

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for May 31, 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. Also present: Human Resources Director Rosie H. Rumsey

Consent Agenda

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

1. Approval of **Resolution 2006-264** in the matter of the request for signature from the Chairman of the Board on the Service Provider Contract modification between the Benton-Franklin Workforce Development Council and Employment Security Department for PY 2005/06 WIA Title I-B dislocated Worker Program, reducing funds in the amount of \$90,000 and reducing enrollments and exits effective April 1, 2006. (Exhibit 1)
2. Approval of **Resolution 2006-265** in the matter of the request for signature from the Chairman of the Board on the Service Provider Contract modification between the Benton-Franklin Workforce Development Council and Career Path Services for WIA Title I-B PY 2005/06 In-School Youth Program, reducing funds in the amount of \$70,000 and reducing enrollments and exits effective April 1, 2006. (Exhibit 2)
3. Approval of **Resolution 2006-266** in the matter of the request for signature from the Chairman of the Board on the Service Provider Contract modification between the Benton-Franklin Workforce Development Council and Career Path Services for WIA Title I-B PY 2005/06 Out-of-School Youth Program, reducing funds in the amount of \$100,000 and reducing enrollments and exits effective April 1, 2006. (Exhibit 3)
4. Approval of **Resolution 2006-267** in the matter of the request for signature from the Chairman of the Board on the Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for Dropout Prevention and Intervention Project in the amount of \$52,599, effective June 1, 2006 through June 30, 2007. (Exhibit 4)
5. Approval of **Resolution 2006-268** in the matter of the request for signature from the Chairman of the Board on a Service Provider Contract, modification

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number 2, between the Benton-Franklin Workforce Development Council and Columbia Industries for PY 2005/06 WIA Title Adult Worker Service for the purpose of reducing funds in the amount of \$40,000, effective April 1, 2006. (Exhibit 5)

6. Approval of **Resolution 2006-269** for the disposal of twenty chairs assigned to the Commissioners Office, made by KI, license number NY2343A, Wisconsin, as identified on the *Franklin County Storage – Salvage* form in conjunction with R.C.W. 36.32.210 (inventory). (Exhibit 6)
7. Approval of **Resolution 2006-270** for the Non-Discrimination Agreement, Appendix 28.72, between Franklin County and Washington State Department of Transportation and authorizing the Chairman to sign said Agreement on behalf of the Board. (Exhibit 7)
8. Approval of **Resolution 2006-271** for disposal of a photo PC camera adapter, serial number 145402, as identified on the *Franklin County Storage – Salvage* form received from the Assessor, in conjunction with R.C.W. 36.32.210 (inventory). (Exhibit 8)
9. Approval of **Resolution 2006-272** for disposal of a Hewlett Packard DeskJet 952C color printer assigned to the Commissioners Office, Franklin County Tag #04851, as identified on the *Franklin County Storage – Salvage* form, in conjunction with R.C.W. 36.32.210 (inventory). (Exhibit 9)
10. Approval of **Resolution 2006-273** for Amendment #0507-DD-CI-1 to the Agreement between Columbia Industries and Benton-Franklin Counties to add reporting requirements, revise the fee-for-service reimbursement rates to a monthly basis, revise the person-to-person statement of work description, clarify the statement regarding the agency providing certificates of insurance, effective July 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 10)
11. Approval of **Resolution 2006-274** for the disposal of a Chinon – Genesis Zoom Macro Lens, as identified on the *Franklin County Storage – Salvage* form received from the Franklin County Planning & Building Department, in conjunction with R.C.W. 36.32.210 (inventory). (Exhibit 11)

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

Vouchers/Warrants

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**Motion** – Mr. Koch: I move we accept miscellaneous expenditures in the amount of \$394,438.56: Current Expense warrants 51010 through 51081 for \$65,393.35; Solid Waste warrants 2076 through 2081 for \$22,997.78; Solid Waste warrants 2082 through 2084 for \$5099.47; Motor Vehicle warrants 27314 through 27351 for \$62,528.27; County Roads warrants 48040 for 48075 for \$83,101.05; Auditor O&M warrants 368 through 370 for \$633.47; FC Unemployment Fund warrant 95 for \$12,506.94; TRAC warrant 9483 for \$15,686.43; Current Expense warrants 51082 through 51093 for \$18,610.83; Current Expense warrants 51094 through 51142 for \$34,675.00; Law Library warrants 983 and 984 for \$2893.10; Capital Outlays ¼% Tax warrant 243 for \$12,547.75; FC Public Facilities Construction Fund warrant 323 for \$1030.20; Election Equipment Fund warrant 323 for \$1030.20; Courthouse Facilitator warrant 59 for \$750.00; Courthouse Renovation Fund warrants 392 through 405 for \$54,375.11. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 12)

**Motion** – Mr. Brock: I move for approval of payment of Salary Clearing warrants: warrant 40281 through 40399 for \$178,746.88; warrants 40400 through 40410 for \$175,605.39; and Direct Deposit for \$206,669.77; for a total amount of \$561,022.04. Second by Mr. Koch. 3:0 vote in favor.

The cover sheet also includes the following amounts:

Emergency Management payroll warrants 7972 through 7982 for \$3,736.21; warrants 7983 through 7991 for \$4,319.17; and Direct Deposit for \$6,744.04; for a total of \$14,799.42; and

Irrigation payroll warrants 11740 through 11754 for \$8,397.23; and warrants 11755 through 11762 for \$4,522.76; for a total amount of \$12,919.99. (Exhibit 13)

**Emergency Management**

Fred Bowen will replace Mr. Brock on all the emergency exercises.

**TV for Break room**

The Board gave approval to have TVs placed in the two break rooms. The cable connection is already available. It is basic cable. The Board asked staff to obtain figures on the cost of TVs and brackets.

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NACo 2007 Dues

**Motion** – Mr. Brock: I move for approval of payment of 2007 NACo dues for \$978.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)

**TRAC**

TRAC Manager Troy Woody met with the Board. Also present: Human Resources Director Rosie H. Rumsey and Code Enforcement Officer Jerry Lingo.

Carpet and Paint in Expo Hall

Mr. Woody said final bids have been received for carpet and paint in the Expo Hall at TRAC. Mr. Woody asked for approval of award of low bid. Mr. Bowen clarified that these estimates were done using the Small Works roster, not from sealed bids. The Board previously approved an estimated cost amount. TRAC has now obtained estimated bids from providers. Mr. Woody said one bid was higher than expected and one was lower than expected.

He asked for approval of the estimate by HV Painters as low bid for the painting job costing \$20,999 and for approval of the estimate by CF&I of Portland at \$155,091 including installation for carpet. Painting starts July 8.

**Motion** – Mr. Brock: I move to approve Manager Woody's recommendations for paint and carpet. Mr. Koch asked if there is enough spare carpet ordered. Mr. Woody said we're getting about 25 spares but Milliken has an eight-year guarantee on any color. In several years, he will order more tiles. We'll order in batches of 25 as we need them. Second by Mr. Koch. 3:0 vote in favor.

Mr. Koch asked if tax is included. Mr. Woody said both bids will have tax added.

**Executive Session** at 9:33 a.m. regarding personnel expected to last 10 minutes.

**Open Session** at 9:43 a.m.

**Executive Session** at 9:43 a.m. regarding contract negotiations expected to last 15 minutes.

**Executive Session** continued at 9:58 a.m. expected to last 15 minutes.

**Open Session** at 10:09 a.m.

**Recessed** at 10:09 a.m.



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**Reconvened** at 10:18 a.m.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board. Present in audience: Tri-City Herald Reporter Anna King, Mark Nielson, Carla Maulden and Paul Stoker.

