

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for April 26, 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; County Administrator Fred Bowen; and Mary Withers, Clerk to the Board. Mr. Bowen was absent at the beginning of the meeting to attend a Courthouse Re-Dedication planning meeting.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Credit Card late charges

Accounting Assistant Yesenia Torres met with the Board. Mrs. Corkrum has asked Ms. Torres if the credit cards payments can be processed as soon as the statements are received. Ms. Torres said she doesn't have a problem processing the payment as long as departments get it to her. Mr. Koch would also like to talk to the lending institution to get a 45-day period to pay. Ms. Torres will figure out how many credit cards the county has.

Consent Agenda

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

1. Approval of **Resolution 2006-220** in recognition of the new name "Benton Franklin Housing Continuum of Care" and the 36-member committee that resulted from the merger of the BF Housing Network with the old Homeless Housing Assistance Act Taskforce. (Exhibit 1)
2. Approval of **Resolution 2006-221** for the Interlocal Cooperation Agreement between Franklin County and the cities of Pasco, Connell, Mesa and Kahlotus for the purpose of administering HB 2060 generated surcharge funds for housing programs for extremely to very low income persons throughout Franklin County. (Exhibit 2)

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

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of Salary Clearing warrants: warrant 40017 through 40135 for \$175,252.90; warrants 40136 through 40146 for \$181,970.71; and Direct Deposit for \$208,913.61; for a total amount of \$566,137.22.

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

The cover sheet also includes the following amounts:

Emergency Management payroll warrants 7895 through 7905 for \$3,734.32; warrants 7906 through 7914 for \$4,315.97; and Direct Deposit for \$6,745.93; for a total of \$14,796.22; and

Irrigation payroll warrants 11662 through 11676 for \$7,479.04; and warrants 11677 through 11684 for \$4,410.09; for a total amount of \$11,889.13. (Exhibit 3)

Motion – Mr. Koch: I move for approval of payment of vouchers in the amount of \$13,276.95: Current Expense warrants 50523 through 50543 for \$6,167.56; Current Expense warrant 50545 for \$971.50; TRAC warrant 9391 for \$5,549.53; Current Expense warrant 50544 for \$250.00; and Jail Commissary warrant 2191 for \$338.36.

Second by Mr. Brock. 3:0 vote in favor. (Exhibit 4)

Treasurer's Office

The City of Connell would like to purchase a parcel of property that they thought they owned. According to the Assessor's records, the land is worth \$44,000. It is owned by Franklin County. Mr. Koch said it is property that the county bought from the state in 1921. It is being used as a parking area for the Connell Community Center. The Board will find out more information from City of Connell Manager Art Tackett.

WSU EXTENSION DEPARTMENT

WSU Extension Agent Kay Hendrickson met with the Board.

Food Sense

Ms. Hendrickson told the Board some information about the Food Sense program. She hopes to have the program grow from a third- through fifth-grade program into an adult program. The matching funds for 2005 will come from the Extension budget. The only outlay of money besides the match is for a workstation including a computer, desk and telephone. Ms. Hendrickson suggested updating a computer in her office and giving the used computer to the Food Sense program. Mrs. Corkrum said we're trying to update one-quarter of the computers in the county each year. Mr. Koch said it is being done by

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the age of machine rather than by office. The Board asked Ms. Hendrickson to talk to the Information Services director about the computer.

The Board reviewed the proposed agreement and worksheets. It has been reviewed by County Administrator Fred Bowen and Civil Deputy Prosecuting Attorney Ryan Verhulp.

Motion – Mr. Brock: I move for the approval of Resolution 2006-222 as specified.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

The budget is for the fiscal year which starts in October.

TRAC READERBOARD

Budd Massengale met with the Board. He asked for approval to post a message on the TRAC reader board from May 5 through 13 about the third annual fundraiser for the Safe Harbor Crisis Nursery and Sexual Assault Response Center (SARC). He gave the Board a list of companies and entities involved. The Board said we need to talk to TRAC Manager Troy Woody to coordinate the sign use.

County Administrator Fred Bowen joined the meeting.

Mr. Koch said he found out the Department of Transportation has a concern about TRAC renting out space on the sign but this use would not be renting.

Mr. Bowen said the problem is once you start allowing the use, then where do you stop? The reader board use is divided by at least two different agencies: PUD and TRAC. There have been other similar requests. Time is limited. Where do you draw the line?

Mrs. Corkrum said the county contributes to the Crisis Response Nursery. She thinks this is a little bit different.

TRAC Manager Troy Woody joined the meeting. Mrs. Corkrum told Mr. Woody about the request. Even though the function is not at TRAC, the county supports the function. She asked what other kinds of requests TRAC has had. Mr. Woody said we've had a lot. He said the reader board's use is divided in thirds by the PUD, City of Pasco and TRAC. Mr. Brock said initially the use was to be split at 75% TRAC and 25% PUD. Mr. Woody will review the original agreement.

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Mrs. Corkrum asked Mr. Massengale how many days the group would need the sign. Mr. Massengale said the other signs being used will run May 5 through 13.

Mrs. Corkrum said our criteria would be that the county supports the Safe Harbor Crisis Nursery financially.

Benton County Commissioner Leo Bowman joined the meeting. He is a member of the group doing the fundraiser.

The Board gave **consensus approval** to move forward. They asked Mr. Massengale to work with Mr. Woody. The amount of time used on the reader board will need to be kept to a minimum.

TRAC

TRAC Manager Troy Woody met with the Board.

