supplement is needed to expend projected grant revenue accordingly.

C) The Juvenile Department has also been given the opportunity to apply for a grant renewal in the amount of \$15,032 for the National CASA Bi-lingual Expansion Grant which was to end June 30, 2006. Once again, expenditures associated with this award were not included in our 2006 Budget Request, as we expected the grant to end in June. Therefore, a supplement is needed to expend projected grant revenue in accordance with Grant requirements.

Shannon Jones, Administrative Services Manager Benton Franklin Counties Juvenile Justice Center
Shannon.Jones@co.benton.wa.us
Direct Line: (509) 736-2721 Fax: (509) 736-2728

CONFIDENTIALITY STATEMENT

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If you receive this message in error, please contact me at the e-mail address listed above and delete this message without printing, copying, or forwarding it. Thank you.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: Juvenile	Fund Number: 0115-101
Dept Name: Operations	Dept Number: 171

Request Summary

Expenditure	Item Name	Supplement Amount	Revised Budget
BARS Number			
527.100.4701	Utilities	\$4,592	\$104,592
527.100.3201	Fuel	\$200	\$3,672
Total Supplement		\$4,792	

Revenue

Fund Number	Item Name	Amount
0000-101	Current Expense	\$4,792
397.10.0001	Benton County Portion 72.80%	\$3,489
338.27.0003	Franklin County Portion 27.20%	\$1,303
Total Revenue		\$4,792

Basis for Supplement (Attach Documentation as Appropriate):

During the 2006 Budget process, both Boards of County Commissioners acknowledged the need for additional funding for utility and fuel costs due to the increase in rates. Both Boards agreed to supplement Juvenile's 2006 Expenditure Budget as requested by the Department totaling \$4,792 for both line items. Juvenile has expended \$26,736 for utilities in the first quarter of 2006. At this rate, Juvenile's year end utility costs will be approximately \$106,944, resulting in a \$6,944 overage. Gas prices continue to rise and this supplement will help the Juvenile department cover the increased fuel costs.

Commissioners

Benton County

Approved for Hearing ☐Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners

Franklin County

Approved for Hearing ☒Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Juvenile	Fund Number:	0115-101
Dept Name:	Fee For Service Contracts	Dept Number:	173

Request Summary

Expenditure		Item Name	Supplement Amount	Revised Budget
BARS Number				
527.400.3501		Small Equipment	\$6,000	\$5,000

Total Supplement **\$6,000**

Revenue		Item Name	Amount
Fund Number			
0115-101		Short Term Transition Program	334.04.6041 \$6,000

Total Revenue **\$6,000**

Basis for Supplement (Attach Documentation as Appropriate):

The Juvenile Department requested approval to spend \$6,000 of unexpended contract revenues in their 2006 Expenditure Budget Request, to continue with the yearly replacement of 2 communication radios for detention staff. This request was denied. Without an adequate number of dependable, functioning radios, detention officers are without the necessary safety and security equipment to do their jobs, and our liability increases significantly. Juvenile is asking that Commissioners reconsider and allow funding to purchase detention communication radios.

Commissioners

Franklin County

Approved for Hearing ☐ Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners

Franklin County

Approved for Hearing ☒ Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Juvenile	Fund Number:	0115-101
Dept Name:	Grants	Dept Number:	174

Request Summary

Expenditure	Item Name	Supplement Amount	Revised Budget
BARS Number			
527.400.1711	Coordinator	\$8,177	\$25,230
527.400.1605	Counselor II	\$23,187	\$43,455
527.400.1606	Counselor I	\$13,655	\$32,200
527.400.1667	Counselor II	\$4,296	\$8,552
527.400.2102	Social Security	\$3,773	\$43,213
527.400.2103	Medical Insurance	\$5,889	\$83,566
527.400.2104	Retirement	\$1,203	\$13,782
527.400.3101	Supplies	\$2,926	\$7,332
527.400.4101	Legal Services	\$14,400	\$45,150
524.400.4103	Professional Services (Tracking)	\$8,995	\$157,631
527.400.4111	Pro Tem	\$3,803	\$16,075
527.400.4131	Security	\$1,469	\$1,469
527.400.9108	Administrative Costs (Prosecutor and Clerk)	\$12,784	\$18,942
Total Supplement		\$104,555	

Revenue

Fund Number	Item Name	Amount
0115-101	State Juvenile Drug Court 334.04.2010	\$84,793
0115-101	CASA Program Expansion Grant 333.16.5408	\$15,032
0115-101	Selective Aggressive Probation (SAP) 333.16.5230	\$4,730
Total Revenue		\$104,555

Basis for Supplement (Attach Documentation as Appropriate):

The Juvenile Department was awarded funding by the State of Washington to support the Juvenile Drug Court Program in conjunction with the funds approved by County Commissioner in our 2006 Budget Request.