R-170 Landslide Update

Mr. Fife met with the consultant on Thursday afternoon regarding the R-170 landslide. There are a number of options. The landslide area is still moving but is stable. It is not a threat to workers. The consultant recommends going on top of the slide if we put the road in now. The consultant would not recommend paving it because the area will still settle. If it is paved, the county would have to plan on paving it every year and do a lot of maintenance in the interim. A lot of work would be needed off the county right-of-way for drainage and/or sealing right-of-way. The consultant is going to quantify that option and also quantify going around on another route and try to get numbers. Mr. Fife expects to have some information by June 15. The road is still closed. Mr. Fife understands the irrigation water is now running.

New CAP Funds

Mr. Fife told the Board about some legislation that results in \$3 million additional funds being put into the County Rural Arterial Program. He has received a letter from Randy Hart of the County Road Administration Board (CRAB) saying roughly \$2.3 million will come to counties right away (Exhibit 15). Franklin County's share is \$61,000. This is funding that we haven't had in the past. The program will be ongoing from here forward. That additional funding will be available every year. Mrs. Corkrum asked if there are restrictions on the use of the funds. Mr. Fife said it has to be spent on pavement on arterial routes. We have traditionally used it for chip sealing, structural overlays, and matching grants on arterial routes. Next year's program is set to be spent on the Pasco-Kahlotus Highway for the structural overlay.

Other Business

Mr. Fife said this morning the Board signed a Non-Discrimination Agreement to continue to get Federal funds. There are some reporting requirements. His understanding

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of the policy is that we're supposed to have a plan of what we're doing every year and then report what we've done. The report is to help deal with known problems. To his knowledge, there are not any problems. He asked who is going to do that reporting? Are you going to delegate that down? He thinks the reporting makes the most sense with the Human Resources Director. Mrs. Corkrum asked Mr. Fife to work together with the Human Resources Director for the first report.

East Foster Wells Road Extension

The Board reviewed a proposed letter to the Bureau of Reclamation regarding the East Foster Wells Road Extension regarding Franklin County purchasing 10 acres and transferring it to the Bureau for right-of-way on East Foster Wells Road Extension. The letter lets them know that we are agreeable to their terms. Mr. Fife said everything required is doable. There is a cost to it. He estimates it will cost about \$90,000 to buy the property and the fence. That's on the high side.

**Motion** – Mr. Brock: I move we send a letter to William Gray as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 16)

**VOUCHERS/WARRANTS**

**Motion** – Mr. Koch: I move for approval of payment of County Road Fund payroll for \$67,387.75. Second by Mr. Brock. 3:0 vote in favor.

**Motion** – Mr. Koch: I move approval of payment of Motor Vehicle Fund payroll for \$10,128.27. Second by Mr. Brock. 3:0 vote in favor.

**GROUNDWATER MANAGEMENT AREA (GWMA)**

Paul Stoker met with the Board.

EIS Columbia River Basin Water Management Program

Mr. Stoker requested the Chairman's signature on a letter for the Environmental Impact Statement (EIS) for the Columbia River Basin Water Management Program. The GWMA Administrative Board approved a letter last Thursday. It is a letter of comment due by next Monday to the Department of Ecology by their request related to our points of interest concerning the Columbia River Management Plan. He reviewed the five points in the letter.

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**Motion** – Mr. Brock: I move we send this letter to Derek Sandison, Central Regional Director, Department of Ecology, regarding comments on the Columbia River Management Plan as specified and authorize the Chairman's signature. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 17)

**FRANKLIN CONSERVATION DISTRICT**

Franklin Conservation District Director Mark Nielson met with the Board. Also present: Anna King, Tim Fife, Carla Maulden, Zona Lenhart, and Jerry Lingo.

**1988 Report**

Mr. Nielson said Carla Maulden was on the Conservation Board when a landslide study was done about 18 years ago which he helped prepare. Mr. Nielson wanted the Board and Mr. Fife to be aware of the report. The report is titled "Study of Landslides along the Columbia River in the Block 15 Area of Franklin County, Washington." Mr. Nielson said the Ringold geologic formation is a fine sandstone/siltstone/silt formation that when dry is fairly stable but when wet becomes extremely unstable. The water source itself is undoubtedly from the Columbia Basin Irrigation Project, both from canal seepage and on-farm irrigation that escapes past the root zone. We also looked at some potential solutions to the landslides. From an economic standpoint, nothing seemed realistic to actually stop the sliding. We looked at things like de-watering the bluff but the Ringold formation is very tight so a well would be required every 50 to 100 feet because the formation doesn't give up its water very easily. We came to the conclusion that at least Franklin County couldn't afford to stabilize these areas. The geologist also said that these slides would not stabilize until they hit an angle of repose of 14%.

At the time the report was completed, it was sent to the Bureau of Reclamation. Mr. Nielson said previous reports done by the U.S. Geological Survey have been submitted and the Bureau of Reclamation itself has done some internal reports.

Mr. Nielson said it is a big decision for the county, do you rebuild Highway 170 where it is at or move it? There have been previous slides on the road. He knows the Columbia River Road was abandoned. Mrs. Corkrum asked if the Columbia River Road slide has finally stabilized. Mr. Fife and Mr. Nielson said no.

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Mr. Nielson said in the R-170 slide areas, about 10 years after doing some of the initial monitoring, he noticed the water line was still moving northward compared to where it was. This is caused by a regional water table level rise, not a specific canal issue. We came to the conclusion that there is really no economic solution.

Mr. Nielson said the Bureau in effect claims all ground water underneath Franklin County. They claim the ground water under our area unless it causes a problem. Then it's not theirs.

The photos in the report came from the Bureau of Reclamation.

Mr. Fife said the Bureau was given a half million dollars to study the area in 1987. Mr. Nielson said in a previous study, the Bureau said Road 170 was not getting bumpy because of seepage but because the county did a poor job constructing it. Mr. Fife said there are three roads that remain closed from previous slides including Basin Hill Road and now R-170. Mr. Nielson said further slides go all the way up the river but don't necessarily impact the roads.

Mr. Fife said he thinks Mr. Nielson summarized it very well. It's an unstable geological formation that 50 years of water from irrigation is beginning to affect very drastically and it will continue to move. Mr. Nielson said a U.S. Geological Report on the Pasco Basin Aquifer basically said the recharge is coming about 70% from seepage from canals and about 30% from on-farm irrigation.

Mr. Fife said when the irrigation project was put in place, they did recognize there would be problems spring up from time to time. They put in money to deal with drainage. However, they didn't put money in to deal with public infrastructure.

Mrs. Corkrum asked where do we go from here? Mr. Fife said he did take a person from the state to the site. That person mentioned there is some funding available through the state. He also took Randy Harvey to the site. The CRAB Board could provide some funding.

Mrs. Corkrum said because this is a Federal project, she thinks the Federal government should provide some funds. Mr. Fife does not have an answer on that but once we get an answer on what we need to do, we can consider some ideas.

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Mrs. Corkrum would like to let our senators and legislators know, starting with some letters and ask if they would like to tour the area, as soon as we get the report back from the geologists.

Mr. Brock said we have a continuing problem that needs to be addressed. This report would be some good information for them.

Carla Maulden asked is one of the proposals to move the road? Mr. Fife said one of the proposals is to follow the detour route and move it quite a ways away. Property acquisition would be required.