Newspaper Article

The Board reviewed a favorable newspaper article from the Tri-City Herald about Hispanic dances at TRAC.

Storage Building

The storage building arrived. Installation is expected to be complete in about three weeks.

Grand Old 4th

The Franklin PUD has agreed to sponsor the Grand Old 4th event for \$13,000, which is exactly how much the power box cost that was recently installed.

HUMAN RESOURCES (HR)

HR Director Rosie H. Rumsey met with the Board.

Personnel Policy Change

Ms. Rumsey explained the change to the personnel policy regarding personal leave. All union contracts added personal leave instead of emergency leave. The personnel policy will be changed to match the language in the contracts for non-bargaining personnel as well.

Motion – Mr. Brock: I move the approval of Resolution 2006-223 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

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COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Courthouse Renovation

The Board gave approval to invite former Commissioner Sue Miller to attend the State Historic Preservation Award Ceremony on May 2 in Olympia.

AUDITOR

Auditor Zona Lenhart met with the Board.

Sign for Courthouse Tours

The Board gave approval to place a sign at the Courthouse now saying that public tours will be conducted on May 15, 16, 18 and 19 from 2:00 to 6:00 p.m. The Board gave approval for the county sign shop to make the sign. The sign shop will charge the county for the sign.

Courthouse Re-Dedication

Leonard Dietrich has agreed to be a gold sponsor for the re-dedication. He will pay the \$2200 for the preparation of the memorabilia book showing before and after photographs. The Historical Society will sell the books and receive the money to defray part of their costs.

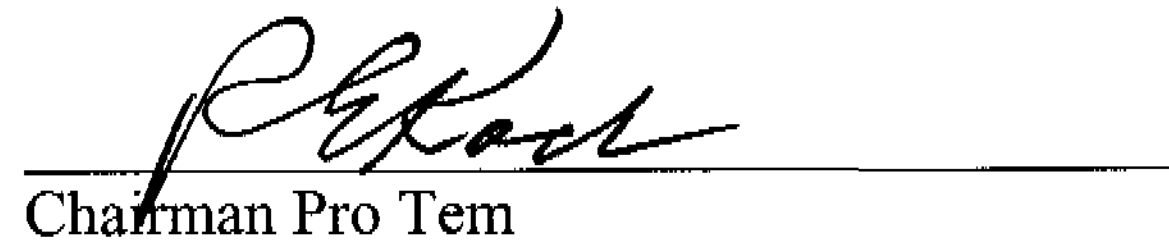
Adjourned at 2:50 p.m.

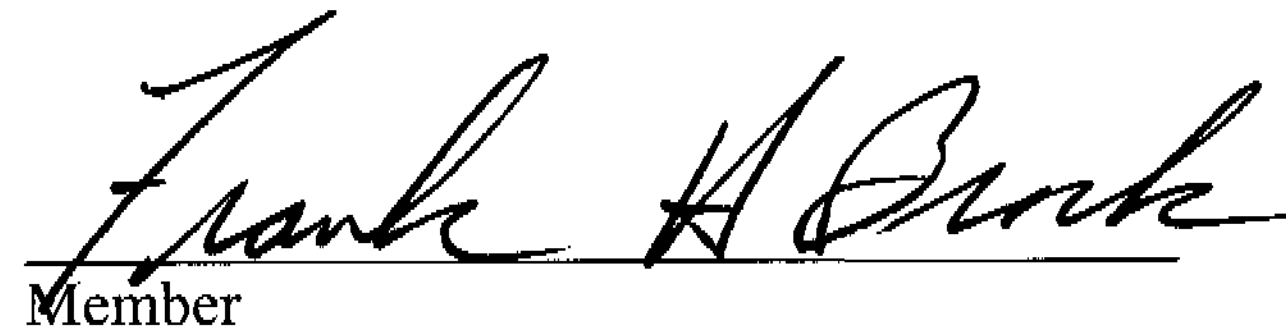
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until May 1, 2006.

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 220

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: IN RECOGNITION OF THE NEW NAME "BENTON FRANKLIN
HOUSING CONTINUUM OF CARE" AND THE 36 MEMBER
COMMITTEE THAT RESULTED FROM THE MERGER OF THE BF
HOUSING NETWORK WITH THE OLD HOMELESS HOUSING
ASSISTANCE ACT TASKFORCE**

WHEREAS, Franklin County Resolution 2005-536 approved the agreement between Franklin County and the Benton Franklin Community Action Committee (CAC) for the CAC to assist the County with the organization and support of a local homeless housing task force; and

WHEREAS, the CAC Executive Director notified the Franklin County Board of Commissioners of the need to recognize the new name "Benton Franklin Housing Continuum of Care" and the 36 member committee that resulted from the merger of the BF Housing Network with the old Homeless Housing Assistance Act Taskforce; 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 recognize the new name "Benton Franklin Housing Continuum of Care" and the 36 member committee (as identified on the attached list) that resulted from the merger of the BF Housing Network with the old Homeless Housing Assistance Act Taskforce.