The Juvenile Department was recently provided the opportunity to apply for a grant renewal for the Selective Aggressive Probation Program. Expenditures associated with this award were not included in our 2006 Budget Request. Therefore, a supplement is needed to expend projected grant revenue accordingly.

The Juvenile Department has also been given the opportunity to apply for a grant renewal for the National CASA Bi-lingual Expansion Grant which was to end June 30, 2006. Once again, expenditures associated with this award were not included in our 2006 Budget Request, as we expected the grant to end in June. Therefore, a supplement is needed to expend projected grant revenue in accordance with Grant requirements.

Commissioners

Benton County

Approved for Hearing ☐ Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners

Franklin County

Approved for Hearing ☒ Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

FRANKLIN COUNTY RESOLUTION NO. 2006 219

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND ROLLO TO PERFORM FOUR (4) THIRTY (30) MINUTE PERFORMANCES EACH DAY JULY 1-4, 2006 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND OLD 4TH

WHEREAS, Steven Rohmer, "Rollo!", agrees to perform four (4) thirty (30) minute walk-around performances each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$1,800.00;

WHEREAS, final payment of \$1,800 will be paid on the last day of the show; and

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

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

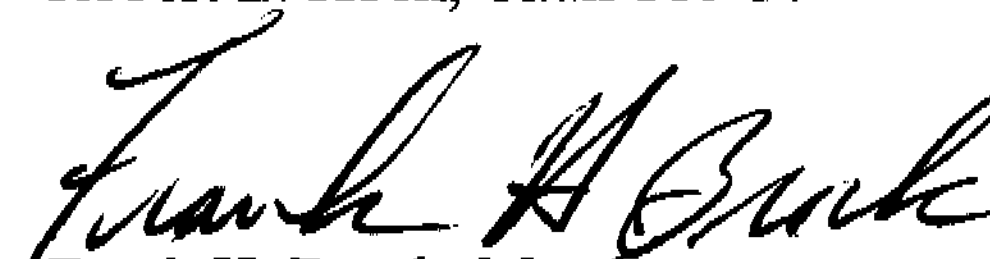
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement between Franklin County and Steven Rohmer, "Rollo!", to perform four (4) thirty (30) minute walk-around performances each day July 1-4, 2006, in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$1,800.00.

APPROVED this 24th day of April 2006.

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


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Steven Rohmer, "Rollo!"

cc: Accounting Department
County Administrator File
County Administrator - Invoice

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Steven Rohmer "Rollo!"**, hereinafter referred to as the Contractor, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Purpose

The purpose of this agreement is to allow Franklin County to retain the Contractor to perform four (4) thirty (30) minute walk-around performances each day July 1-4, 2006 in connection with the project designated Grand Old 4th.

Scope Of Services

The Contractor agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

Time For Performance

Work under this contract shall commence upon the giving of written notice by the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 1-4, 2006.

Payment

The Contractor shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided in Exhibit A, page 3, section 3, attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$1,800.00, without express written modification of the agreement signed by the Franklin County Commissioners.
- b. Final payment of \$1,800.00 will be made promptly upon ascertainment and verification by the County of the completion of the performances under this agreement.
- c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

- d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and Washington State for a period of three (3) years after final payments. Copies shall be made available upon request.

Compliance With Laws

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Indemnification

The Contractor, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Contractor, its officers, agents, and employees in performing this contract. The Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Contractor expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

Insurance

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

Independent Contractor

The Contractor and Franklin County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employees of Contractor shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

Covenant Against Contingent Fees

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Discrimination Prohibited

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

Assignment

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

Non-Waiver

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

Termination

This contract can not be terminated by Franklin County or the Contractor.