Carla Maulden asked if we can manually do the 14% slope. Mr. Nielson said that is one option we did not look at. Ms. Maulden asked would it solve it? Mr. Nielson said springs may resurface but the hazard of sliding may not occur. Ms. Maulden said land acquisition would be required.

#### **AUDITOR**

Auditor Zona Lenhart met with the Board.

The County's Annual Report was mailed in on time.

A Courthouse Dedication Committee closeout meeting will be held, primarily to make sure all the bills are paid.

Furniture layout for Auditor's Office: Ms. Lenhart told the Board about work being done on the furniture layout for departments in the Auditor's Office.

Information Services: Ms. Lenhart expressed appreciation for the outstanding work of the Information Services Department during the Recording Department's move back to the Courthouse.

#### **COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

##### Clark Town Water System

**Motion**: Mr. Brock: I move approval for the chairman to sign the Project Summary Form, 2006 CDEBG Planning-Only Pre-application, for the Clark Town Water System, previously approved by Resolution 2006-253. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 18)

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Department of Archaeology and Historic Preservation Grant

Mr. Bowen asked for approval of the Grant Agreement between Franklin County and the Washington State Department of Archaeology and Historic Preservation for the Historic County Courthouse Rehabilitation Project, Grant #FY07-90001-005. The grant will be \$25,000 short of the full amount. In the original grant application we included a request for refunding for the centerpiece in the rotunda but until that is actually installed, the state won't send the whole amount.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-275 as listed. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 19)

Marcie Koch joined the audience.

Courthouse Renovation

Mr. Bowen asked for approval to purchase a computer for the Clerk to the Board office using funds from Contingency.

**Motion** – Mr. Brock: I move for approval. Second by Mr. Koch. 3:0 vote in favor.

Furnishings in the Courthouse

Mr. Bowen will purchase a table and chairs for each of the two break rooms.

A few armless chairs will be put in the audience section of the Commissioners Meeting Room. A podium is being built for the meeting room.

A small refrigerator will be moved from the first floor break room to the Coroner's office. A dishwasher will be put in place of the refrigerator.

Locks

Mr. Bowen suggested using electronic locks that can be keyed to which employees need access. Mrs. Corkrum said does not want the electronic locks. She said no locks should be changed unless it's approved by the Board. Mr. Koch said he thinks a grand master key needs to get into any room in the building. Mr. Brock does not think everyone should have access to the Prosecutor's Office. The other Board members agreed.

Work Release Portable Building

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Someone broke a window in the Work Release building and stole a county employee's saw. Mr. Bowen told the employee to not have any of the employee's personal tools on site in the future. The county will have to replace his saw.

The cost for the total Work Release project is a little over \$100,000. Mr. Bowen would like to move forward. He asked for approval to work with plumbers to do sewer connections costing \$30,000 to \$40,000. The Board **gave approval**.

Public Safety Building Roof

The Board **gave approval** for architect Brian Johnson to move forward on designs for the Public Safety Building roof.

**OTHER BUSINESS**

Planning Director Jerrod MacPherson met with the Board.

City of Connell Building Inspection Services Contract

Mr. MacPherson asked for approval of the Interlocal Agreement. He asked for approval to offer jobs to two temporary employees as soon as possible. The Department of Corrections told the City of Connell staff that they have no objection to sending an advance of about \$100,000 to buy a car and computer and other items needed to get started.

**Motion** – Mr. Koch: I move that we sign the Interlocal Agreement between Franklin County and the City of Connell to provide building inspection services during the construction of the Washington State Department of Corrections Facility in Connell. This is Resolution 2006-276. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 20)

Mr. MacPherson asked for approval to order two new computers. There is a preliminary budget for the prison inspection services work. The Board will have to approve it. The Board did approve the concept of the budget. A public hearing is required. It will be a stand-alone budget. Mrs. Corkrum asked if it is going to be a Current Expense budget. Mr. MacPherson said it will be a Miscellaneous Budget.

Mr. MacPherson asked does the Board have an objection to ordering the computers so they are here when staff arrives? Mr. Koch said he has no objection if you are okay with the money.



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The vehicles will be put on the Renewal and Replacement program through the Public Works Department. The vehicle probably won't be needed until sometime in July.

Final Approval Short Plat SP 2005-05, Glen Warr

**Motion** -- Mr. Brock: I move for final approval of Short Plat 2005-05 as listed. This is Resolution 2006-277. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 21)

**Executive Session** at 11:33 a.m. regarding union contract negotiations expected to last 15 minutes.

**Open Session** at 11:48 a.m.


**Adjourned** at 11:48 a.m.

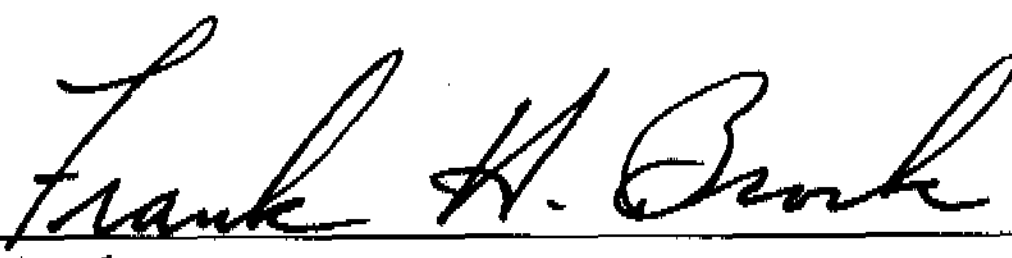
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There being no further business, the Franklin County Board of Commissioners  
meeting was adjourned until May 10, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed June 7, 2006.

**FRANKLIN COUNTY RESOLUTION NO. 2006 264**

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 Dislocated Worker Program reducing funds in the amount of \$90,000.00, and reducing enrollments and exits.**

**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;

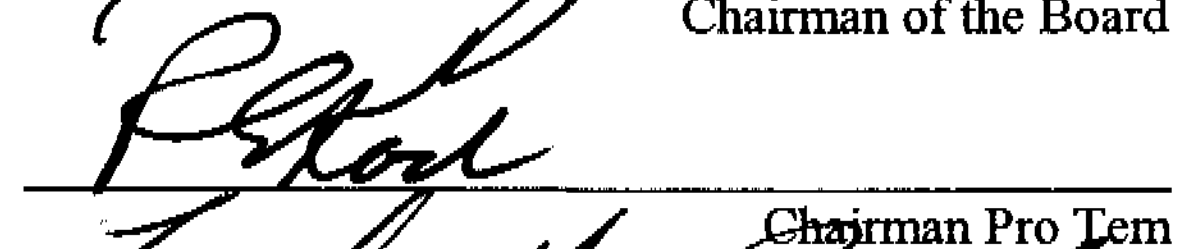
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Franklin County Commissioners approves the Workforce Investment Act Service Provider contract modification between the Benton-Franklin Workforce Development Council and Employment Security Department for WIA Title I-B Dislocated Worker reducing funds in the amount of \$90,000.00, and reducing enrollments and exits effective April 1, 2006.

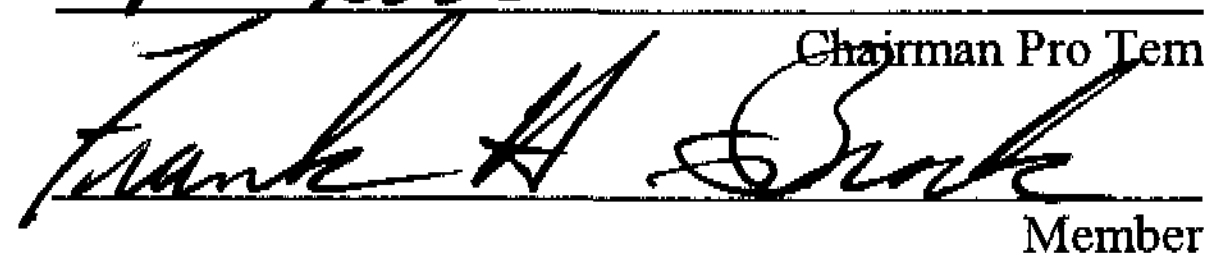
**BE IT FURTHER RESOLVED** that the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract modification on behalf of the Board.