APPROVED this 26th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem

Attest:


Clerk to the Board


Frank H. Brock, Member

Originals: Auditor
Minutes
BFCAC

cc: Benton County Commissioners

BENTON FRANKLIN HOUSING CONTINUUM OF CARE MEMBERS**(9) City Representatives**

| | |
|------------------------|----------------------------------|
| *City of Richland (2) | Deborah Bluher & Michelle Burden |
| *City of Kennewick (2) | Alan Kowalski & Darlene Partida |
| *City of Pasco (2) | Rick Smith & Cruz Gonzalez |
| *City of Connell (1) | Rick Rochleau |
| *City of Prosser (1) | Linda Lusk |
| *West Richland (1) | |

(2) County Representatives

| | |
|-----------------------------------|---------------|
| *Benton County Commissioner (1) | Claude Oliver |
| *Franklin County Commissioner (1) | Frank Brock |

(1) Private Non-Profit Providing Low-Income Housing

| | |
|-------------------------------------|---------------|
| *B/F Community Action Committee (1) | Judith Gidley |
|-------------------------------------|---------------|

(3) Housing Authorities Representatives

| | |
|--|-----------------|
| *Kennewick Housing Authority (1) | Karlene Navarre |
| *Pasco/Franklin County Housing Authority (1) | Bobbie Littrell |
| *Richland Housing Authority (1) | Al Watson |

(2) DSHS Representatives

| | |
|-------------------------|----------------|
| *DSHS-CSO Kennewick (1) | John Olivas |
| *DSHS-CSO Pasco (1) | Adolfo de Leon |

(3) Health Community Representatives

| | |
|---------------------------------------|----------------|
| *B/F Community Health Alliance (1) | Brooke DuBois |
| *B/F Health District (1) | Sandy Owen |
| *B/F Department of Human Services (1) | Kendra Simpson |

(2) Corrections Representatives

| | |
|----------------------------------|----------------|
| *B/F Corrections (1) | OPEN |
| *B/F Juvenile Justice Center (1) | Sharon Paradis |

(9) Housing Providers /Homeless or Former Homeless Representatives

| | |
|--|-------------------|
| *Innkeepers Linc (1) | Lee Moses |
| *Oxford House (1) | Dave Lawson |
| *Hope Home (1) | Stephanie Hartwig |
| *B/F Domestic Violence Services (1) | Kelly Abken |
| *American Red Cross (1) | Debra Ticknor |
| *Elijah Family Homes (1) | Barbara Puigh |
| *LaClinica (1) | Kim Saba |
| *B/F Community Action Weatherization (1) | Dave Odom |
| *Shalom Center (1) | Rich Barchet |

(5) At-Large Representatives

| | |
|--|-----------------|
| *Technology (1) RECA Foundation | Ronda Evans |
| *Financial Counseling (1) Consumer Credit Counseling | Liza Rue |
| *Veterans (1) Housing for Veterans | Chris Oliver |
| *Education (1) Education Service District 123 | Toni Neidhold |
| *Service Organization (1) United Way | Hazel Batchelor |

CC List:

| | |
|--|--|
| *Lourdes Counseling Service (1) | |
| *B/F Counties Crisis Response Unit (1) | |
| *Benton Affordable Housing Association (1) | |

FRANKLIN COUNTY RESOLUTION NO. 2006 221

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: INTERLOCAL COOPERATION AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITIES OF PASCO, CONNELL, MESA AND KAHLOTUS FOR THE PURPOSE OF ADMINISTERING HB 2060 GENERATED SURCHARGE FUNDS FOR HOUSING PROGRAMS FOR EXTREMELY TO VERY LOW INCOME PERSONS THROUGHOUT FRANKLIN COUNTY

WHEREAS, it is necessary for Franklin County to administer funds generated from the recording surcharge authorized under the provisions of Substitute House Bill 2060; and

WHEREAS, it is necessary to enter into an Interlocal Agreement between Franklin County and the cities of Pasco, Connell, Mesa and Kahlotus for the purpose of administering HB 2060 generated surcharge funds for housing programs for extremely to very low income persons throughout Franklin County; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Cooperation Agreement between Franklin County and the cities of Pasco, Connell, Mesa and Kahlotus for the purpose of administering HB 2060 generated surcharge funds for housing programs for extremely to very low income persons throughout Franklin County.

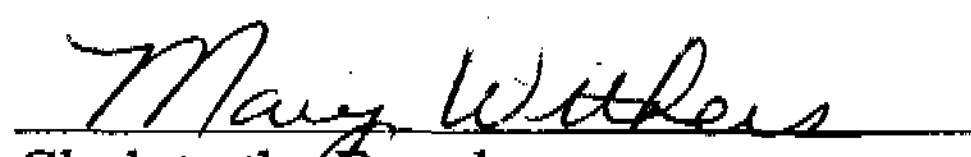
APPROVED this 26th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem

Attest:


Clerk to the Board


Frank H. Brock, Member

Originals: Auditor
Minutes
City of Connell
City of Kahlotus
City of Mesa
City of Pasco

cc: Accounting
BFCAC
Prosecutor's Office
Treasurer

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Page: 1 of 10
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FRANKLIN COUNTY COMMISSIONERESOL
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**INTERLOCAL COOPERATION AGREEMENT (AGREEMENT) BETWEEN FRANKLIN COUNTY AND
THE CITIES OF PASCO, CONNELL, MESA, AND KAHLOTUS FOR THE PURPOSE OF
ADMINISTERING HB 2060 GENERATED SURCHARGE FUNDS FOR HOUSING PROGRAMS FOR
EXTREMELY TO VERY LOW INCOME PERSONS THROUGHOUT FRANKLIN COUNTY**

THIS AGREEMENT is entered into between Franklin County, and the Cities of Pasco, Connell, Mesa, and Kahlotus (hereinafter also "Cities") for the purpose of creating an Interlocal Agreement for the use of funds created through the surcharge on specific documents recorded through the Franklin County Auditor's Office to fund housing programs for extremely low income and very low income persons throughout Franklin County.