Notices

Notices to Franklin County shall be sent to the following address:

Grand Old 4th
Franklin County Administrator
1016 N. Fourth Avenue
Pasco, WA 99301
Attn: Fred H. Bowen

Notices to the Contractor shall be sent to the following address:

Steven Rohmer "Rollo!"
326 New York Avenue
Kissimmee, FL 34741

Integrated Agreement

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor supersedes all prior negotiations, representations, or agreements written or oral. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

Jurisdiction And Venue

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

Changes, Modifications, and Amendments

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

Severability

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

All Writings Contained Herein

This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 15 day of April, 2006.

CONTRACTOR:

Firm: Rollo!

By: Steven Rohmer

Signature: 

Title: Owner/Artist

Approved as to form:


Ryan E. Vernulp,
Chief Civil Prosecutor

BOARD OF COUNTY COMMISSIONER 
Franklin County, Washington


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

ATTEST BY:

 4-24-06
Clerk of the Board

GRAND OLD 4TH BOOKING AGREEMENT

BY AND BETWEEN: The Grand Old 4th
 1016 North 4th.
 Pasco, WA. 99301.
 Herein represented by Dan Blasdel , Event Manager,
 Hereinafter referred to as "Event Manager"

AND: Steven Rohmer
 326 New York Ave.
 Kissimmee, FL. 34741

Hereinafter referred to as "THE "PERFORMER"

WHEREAS the Event Manager is, in part, responsible for the hiring of grounds entertainment for a family oriented event known as the Grand Old 4th and;

WHEREAS THE "PERFORMER" is in the business of producing and presenting a one-man stilt walking act and;

WHEREAS the Event Manager wishes to engage THE "PERFORMER" to present a stilt walking act within the Event during the Grand Old Event and;

WHEREAS the Event Manager will make available certain premises to THE "PERFORMER" within the Event on the terms and conditions as more particularly herein set out for the purpose of providing to THE "PERFORMER" a venue for the presentation of his walkaround performances during The Grand Old 4th Event,

IN CONSIDERATION OF THE FEES TO BE PAID AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

SECTION 1 - walkaround performances

The Event Manager hereby engages THE "PERFORMER" and THE "PERFORMER" agrees to present walkaround performances during the period commencing July 1 and continuing through July 4, 2006 during the term of this agreement in accordance with the following:

The walkaround performances will be presented each day July 1 to July 4, 2006 with four thirty minute walkaround performances per day for a total of 16 walkaround performances; and the walkaround performances will be presented as a free attraction.

In respect of the production and presentation of the walkaround performances, **THE "PERFORMER"** will be responsible for:

Obtaining the supplies and equipment that are necessary for the walkaround performances;

shipping all supplies required for the walkaround performances, to the Event;

providing all transportation and accommodation and administration involved in the walkaround performances;

and other conditions depending on type of show.

In respect of the production and presentation of the walkaround performances, the **Event Manager** will be responsible for:

providing entry and parking passes for the full duration of the Event, July 1 to July 4, 2006;

SECTION 2 - USE OF PREMISES

The Event Manager hereby grants to THE "PERFORMER" the right to occupy and use during the term of this Agreement on a daily basis, the following premises situated within the Event:

areas within the Event as designated by Event Manager for the purpose of presenting the walkaround performances to the public.

The Event Manager will maintain in full force and effect, such policies of insurance in respect of the Event and in such amounts as would be maintained by a prudent owner of similar premises. In addition, THE "PERFORMER" shall maintain a comprehensive general liability insurance acceptable to Event Manager and subject to limits of not less than one million dollars (\$1,000,000) inclusive per occurrence for personal injury (including death) and damage to property including loss of use thereof. THE "PERFORMER" shall provide the Certificate of Insurance no later than 10 days prior to the first day of performance naming the **Grand Old 4th** event as additionally insured.

SECTION 3 - PAYMENT OF FEES

As consideration for the walkaround performances to be presented by THE "PERFORMER" pursuant to this Agreement, the Event Manager will pay to THE "PERFORMER" a fee of \$1800 USDA payable as follows:

A check payable to Steven Rohmer for the amount of \$1800 USDA following successful completion of final walkaround performance, on July 4, 2006

As an independent contractor, performer is responsible for all applicable taxes related to payment fee.

SECTION 4 - TERM

The term of this Agreement will be for the period commencing on the date of signing this Agreement and terminating at midnight on July 4, 2006.

SECTION 5 - MARKETING, ADVERTISING AND PROMOTIONS

- 5.1 The Grand Old 4th will, at its own cost, market, advertise and promote the walkaround performances at the Event and in connection therewith, THE "PERFORMER" shall be billed on all advertising and promotional materials as "Rollo!".