**APPROVED** this 31<sup>st</sup> day of May, 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 – Dislocated Worker**

Modification Number: 2Date: March 24, 2006Contractor: Employment Security

THE CONTRACT WITH THE CONTRACTOR EFFECTIVE JULY 1, 2005, FOR DISLOCATED WORKER 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 reducing funds in the amount of \$90,000 resulting in a new contract total of \$468,143. The WDC has the authority for this reduction pursuant to paragraph 3 of the original contract. Exhibit B – Statement of Work – and Exhibit C – Budget in the original contract are hereby superseded and replaced by the attached Exhibit B – Statement of Work and 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. Mamm 3-30-06  
Signature/Executive Director Date

[Signature] 6-16-06  
Signature Date  
M. Todd Dixon  
Area Director  
Title

Received and Reviewed:

Approved as to form only:

[Signature] 4-10-06  
CHAIRMAN, Benton County  
Commissioners Date

[Signature] 3/27/06  
Benton County Deputy Prosecuting Attorney Date

[Signature] 5/31/06  
CHAIRMAN Franklin County  
Commissioners Date

[Signature] 05.19.06  
Franklin County Deputy Prosecuting Attorney Date

**Exhibit B**  
**STATEMENT OF WORK**

**DESCRIPTION OF WIA I-B SERVICES FOR DISLOCATED WORKERS**

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; 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 dislocated worker funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training, displaced homemakers, and persons with multiple barriers. Services to Dislocated and Incumbent workers will be coordinated with Worker Retraining services and the Job Skills Program to ensure funds are coordinated in a manner that maximizes 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 or to retain employment by upgrading skills. 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

**J. 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.

**K. 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:

<b>Federal Dislocated Worker Measures</b>	
Entered Employment Rate	85.5%
Employment Retention Rate	89.8%
Earnings Replacement Rate	-\$3,004
Employment and Credential Rate	72.5%
<b>State Dislocated Worker Measures</b>	
Percent Attaining Credential	64.5%
Employment Rate	83.0%
Earnings	\$28,816
Participant Satisfaction	89.5%

**L. Enrollments and Exits**

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

<b>Enrollments</b>	<b>2006 June</b>
Carry-ins	52
New Enrollments	227
Total	279
<b>Exits</b>	
Carry-ins	30
New Enrollments	110
Cumulative Total	140

**FRANKLIN COUNTY RESOLUTION NO. 2006 265**

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 WIA Title I-B PY 2005/06 In-School Youth Program reducing funds in the amount of \$70,000.00, and reducing enrollments and exits.**

**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,

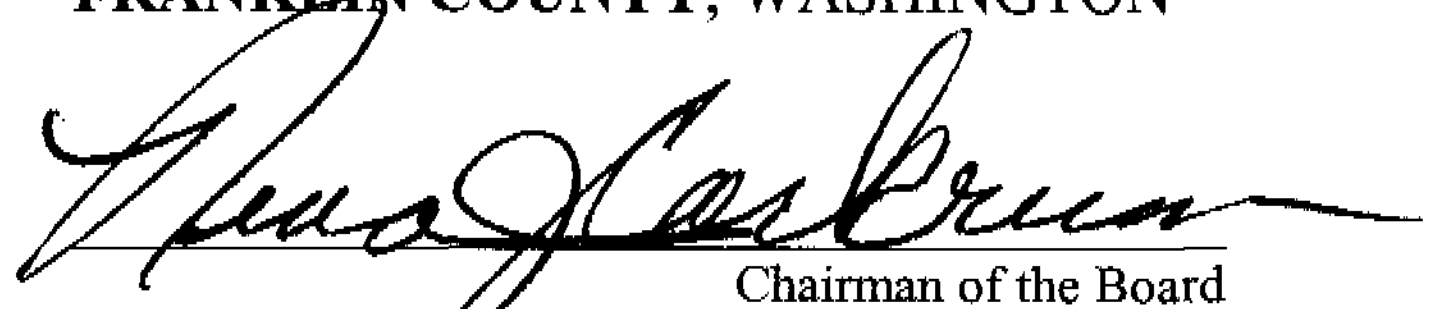
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and desires to enter into this contract modification as being in the best interest of the citizens of Franklin County.

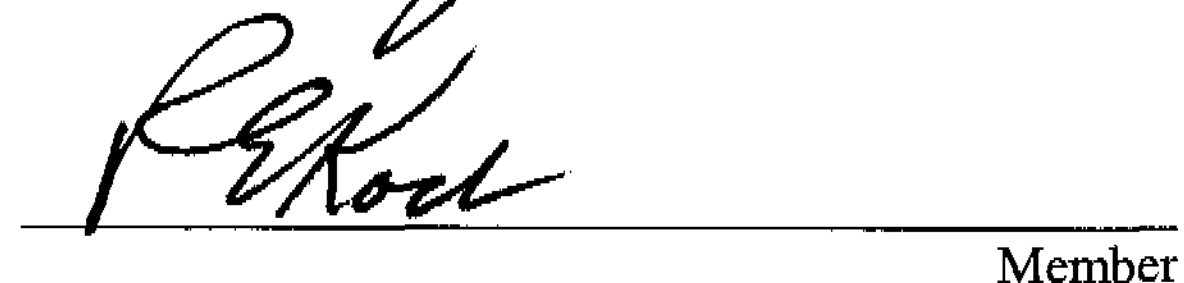
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Franklin County Commissioners approves the Workforce Investment Act Service Provider PY05/06 contract modification between the Benton-Franklin Workforce Development Council and Career Path Services for WIA Title I-B In-School Youth Program reducing funds in the amount of \$70,000.00, and reducing enrollments and exits effective April 1, 2006.

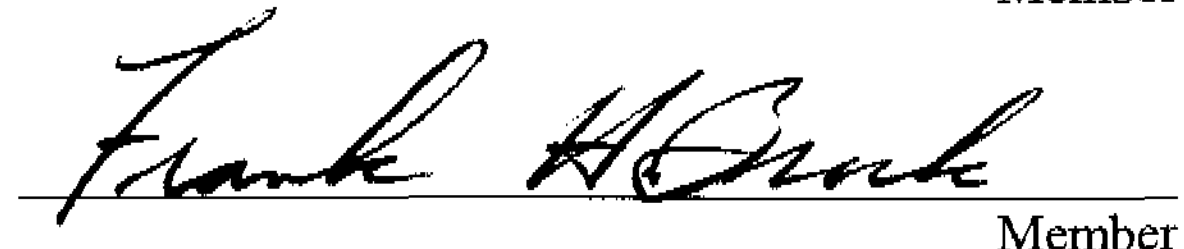
**BE IT FURTHER RESOLVED** that the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract on behalf of the Board.