Sec. 1. Purpose: The purpose of this Agreement shall be to provide for the administration and expenditure of funds generated from the recording surcharge authorized under the provisions of Substitute House Bill 2060 (2002) and RCW 36.22.178.

Sec. 2. Parties: The parties (hereinafter "Parties") to this Agreement shall be Franklin County, a Washington municipal corporation; with it's principle offices located at 1016 North Fourth Avenue, Pasco, Washington; the City of Pasco, a Washington municipal corporation; with it's principle offices located at 525 North Third, Pasco, Washington; the City of Connell, a Washington municipal corporation; with it's principle offices located at 104 E. Adams Street, Connell, Washington; the City of Mesa, a Washington municipal corporation; with it's principle offices located at 103 Franklin Street, Mesa, Washington; the City of Kahlotus, a Washington municipal corporation; with it's principle offices located at E. 130 Weston, Kahlotus, Washington.

Sec. 3. County Auditor to Charge and Collect Surcharge: The Franklin County Auditor shall require and collect a surcharge of ten dollars (\$10.00) per instrument be charged for each document recorded per RCW 36.22.178(1).

Sec. 4. Collection, Administration, and Distribution Fee (hereinafter "Administrative Fee") For Each Surcharge: As authorized by RCW 36.18.010(11) and RCW 36.22.178(1) Franklin County shall retain five percent (5.0%) of the full amount of each recording surcharge collected pursuant to said Agreement for use towards fees in the collection, administration, and local distribution of the surcharge funds.

Sec. 5. Use of Administrative Fee:

The collected Administrative Fee(s) shall only be used to compensate the Benton Franklin Community Action Committee (BFCAC) for its administration and local distribution of surcharge funds consistent with the uses and terms specified in said Agreement.

2006 221

INTERLOCAL COOPERATION AGREEMENT BETWEEN FRANKLIN COUNTY
AND THE CITIES OF PASCO, CONNELL, MESA, AND KAHLOTUS FOR THE
PURPOSE OF ADMINISTERING HB 2060 GENERATED SURCHARGE FUNDS
FOR HOUSING PROGRAMS FOR EXTREMELY TO VERY LOW INCOME PERSONS
THROUGHOUT FRANKLIN COUNTY

Sec. 6. Allocation and Distribution of Surcharge Funds Remaining After Administrative Fee Deduction: Franklin County shall allocate and distribute the surcharge funds remaining after the Administrative Fee deduction as follows:

- (a) Sixty percent (60.0%) of the funds shall be deposited in the Local Housing Trust Fund.
- (b) Forty percent (40.0%) of the funds shall be transmitted monthly to the Washington State Treasurer.

Sec. 7. Use of Surcharge Funds Deposited in the Local Housing Trust Fund: The surcharge funds deposited in the Local Housing Trust Fund shall be used for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent (50.0%) of the area median income. Permissible uses of the collected surcharge funds are limited to:

- (a) Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent (50.0%) of the area median income;
- (b) Supporting building operation and maintenance costs of housing projects or units within housing projects built with housing trust funds, that are affordable to very low-income persons with incomes at or below fifty percent (50.0%) of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;
- (c) Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent (50.0%) of the area median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with the United States department of housing and urban development's section 8 rental assistance voucher program standards, and
- (d) Operating costs for emergency shelters and licensed overnight youth shelters.

Surcharge funds in the Local Housing Trust Fund shall be retained therein from year to year and shall be used only for the purposes stated in said Agreement. The Franklin County Treasurer shall maintain the Local Housing Trust Fund and may invest the fund according to law. The Local Housing Trust Fund shall be subject to Chapter 36.40 RCW budgetary regulations.

Sec. 8. Oversight Committee: The parties to said agreement shall agree to the organization, size, and appointment of members to the Oversight Committee. The BFCAC shall provide the Oversight Committee with complete access to all records pertaining to applicants and surcharge funds governed by said Agreement. The Oversight Committee shall at a minimum meet semi-annually and provide recommendations to all Parties, including the BFCAC, in regards to project review, analysis, and administration and local distribution of surcharge funds.

- (a) The Oversight Committee shall be composed of eight (8) representatives to be appointed by the Cities and Franklin County. More specifically:
 - 1. The City of Pasco shall appoint four (4) representatives,
 - 2. Franklin County shall appoint one (1) representative of the rural area,
 - 3. The Cities of Connell, Kahlotus, and Mesa shall appoint one (1) representative each to the Committee for a maximum of three (3).

Sec. 9. Process for Local Distribution/Use of Surcharge Funds in the Local Housing Trust Fund:

In effort to accommodate housing needs throughout Franklin County and the Cities, all Parties to said Agreement hereby agree and designate the BFCAC as a contract agency to carry out the administration and local distribution of surcharge funds in the Local Housing Trust Fund. The BFCAC's administration and local distribution of surcharge funds in the Local Housing Trust Fund shall be monitored and approved by the Parties' appointed Oversight Committee. All local distributions of surcharge funds shall require Oversight Committee approval prior to distribution. The process to determine administration and local distribution of surcharge funds shall be as follows:

- (a) The BFCAC shall develop and issue a Request for Proposal (RFP) semi-annually based on funding availability. The Oversight Committee shall consider written application (s) or request (s) for the awarding of surcharge funds semi-annually using the following criteria:
 - 1. Conformance with the local Consolidated and Comprehensive Plans,
 - 2. Consider the impact the project request has upon the tax base of the local community,
 - 3. Amount of additional funds leveraged by the use of surcharge funds,
 - 4. Number of household served under at or below 50% of median income,
 - 5. Endorsement of the project by the local governing body for which the project is located.
- (b) BFCAC shall accept for review all written application(s) or request(s) for awarding of surcharge funds towards a project or use authorized by said Agreement. The BFCAC shall be designated to process and review all the aforementioned written application(s) or request(s).
- (c) Any and all submitted written application(s) or request(s) to the BFCAC must make request for a use(s) of surcharge funds that is fully in compliance with the specified and permissible uses of RCW 36.22.178(1)(a)-(d) and said Agreement, and additionally shall be in compliance with all other applicable laws or regulations to receive final approval and awarding of funds by the Oversight Committee.
- (d) The BFCAC shall consider written application(s) or request(s) for awarding of surcharge funds then make both oral and written recommendation to the Oversight Committee in regards to administration and local distribution of surcharge funds.
- (e) The BFCAC shall submit written recommendations to the Oversight Committee on a semi-annual basis. BFCAC written recommendations shall include sufficient detail regarding the applicants, proposed uses/distributions of surcharge funds, project updates, etc.
- (f) The Oversight Committee shall convene at minimum semi-annually to consider BFCAC recommendations regarding administration and local distribution of surcharge funds. A representative from BFCAC familiar with all applicants and proposed uses/distributions of surcharge funds shall be present throughout each meeting of the Oversight Committee to advise on the aforementioned.
- (g) A majority vote of approval by a quorum of the Oversight Committee membership shall be required to approve administration and/or local awarding/distribution of surcharge funds to an applicant(s).
- (h) The Franklin County Treasurer shall provide notice of funds available in the Local Housing Trust Fund to the BFCAC, the Oversight Committee, and the Parties upon request.
- (i) All applicants awarded surcharge funds shall be subject to, and comply with, applicable BFCAC policies and procedures as a prerequisite to receiving funds.

- (j) Once the Oversight Committee has determined the local awarding/distribution of surcharge funds the Oversight Committee shall submit written authorization and instruction to the Franklin County Treasurer for release of the funds per the Oversight Committee's direction.
- (k) All applicants who are awarded surcharge funds may be subject to performance reporting requirements.
- (l) The BFCAC shall provide all Parties and the Oversight Committee an annual written summary of the surcharge funds awarded/distributed under said Agreement on or before January 15th, and each succeeding year thereafter.
- (m) BFCAC shall receive financial compensation in the form of United States Currency to carry out the terms of said Agreement by separate contract.
- (n) No surcharge funds from the Local Housing Trust Fund shall be used to compensate the BFCAC for administration, as use of such funds is limited to the terms of Section 7 and RCW 36.22.178.

Sec. 10. Property Acquisition: Property acquired with funds disbursed under said Agreement shall be acquired by each applicant/recipient as individual entities and/or parties, and not by Parties to said Agreement as a joint or cooperative undertaking.

Sec. 11. Duration: The term of said Agreement shall be for five (5) years from the date of execution unless any party elects to terminate the Agreement. Upon completion of the five (5) year period said Agreement shall be deemed automatically renewed for consecutive five (5) year periods thereafter unless any party elects to terminate the Agreement.

Sec. 12. Termination: Notwithstanding any other provision of said Agreement, any party may terminate said Agreement anytime upon ninety (90) days written notice of intent to terminate, with the termination to become effective upon expiration of ninety (90) days from the notice of termination date. Such notice of termination shall be by formal written action of the elected governing body of the terminating party and shall be provided to all Parties subject to said Agreement. Termination date shall be the date upon which the elected governing body of the terminating party took formal action to terminate said Agreement.

Sec. 13. Notice: Any formal notice or communication to be given under said Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to the following:

To: **FRANKLIN COUNTY**
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: **CITY OF PASCO**
Attn: Joyce Olson, Mayor
525 North Third
Pasco, WA 999301

To: **CITY OF CONNELL**
Attn: Gary Walton, Mayor
104 E Adams Street/P O Box 1200
Connell, WA 99326-1200

To: **CITY OF MESA**
Attn: Patti Bailie, Mayor
103 Franklin Street/P O Box 146
Mesa, WA 99343

To: **CITY OF KAHLOTUS**
Attn: Donna Fone, Mayor
E 130 Weston/P O Box 100
Kahlotus, WA 99335

To: **BFCAC**
Attn: Judith A. Gidley, Executive Director
720 West Court Street
Pasco, WA 99301

Sec. 14. Independent Contractors: The Parties and their employees or agents performing under said Agreement are not deemed to be employees, officers, or agents of the other parties to said Agreement and shall be considered independent contractors.

Sec. 15. Record Keeping: The BFCAC shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of said Agreement. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable times to review and audit by the parties to said Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

Sec. 16. Non-Discrimination: All Parties to said Agreement certify that they are equal opportunity employers.

Sec. 17. Liability: Each party to said Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of said Agreement.

Sec. 18. No Third-Party Beneficiaries: The Parties to said Agreement do not intend by said Agreement to assume any contractual obligations to anyone other than the parties to said Agreement. The parties do not intend that there be any third-party beneficiaries.

Sec. 19. Assignment: No Parties to said Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

Sec. 20. Amendments or Modifications: Said Agreement may be amended, altered, or changed in any manner by the mutual written consent of all parties.