SECTION 6 - TERMINATION

- 6.1 The Grand Old 4th may, at its option, terminate this Agreement, without any further notice should THE "PERFORMER" breach or fail to observe or perform any provision or obligation contained in this Agreement should such default continue for a period of 24 hours after written notice (stating the nature of the default and requiring it to be remedied) has been given by Event Manager to THE "PERFORMER".

SECTION 7 - INDEMNIFICATION

- 7.1 THE "PERFORMER" shall indemnify and save harmless the Grand Old 4th, its directors, officers, employees and agents for any claims, damages, costs, expenses or losses by or to property or persons occasioned by or attributed to anything done or omitted to be done by THE "PERFORMER" under this Agreement.
- 7.2 The Grand Old 4th shall indemnify and save harmless THE "PERFORMER" for any claims, damages, costs, expenses or losses by or to property or persons occasioned by or attributed to anything done or omitted to be done by the Grand Old 4th under this agreement.

SECTION 8 - MISCELLANEOUS

8.1.1 Any notice, approval or other communications to be given hereunder will be given in writing, and will be delivered personally, sent by fax, or mailed, postage prepaid, at the following respective addresses:

TO THE Event Manager The Grand Old 4th Event
1016 North 4th.
Pasco, WA. 99301
Attention: Dan Blasdel
Phone: (509) 545-3578
Facsimile: (509)545-3573

TO THE "PERFORMER"

Steven Rohmer
326 New York Ave.
Kissimmee, Fl. 34741
Phone: (206) 388-4358
Fax: (206) 260-2408

- 8.1.2 Failure by either party to take action against the other will not affect its right to require full performance of this Agreement at any time thereafter. The waiver by either party of the breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach by such party.
- 8.1.3 This is an Agreement between separate entities and neither is the agent, representative, master or servant of or possesses the power to obligate the other or to make any warranties or representations on behalf of the other. Nothing in this Agreement will be construed so as to create a relationship as partners, joint ventures, agents, mandatories, fiduciaries or any other similar relationship between the parties.
- 8.1.4 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations and agreements. No amendment of this Agreement will be binding on the parties unless in writing.
- 8.1.5 Should inclement weather render any performance impossible, Event Manager shall nevertheless pay THE "PERFORMER" in full without any deduction provided that THE "PERFORMER" is on hand and able and willing to perform.

- 8.1.6 The agreement of THE "PERFORMER" to perform is subject to proven detention by sickness, accidents or accidents to means of transportation, riots, strikes, epidemics, acts of God or any legitimate condition beyond the control of THE "PERFORMER". However, if for any reason, THE "PERFORMER" cannot attend to perform at the Grand Old Event, all deposit monies paid to THE "PERFORMER" will be refunded to Event Manager immediately.
- 8.1.7 This Agreement will be governed and construed in accordance with the laws of the Province of Manitoba, Canada.

In witness whereof, the parties have signed this Agreement, this 15 day of April, 2006.

Per:

Dan Blasdel
Grand Old 4th Events Manager

Per:


Steven Rohmer/Signing authority

Patricia Shults

From: Shannon Jones [shannon_jones@co.benton.wa.us]
Sent: Tuesday, April 25, 2006 10:48 AM
To: Fred Bowen; Pat Shults
Subject: Detention radios

Yesterday, the Commissioners approved a supplemental request in the amount of \$6,000 to purchase 2 detention communication radios, using a portion of our fund balance carry forward. However, they asked for more information as they thought the amount requested was high for only 2 radios.

I've checked into their concerns and they are absolutely correct.
\$6,000 is way too much for 2 Motorola HT1250 portable radios that we purchase from Day Wireless Communications in Pasco. The cost of each radio is approximately \$1,100 including tax. Each radio comes with a battery that lasts just about a year. Therefore, we replace between 14 and 16 batteries for radios each year for radios purchased in past years, at a cost of \$100 each. Therefore, the total amount for radios and batteries should not exceed \$3,700.
2 radios x \$1,100 = \$2,200
15 batteries x \$100 = \$1,500

Sorry for not having this information at the meeting. I will be better prepared next time.

Shannon Jones, Administrative Services Manager Benton Franklin Counties Juvenile Justice Center Shannon.Jones@co.benton.wa.us
Direct Line: (509) 736-2721 Fax: (509) 736-2728

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