**APPROVED** this 31<sup>st</sup> day of may, 2006.

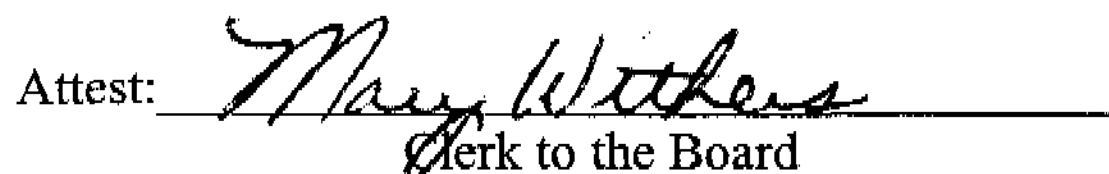
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
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 #17.259 – In-School Youth**

Modification Number: 2Date: March 20, 2006Contractor: Career Path Services

THE CONTRACT WITH THE CONTRACTOR EFFECTIVE JULY 1, 2005, FOR IN-SCHOOL YOUTH 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 de-obligating of funds in the amount of \$70,000 resulting in a new contract total of \$281,103. The WDC has the authority for this de-obligation pursuant to paragraph 5. Section D 3 of the original contract, and the Contractor concurs with said de-obligation. Exhibit B – Statement of Work – and Exhibit C – Budget in the original contract are hereby superseded and replaced by the attached Exhibit B – Statement of Work and Exhibit C – Budget.

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

Nichelle M. Mann 4-4-06  
Signature/Executive Director Date

Michael J. Langhart 6-7-06  
Signature Date  
Executive Director  
Title

Received and Reviewed:

Approved as to form only:

Ma E. Benitez  
CHAIRMAN, Benton County  
Commissioners Date

Ryan Brown 4/4/06  
Benton County Deputy Prosecuting Attorney Date

Theresa Carburn 5/3/06  
CHAIRMAN, Franklin County  
Commissioners Date

Bob 05.19.06  
Franklin County Deputy Prosecuting Attorney Date

2006 265

**FRANKLIN COUNTY RESOLUTION NO. 2006 266**

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 WIA Title I-B PY 2005/06 Out-of-School Youth Program reducing funds in the amount of \$100,000.00, and reducing enrollments and exits.**

**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.

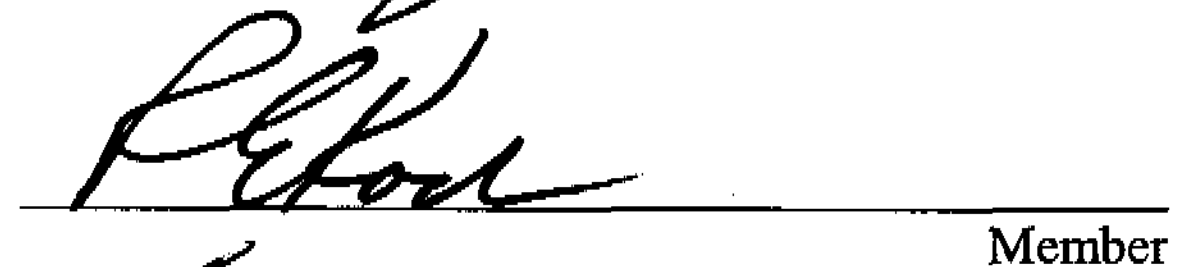
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Franklin County Commissioners approves the Workforce Investment Act Service Provider PY05/06 contract modification between the Benton-Franklin Workforce Development Council and Career Path Services for WIA Title I-B Out-of-School Youth Program reducing funds in the amount of \$100,000.00, and reducing enrollments and exits effective April 1, 2006.

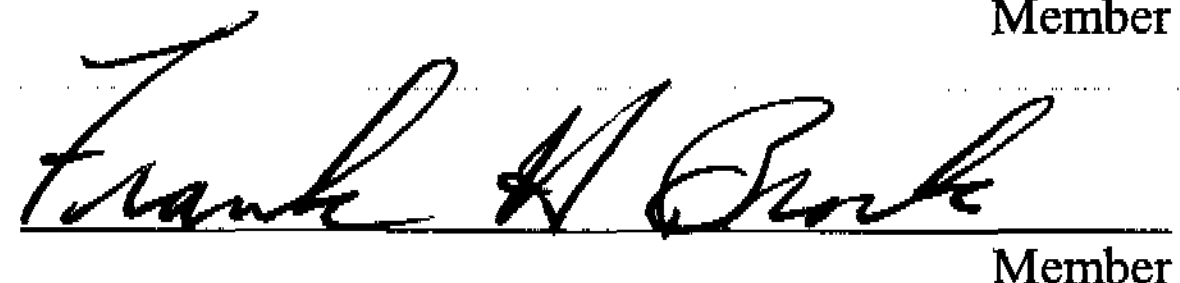
**BE IT FURTHER RESOLVED** that the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract on behalf of the Board.

**APPROVED** this 31<sup>st</sup> day of May, 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 #17.259 – Out-of-School Youth**

Modification Number: 2Date: March 20, 2006Contractor: Career Path Services

THE CONTRACT WITH THE CONTRACTOR EFFECTIVE JULY 1, 2005, FOR OUT-OF-SCHOOL YOUTH 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 de-obligating of funds in the amount of \$100,000 resulting in a new contract total of \$251,103. The WDC has the authority for this de-obligation pursuant to paragraph 5, Section D 3 of the original contract, and the Contractor concurs with said de-obligation. Exhibit B – Statement of Work – and Exhibit C – Budget in the original contract are hereby superseded and replaced by the attached Exhibit B – Statement of Work and Exhibit C – Budget.

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 4-4-06  
Signature/Executive Director Date

[Signature] 6-2-06  
Signature Date  
EXECUTIVE DIRECTOR  
Title

Received and Reviewed:

Approved as to form only:

[Signature] 4-4-06  
CHAIRMAN, Benton County  
Commissioners Date

[Signature] 4/4/06  
Benton County Deputy Prosecuting Attorney Date

[Signature] 5/31/06  
CHAIRMAN Franklin County  
Commissioners Date

[Signature] 05.19.06  
Franklin County Deputy Prosecuting Attorney Date

2006 266

**FRANKLIN COUNTY RESOLUTION NO. 2006 267**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for the Dropout Prevention and Intervention Project in the amount of \$52,599.**

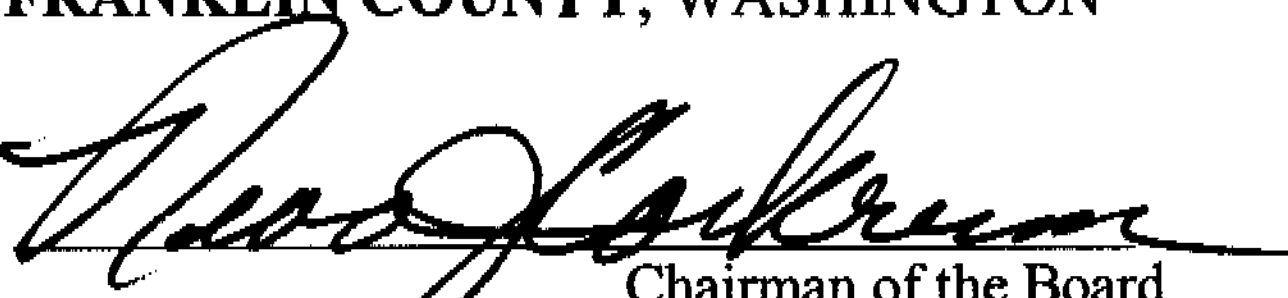
**WHEREAS**, pursuant to R.C.W. 36.01.010 and R.C. W. 36.32.120, the legislative authority is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and


**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 interest of the citizens of Franklin County;


**NOW, THEREFORE, BE IT RESOLVED** the Board of Franklin County Commissioners approves the Dropout Prevention and Intervention Service Provider contract between the Benton-Franklin Workforce Development Council and Career Path Services for the Dropout Prevention and Intervention Project in the amount of \$52,599.00 effective June 1, 2006 through June 30, 2007.