Sec. 21. Waiver: No waiver by any party of any term or condition of said Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of said Agreement.

Sec. 22. Severability: If any of the provisions contained in said Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

Sec. 23. Administrator Designee for Said Interlocal Cooperation Agreement: The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering said Agreement, which provides for a joint and cooperative undertaking.


Sec. 24. Counterparts: Said Agreement may be executed by facsimile and in any number of current parts and signature pages hereof with the same affect as if all parties to said Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of said Agreement, constitute one and the same instrument.

Sec. 25. Filing: Copies of said Agreement, together with the resolutions of all the Parties' governing bodies' approval and ratification of said Agreement, shall be filed with City Clerks' Offices, the Franklin County Auditor, and the Secretary of the State of Washington after execution of said Agreement by all parties.


Sec. 26. Effective: Said Agreement shall become effective upon approval by the parties and recording with the Franklin County Auditor.

Adopted this 26th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulst
Deputy Prosecuting Attorney

CITY OF CONNELL


Gary Walton, Mayor

Attest:


Joan Eckman, City Clerk

Approved as to Form:

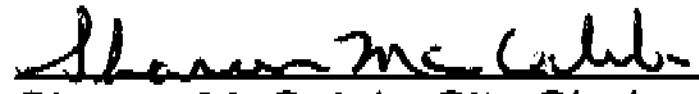

Terry Tanner, City Attorney

CITY OF KAHLOTUS



Donna Fone, Mayor

Attest:

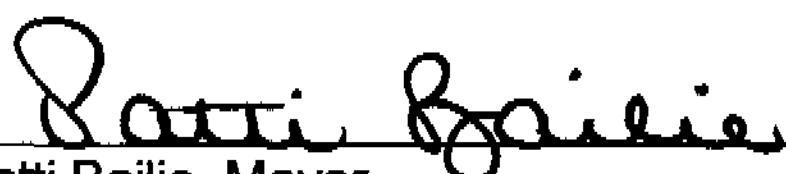


Sharon McCaleb, City Clerk

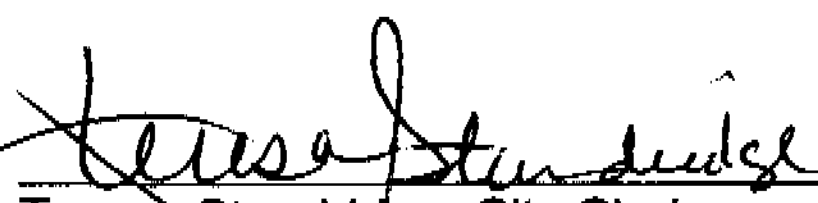
Approved as to Form:

Alan Gunter, City Attorney

CITY OF MESA


Patti Bailie, Mayor

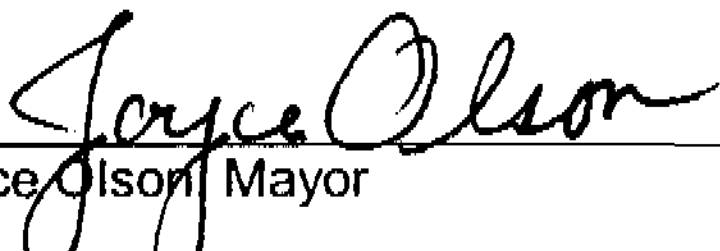
Attest:


Teresa Standridge, City Clerk

Approved as to Form:


Terry Tanner, City Attorney


CITY OF PASCO


Joyce Olson, Mayor

Attest:


Webster U. Jackson, City Clerk

Approved as to Form:


 #34949 signing for
Leland B. Kerr, City Attorney

df

April 26, 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, 04/26/2006 ,
move that the following warrants be approved for payment.

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

Salary Clearing Payroll:

| | |
|----------------|-------------------|
| 40017-40135 | 175,252.90 |
| 40136-40146 | 181,970.71 |
| Direct Deposit | <u>208,913.61</u> |

| | |
|--------------|-----------------------------------|
| Total | <u><u>\$566,137.22</u></u> |
|--------------|-----------------------------------|

In the amount of \$ **566,137.22** . The motion was seconded by 

and passed by a vote of 3 to 0 .

Emergency Mgmt Payroll:

| | |
|----------------|-----------------|
| 7895-7905 | \$3,734.32 |
| 7906-7914 | 4,315.97 |
| Direct Deposit | <u>6,745.93</u> |

| | |
|--------------|----------------------------------|
| Total | <u><u>\$14,796.22</u></u> |
|--------------|----------------------------------|

Irrigation Payroll:

| | |
|----------------|-------------|
| 11662-11676 | \$7,479.04 |
| 11677-11684 | \$4,410.09 |
| Direct Deposit | <u>0.00</u> |

| | |
|--------------|----------------------------------|
| Total | <u><u>\$11,889.13</u></u> |
|--------------|----------------------------------|

EXHIBIT 4
Franklin County Auditor

April 26, 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 26, 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 26, 2006,

Move that the following warrants be approved for payment:

| FUND | WARRANT | AMOUNT |
|-----------------|-------------|------------|
| Expenditures | Range | Issued |
| Current Expense | 50523-50543 | \$6,167.56 |
| Current Expense | 50545 | \$971.50 |
| TRAC | 9391 | \$5,549.53 |
| Current Expense | 50544 | \$250.00 |
| Jail Commissary | 2191 | \$338.36 |

In the amount of 13,276.95. 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