**APPROVED** this 31<sup>st</sup> day of may, 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**

CFDA #17.258; 17.259; 17.260  
BF-WDC Contract No. S-PY05/06/07-DPI 2

2006 267

This contract is between Career Path Services, 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 May 1, 2006, regardless of the date of execution, and be completed on June 30, 2007, 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 executed by both parties to this contract, unless such modification is the result of a unilateral modification by BF-WDC.

WIA Title I-B Dropout Prevention & Intervention Program..... \$52,559.00

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 3-30-06  
Executive Director Date

FOR THE CONTRACTOR

[Signature] 6-7-06  
Signature Date  
Executive Director  
Title

Received &amp; Reviewed:

[Signature] 4-0-06  
Chairman, Benton Co. Commissioners Date

Approved as to form:

[Signature] 3/28/06  
Benton Co. Deputy Prosecuting Attorney Date

[Signature] 5/3/06  
Chairman Franklin Co. Commissioners Date

[Signature] 05.19.06  
Franklin Co. Deputy Prosecuting Attorney Date

Service Provider Contract  
PY 2006/2007

**Complete Document Filed With Auditor**

**FRANKLIN COUNTY RESOLUTION NO. 2006 268**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: A SERVICE PROVIDER CONTRACT, MODIFICATION NUMBER 2,  
BETWEEN THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT  
COUNCIL AND COLUMBIA INDUSTRIES FOR PY 2005/06 WIA TITLE  
ADULT WORKER SERVICE FOR THE PURPOSE OF REDUCING FUNDS IN  
THE AMOUNT OF \$40,000**

**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

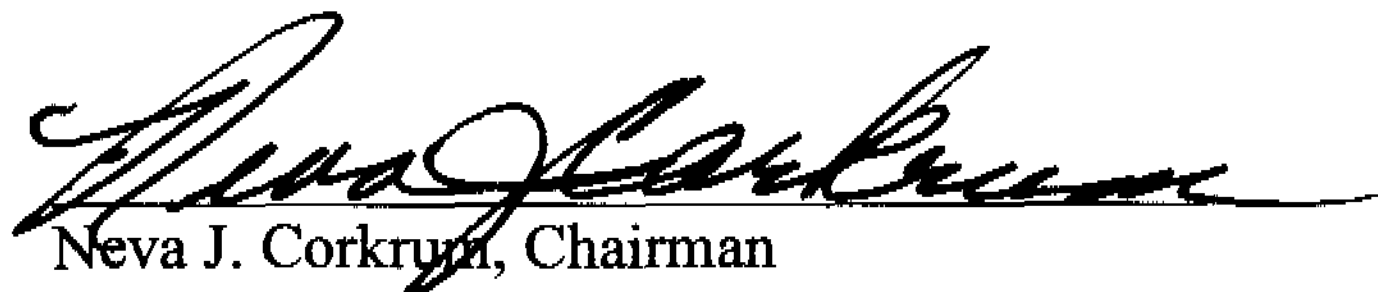
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this contract as being in the best interest of the citizens of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract Modification Number 2 (CFDA #17.258) between the Benton-Franklin Workforce Development Council and Columbia Industries for PY 2005/06 WIA Title Adult Worker Service for the purpose of reducing funds in the amount of \$40,000, effective April 1, 2006.

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


**APPROVED** this 31<sup>st</sup> day of May 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  
WDC

cc: Prosecutor

<p align="center"><b>WORKFORCE INVESTMENT ACT SERVICE PROVIDER CONTRACT MODIFICATION CFDA #17.258 – Adult</b></p>
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Modification Number: 2Date: March 29, 2006Contractor: Columbia Industries**2006 268**

THE CONTRACT WITH THE CONTRACTOR EFFECTIVE JULY 1, 2005, FOR ADULT WORKER 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 reducing funds in the amount of \$40,000 resulting in a new contract total of \$433,167. The WDC has the authority for this reduction pursuant to paragraph 3 of the original contract, and the Contractor agrees to said reduction. Exhibit B – Statement of Work – and Exhibit C – Budget in the original contract are hereby superseded and replaced by the attached Exhibit B – Statement of Work and Exhibit C – Budget.

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

Michael M. Mann 4-4-06  
Signature/Executive Director Date

[Signature]  
Signature Date  
President/CEO  
Title

Received and Reviewed:

Approved as to form only:

[Signature]  
CHAIRMAN, Benton County  
Commissioners Date

[Signature] 4/4/06  
Benton County Deputy Prosecuting Attorney Date

[Signature] 5/3/06  
CHAIRMAN, Franklin County  
Commissioners Date

[Signature] 05.19.06  
Franklin County Deputy Prosecuting Attorney Date



**FRANKLIN COUNTY RESOLUTION NO. 2006 269**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF TWENTY KI CHAIRS  
ASSIGNED TO THE COMMISSIONERS OFFICE**

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to excess twenty mauve chairs previously utilized in the Commissioners Meeting Room at the Annex; and


**WHEREAS**, said chairs were originally purchased from TRAC and will be returned to TRAC at no charge; and

**WHEREAS**, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the disposal of twenty chairs assigned to the Commissioners Office, made by KI, license number NY2343A, Wisconsin, as identified on the *Franklin County Storage – Salvage* form, in conjunction with R.C.W. 36.32.210 (inventory).

**APPROVED** this 31<sup>st</sup> day of May 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  
Maintenance

cc: Accounting  
Commissioners Inventory File  
TRAC

**FRANKLIN COUNTY STORAGE - SALVAGE**

DATE: May 23, 2006

REQUESTED BY: Fred Bowen

**2006 269**

DEPT: Commissioners

DESCRIPTION OF ITEM(S):

DEPT NUMBER: 001-000-680

20 mauve KI chairs  
License Number NY2343A, Wisconsin

PHONE #: 545-3535

AUTHORIZED BY:



RECEIVED BY:

SERIAL #:

DATE RECEIVED:

DATE CLOSED:

**CHECK ONE OF THE FOLLOWING:**SALVAGE ☒ Return to STORAGE ☐  
TRACDESTROY ☐

**FRANKLIN COUNTY RESOLUTION NO. 2006 270**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: NON-DISCRIMINATION AGREEMENT BETWEEN FRANKLIN COUNTY  
AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, every agency with a population of 100,000 whom receives federal funds from the Federal Highway Administration is required to sign and submit a Non-Discrimination Agreement to the Washington State Department of Transportation; and

**WHEREAS**, the County Engineer and Chief Civil Deputy Prosecutor recommend signature by the Chairman of the Board; and

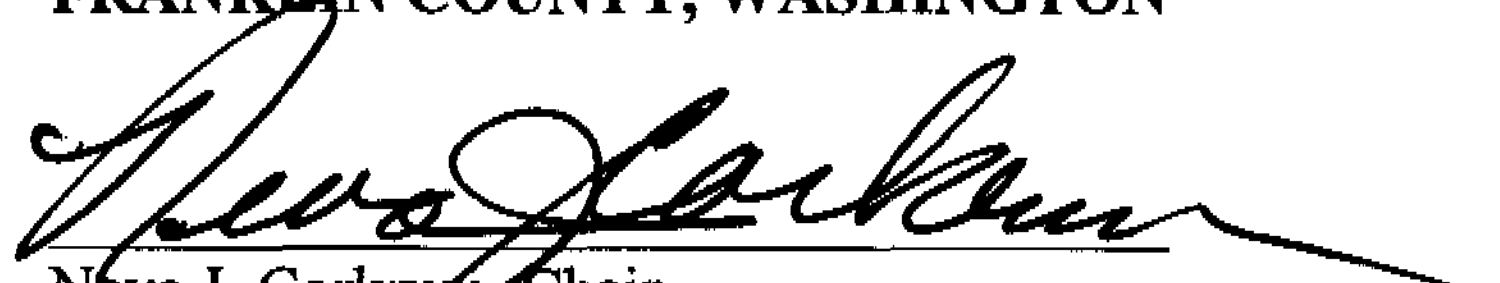
**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**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 Non-Discrimination Agreement, Appendix 28.72, between Franklin County and Washington State Department of Transportation and authorizes the Chairman to sign said Agreement on behalf of the Board.

**APPROVED** this 31<sup>st</sup> day of May 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  
WSDOT

cc: Public Works  
Prosecutor's Office

**Appendix 28.72**

2006 270

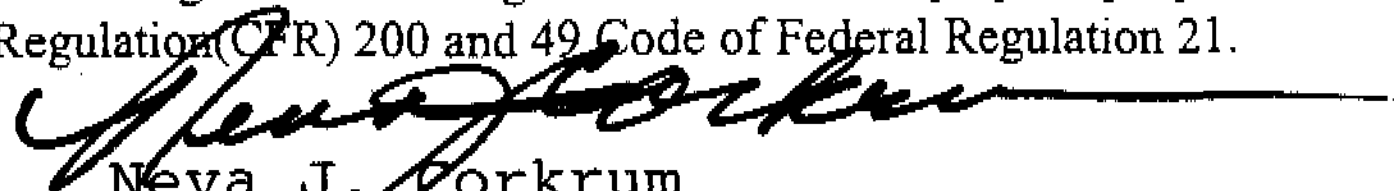
**Non-Discrimination Agreement  
Population Under 100,000****Washington State Department of Transportation  
and Name of Recipient Policy Statement**

The (Name of Recipient), hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's (Name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

  
Neva J. Corkrum  
Name of Responsible Agency Official (Please Print)

Chairman  
Title

5/31/06  
Date

## **Implementation Procedures**

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

## **The recipient shall:**

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WSDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to WSDOT's Office of Equal Opportunity (OEO) within 10 days of the date the complaint was received by the recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.
  - a) Annual Work Plan  
Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
  - b) Accomplishment Report  
List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

## 8. Contacts for the different Title VI administrative jurisdictions are as follows:

Washington State Department of Transportation  
Office of Equal Opportunity, Title VI Program  
PO Box 47314  
Olympia, WA 98466  
(360) 705-7098

Federal Highway Administration  
Washington Division Office  
711 Capitol Way South, Suite 501  
Olympia, WA 98501  
(360) 534-9325

**Sanctions**

In the event the recipient fails or refuses to comply with the terms of this agreement, the WSDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION:**

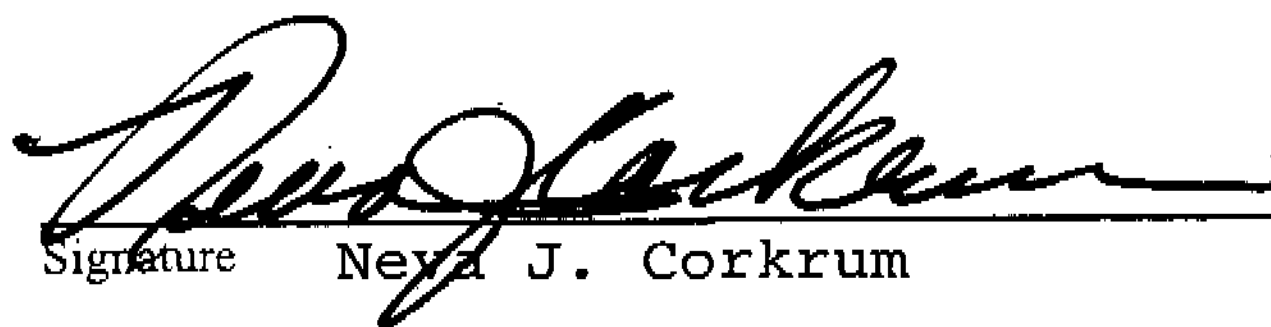
Signature

Director of the Office of Equal Opportunity

Title

9-11-06

Date

**NAME OF RECIPIENT:**

Signature

Neya J. Corkrum

Chairman

Title Franklin County Board of Commissioners

5/31/06

Date

## Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WSDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.



## Appendix 28.73

## Annual Title VI Update Questionnaire

**ANNUAL TITLE VI UPDATE ACCOMPLISHMENT REPORT**

In responding to this questionnaire, the agency is to **only identify changes** that have occurred since they submitted their previous questionnaire or since their Title VI Plan or Nondiscrimination Agreement was approved. The questionnaire is to be submitted by the due date each year to the Region Local Programs Engineer for transmittal to Highways and Local Programs (H&LP) for submittal to WSDOT's Office of Equal Opportunity (OEO).

**I. POLICY STATEMENT**

Describe any changes to your approved policy statement that have resulted from changes in legislation, local ordinances, etc., or a change in Chief Executive Officer. Submit a copy of the policy statement with the new CEO's signature.

**II. ORGANIZATION, STAFFING, STRUCTURE**

- a. **Organization:** Describe any changes in the agency's organization that modify the Title VI Program reporting relationship of the Title VI Coordinator to the CEO.
- b. **Staffing:** Provide all changes in descriptions of duties, names, race and gender of the support staff responsible for Title VI compliance monitoring.
- c. **Structure:** Provide all changes in supervisory staff (their names, race and gender) responsible for Title VI compliance for each of the agency's program areas (e.g., Planning, Design, Construction, Maintenance, etc.).

**III. TITLE VI MONITORING AND REVIEW PROCESS**

Describe actions that have been taken to promote internal (within the agency) and external (sub recipient of the agency's federal funds) compliance with Title VI. List any Title VI compliance reviews the agency has conducted and the results and/or conclusion of each review.

**IV. COMPLAINTS**

Describe each Title VI complaint, if any, its basis (race, gender, etc.), and its resolution. Provide a copy of the investigative report(s).

**V. ACCOMPLISHMENT REPORT FOR EACH PROGRAM AREA**

**Appendix 28.73****Annual Title VI Update Questionnaire**

- 1) Describe complaints filed, if any, resulting from the choice of highway location decisions, or the procedure used for arriving at the decisions.
- 2) Identify the titles, ethnicity and gender of employees, and any vacancies, in the Location Program area. Describe efforts of the Title VI Coordinator to increase the representation of minorities and women if they are under-represented. Describe efforts to encourage adequate representation of minorities and women on boards and committees involved in the development of transportation projects.
- 3) How many Environmental Impact Statements were reviewed? Summarize comments provided on the EIS about adverse impacts on minority, handicapped, elderly, etc., communities.
- 4) How many consultants currently have contracts involving project development activities and their dollar value? How many are minority consultants and their dollar value? Where minorities and women participation is low, describe efforts to increase their participation.
- 5) How many project location public hearings were held? Describe how these hearings were advertised, including efforts to provide notification to minorities.
- 6) Describe efforts to identify minority leaders and encourage them to provide suggestions and ask questions about the location of highways.
- 7) Was there a need to utilize bilingual advertisements, announcements, notices, etc.?