FRANKLIN COUNTY RESOLUTION NO. 2006 222

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: FOOD STAMP NUTRITION EDUCATION INTRODUCTORY LETTER AND
AGREEMENT AND LETTER OF SUPPORT BETWEEN WASHINGTON
STATE UNIVERSITY EXTENSION AND FRANKLIN COUNTY**

WHEREAS, the Washington State University (WSU) Franklin County Extension Office Director notified the Franklin County Board of Commissioners of the desire to provide nutrition education for low-income residents of Franklin County who are Food Stamp eligible; and

WHEREAS, in order to receive federal funding, WSU Extension must document equal contributions in matching public funds, as reflected within the County Agent Budget, Number 001-000-020; 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 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 Food Stamp Nutrition Education Introductory Letter and Agreement and Letter of Support between Washington State University Extension and Franklin County, effective October 1, 2006 through September 30, 2007, and authorizes the Chairman to sign said agreement and letter on behalf of the Board.

APPROVED this 26th day of April 2006.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Debra J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
WSU Extension (2)

cc: Accounting
Prosecutor



Introductory Letter and Agreement Food Stamp Nutrition Education

WSU Extension forms partnerships with multiple community agencies to provide nutrition education for thousands of low-income people each year. *Food Sense* is partially funded by federal funds for Food Stamp Nutrition Education (FSNE). To receive federal funds for FSNE, WSU Extension must document equal contributions in matching public funds from state, county, city, or tribal governments.

The matching public funds must not be from federal sources and must not already be matched to federal funds. *In each partner agency, the fiscal authority is responsible for verifying that the funds used as match qualify.* Federal dollars and funds already matched to federal dollars pass through many state, county, city, and tribal agencies. For the purpose of this program, federal funds never lose their identity. In addition, partner agencies must document that clients served by this program are at or below 185% of the federal poverty guidelines.¹

Federal requirements must be met for both the federal share of expenses and the matching funds. Local WSU faculty and staff assist community partners in meeting the fiscal requirements by providing instructions and worksheets and answering questions. The cost principles are specified under OMB Circulars A-87, A-21, and A-122.² Allowable costs are also defined by Food and Nutrition Service (FNS) departmental rules at 7 CFR 3016 and Food Stamp Program rules at 7 CFR Part 277,³ and the Food Stamp Nutrition Education Guidance issued annually.

Extension's community partners document the value of their matching public funds as a best estimate on the Letter of Support, using provided worksheets for details. Community partners document actual, after-the-fact contributions quarterly with a Letter of Verification and supporting details.

Partner agencies agree to maintain records of their expenses used as match for audit for six years. WSU programs are subject to federal, state, and internal audits.

LETTER OF AGREEMENT FOR NUTRITION EDUCATION

Contingent on the award of federal funds, WSU *Food Sense* will provide education and other services as outlined in the Food Stamp Nutrition Education State Plan. In consideration of those services and the opportunity to participate in the program, the county/agency named below is agreeing to enter into a Letter of Support (attached) and to keep and provide the records and services outlined in this Introductory Letter and Agreement.

I. PURPOSE & SCOPE

This is an agreement between Washington State University Extension and Franklin County to provide support for the delivery of nutrition education for the residents of Franklin County who are Food Stamp eligible persons.

This agreement:

1. Identifies the roles and responsibilities of each party for this activity.
2. Confirms the intent of WSU to provide nutrition education services to residents of Franklin County who are Food Stamp eligible.
3. Confirms the intent of Franklin County to provide non-federal public funds as matching funds detailed in the Letter of Support to increase nutrition education for eligible county residents.
4. Supports WSU's contract with the Department of Social and Health Services to deliver nutrition education for Basic Food (Food Stamp) eligible persons, including adults and youth.

¹ <http://aspe.os.dhhs.gov/poverty/poverty.shtml>

² <http://www.whitehouse.gov/omb/circulars/index.html>

³ <http://www.gpoaccess.gov/cfr/index.html>

II. UNDER THIS AGREEMENT WASHINGTON STATE UNIVERSITY WILL:

1. Develop a plan for the delivery of the nutrition education.
2. Hire, supervise and train staff to deliver the nutrition education program.
3. Provide travel costs, demonstration supplies and printed materials for nutrition education classes.
4. Provide technical assistance in preparing required documentation.
5. Maintain enrollment records of clients reached, and evaluate the impacts of the nutrition education intervention.
6. Report to Franklin County officials regarding the outcomes and impacts of its programs.

III. UNDER THIS AGREEMENT FRANKLIN COUNTY WILL:

1. Maintain records of matching fund contributions for audit for 6 years.
2. Provide the following as detailed in the Letter of Support (check all that apply):
 - ☒ Provide County Extension staff to support the delivery of nutrition education classes.
 - ☒ Provide space for WSU faculty and staff who work in the nutrition education program.
 - ☒ Provide other goods and services for use by the nutrition education program.
 - ☒ Other (describe) Workstation (computer, desk, chair, file cabinet, phone), copying, miscellaneous office supplies.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification: This agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
2. Termination: This agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination.
3. Each party to this agreement shall be responsible for its own acts or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and omissions of those not a party to this agreement and each party shall indemnify and hold the others harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents.

V. FUNDING

This agreement is contingent on the award of federal funds. This agreement does not include the reimbursement of funds between the two parties.

VI. EFFECTIVE DATE AND SIGNATURE

This agreement shall be effective upon the signature of Washington State University and Franklin County authorized officials. It shall be in force from October 1, 2006 to September 30, 2007.

Washington State University and Franklin County indicate agreement by their signatures.

x Daniel G. Nordquist, Director, OGRD/APSP

Name/title: Neva Corkrum, Chair

Washington State University

Agency: Franklin County Commissioners

Andrea Comley 10/5/06
Signature Date

Neva Corkrum 04-26-06
Signature Date

Approved as to form: Name/title: Ryan E. Verhulp-Chief Civil Deputy Prosecutor

RV 04.25.06
Signature Date

Letter of Support

Agency: Franklin County Extension

Must be attached to Introductory Letter & Agreement.

Located in Franklin County

Program Year: 2006-2007

PROPOSED CONTRIBUTIONS

| BUDGET CATEGORY Attach worksheets with details. | | Contribution - \$ Amount |
|--|---------|-----------------------------|
| SALARIES AND WAGES - include FTE % or hourly rate | | |
| Extension Assistant-5% of \$34,352 | \$1,718 | |
| Office Assistant -5% of \$17,555 | \$878 | |
| | \$ | |
| | \$ | |
| SUBTOTAL SALARIES & WAGES | | \$2,595 |
| BENEFITS - state rate as % of salary | | |
| Extension Assistant-30% | \$515 | |
| Office Assistant 11% | \$263 | |
| | \$ | |
| SUBTOTAL BENEFITS | | \$779 |
| GOODS & SERVICES (list by category) | | |
| Standard Space Usage & M&O | \$3,926 | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| SUBTOTAL GOODS & SERVICES | | \$3,926 |
| TRAVEL | | |
| | \$ | |
| SUBTOTAL TRAVEL | | \$ - |
| SUBTOTAL DIRECT COSTS | | \$7,300 |
| FACILITIES & ADMINISTRATION (INDIRECT COST) — (____%) — | | \$ - |
| TOTAL PROPOSED CONTRIBUTION | | \$7,300 |

Please complete:

N/A% of our clients are at or below 185% of the Federal poverty guidelines.

Source(s) of public (state, county, city) funds for above expenses: County public funds

We attest that the intended contributions of support are public, non-federal funds that have not been used to match other federally-funded programs. I certify that I am a fiscal authority authorized to sign this letter of support and agreement.

Neva Corkrum

Chair

Name of Fiscal Authority (type or print)

Title

Signature

Franklin County Commissioners

Organization

Date

1016 North 4th Ave, Pasco, WA 99301

509-545-3535

Address (Street, City, State, ZIP code)

Phone Number

2006 223

FRANKLIN COUNTY RESOLUTION NO. 2006-_____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: REVISION OF SECTION XII – AUTHORIZED LEAVES, PARAGRAPH B,
PERSONAL LEAVE, OF THE EXISTING FRANKLIN COUNTY PERSONNEL
POLICY FOR NON-BARGAINING UNIT EMPLOYEES**

WHEREAS, the Board of Franklin County Commissioners and the elected officials adopted the existing Franklin County Courthouse Personnel Policy by Resolution Number 88-32 on April 6, 1988; and,

WHEREAS, the Board deems it necessary to revise Section XII – Authorized Leaves, Paragraph B, Personal Leave, to conform with Franklin County Collective Bargaining Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Franklin County Commissioners that the current language contained in Section XII - Authorized Leaves, Paragraph B. Personal Leave – is hereby deleted in its entirety and replaced as follows:

(1) Personal Leave. Personal Leave shall be limited to three (3) days per year; if not utilized, it shall not be carried over from year to year. Personal Leave is subject to prior approval of the Elected Official or Department Head. Personal Leave is not intended to be used as vacation and shall not be accrued nor compensated for upon termination.


APPROVED this 26th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem

Attest:


Clerk to the Board



Frank H. Brock, Member

EXHIBIT A

Page 300

- B. PERSONAL LEAVE. ~~Non-accumulative leave of three (3) working days per year, with pay, may be granted to each employee for business which cannot be conducted during off hours. Personal leave must be approved by the department head prior to use. (Resolution No. 2006-XXXX 04-26-2006)~~
- C. LEAVE OF ABSENCE WITH PAY. Leave of absence with pay may be granted for the following reasons:
- (1) Military Leave. An employee who is a member of the Washington National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed fifteen (15) days each calendar year. Any working days taken beyond fifteen (15) days must be charged as annual leave. During the period of military leave, the employee shall receive his/her regular pay in conformity with RCW 38.40.060. Such military leave shall be in addition to any vacation leave the employee is entitled to.

regardless of his status, any employee, who voluntarily, or under demand leaves a position other than temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to his former position, or one of like seniority, status and pay provided he applies for re-employment within 90 days of his discharge or separation, and presents proof of honorable discharge or separation.
 - (2) Jury Duty. Regular full-time employees, submitting the proper authorization, may be given court leave for the purpose of serving as a member of a jury or as a witness in Federal, State, County or City Court. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for the absence. All fees received for jury duty will be remitted to the Employer except those received for payment of mileage and other related travel expenses. Regular part-time employees will be entitled to jury duty leave on a pro rata basis with reference to the normal number of hours worked when scheduled.
 - (3) Special Meetings and Training. Whenever it is determined by the Board of County Commissioners, elected officials and/or the **department** heads to be in the best interest of the County, regular full time employees may be granted time off with pay or without pay to attend professional, technical institutes, conferences, or special educational training directly related to the employee's job duties and responsibilities.