**D. Design**

- 1) How many consultant firms currently have design contracts and their dollar value? How many of these are held by minority and women owned firms and their dollar value?
- 2) Describe efforts to increase minority and female participation in consultant contracts. Does the agency maintain a list of minority and woman consultants? If so, how many firms are on the list? How many are receiving contracts?

**Appendix 28.73****Annual Title VI Update Questionnaire**

- 7) Identify the number of contracts awarded for providing relocation assistance, the opportunities given to minorities and women to obtain these, and how many they received.
- 8) Describe special efforts made to comply with Title VI regulations?
- 9) Identify Right-of-Way staff by name, job title, race and gender.

**F. Construction and Maintenance**

- 1) Describe civil right complaints, if any, the agency received on their competitive bidding procedures, and the corrective action, if any was needed, that the agency has taken. Provide a summary of any concerns raised by MWBE about licensing, pre-qualifications, lack of sub-contracting opportunities, etc.
- 2) Summarize the efforts of the Title VI Coordinator to encourage the use of minority individuals, firms, or agencies for maintenance agreements or construction contracts.
- 3) Describe any agency procedures that were reviewed to assure Title VI compliance in subcontract agreements, first and second tier, material supply and equipment lease agreements.
- 4) List any significant accomplishment goals and/or action items to be taken during the ensuing year.

**G. Education and Training**

- 1) Describe efforts made to encourage participation by minorities and women in National Highway Institute (NHI) educational and training program(s).
- 2) Identify the types of NHI programs the agency staff attended, whether the agency sponsored or co-sponsored the programs, the number of agency staff that attended, and how many of these were minorities and women.
- 3) Identify agency staff responsible for training by job title, ethnicity and gender.
- 4) Describe civil rights complaints filed, if any, concerning training and educational opportunities, and the corrective actions. Provide a summary of concerns raised, complaints filed, status, etc.

**FRANKLIN COUNTY RESOLUTION NO. 2006 271**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF A PHOTO PC CAMERA  
ADAPTER ASSIGNED TO THE ASSESSOR'S OFFICE**

**WHEREAS**, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the Assessor requesting disposal of a photo PC camera adapter, as they no longer use the equipment; and

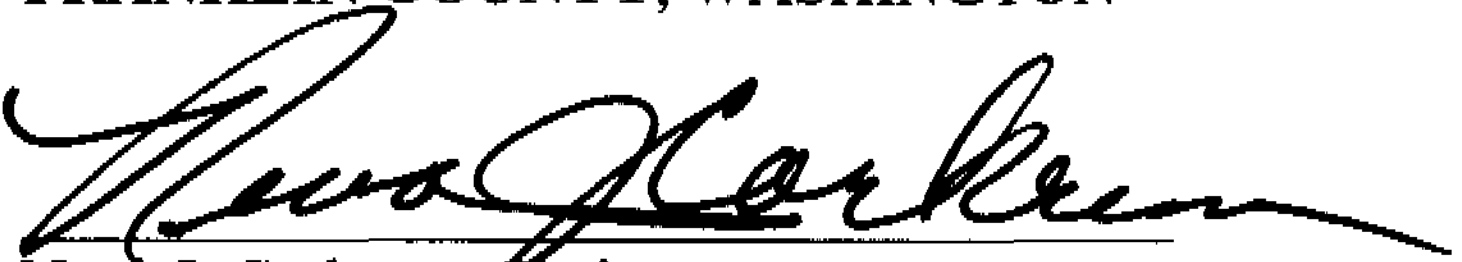
**WHEREAS**, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves disposal of a photo PC camera adapter, serial number 145402, as identified on the *Franklin County Storage – Salvage* form received from the Assessor, in conjunction with RCW 36.32.210 (inventory).

**APPROVED** this 31<sup>st</sup> day of May 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  
Maintenance

cc: Accounting  
Assessor

**FRANKLIN COUNTY STORAGE - SALVAGE**

DATE: 5/23/06

REQUESTED BY: STEVE MARKS

DEPT: ASSESSOR

DESCRIPTION OF ITEM(S):

DEPT NUMBER: 4m 001-000-040  
514.24PHOTO PC CAMERA  
ADAPTER

PHONE #: 545.3506

AUTHORIZED BY:

RECEIVED BY:

SERIAL #: 145402

DATE RECEIVED:

DATE CLOSED:

**CHECK ONE OF THE FOLLOWING:**

SALVAGE



STORAGE



DESTROY



**FRANKLIN COUNTY RESOLUTION NO. 2006 272**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF A HEWLETT PACKARD  
DESKJET 952C COLOR PRINTER ASSIGNED TO THE  
COMMISSIONERS OFFICE**

**WHEREAS**, the Franklin County Commissioners Executive Secretary notified the Board of the need to dispose a personal HP DeskJet 952C color printer, as it was broken beyond repair and leaking ink; and

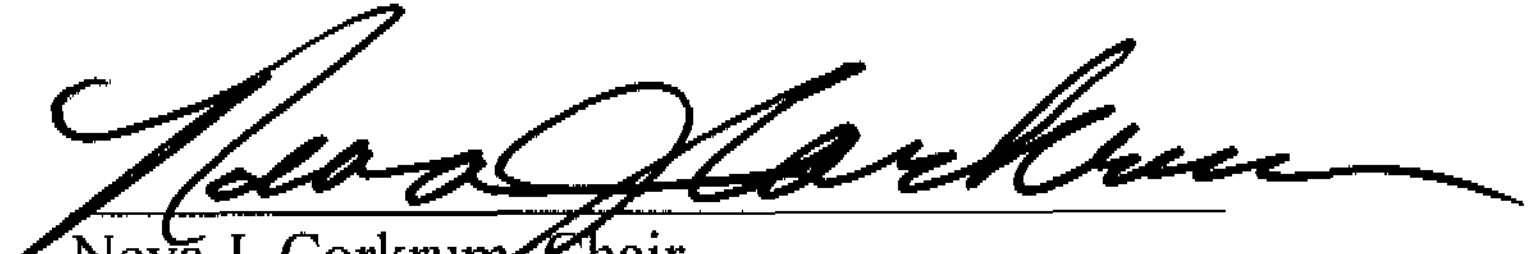
**WHEREAS**, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves disposal of a Hewlett Packard DeskJet 952C color printer assigned to the Commissioners Office, Franklin County Tag #04851, as identified on the *Franklin County Storage – Salvage* form, in conjunction with R.C.W. 36.32.210 (inventory).

**APPROVED** this 31<sup>st</sup> day of May 2006.

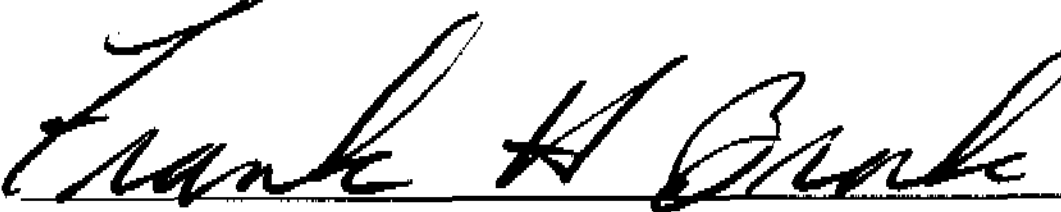
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Maintenance

cc: Accounting  
Commissioners Inventory File

**FRANKLIN COUNTY STORAGE -- SALVAGE**DATE: May 23, 2006REQUESTED BY: Patricia SkoutDEPT: Commissioners

DESCRIPTION OF ITEM(S) \_\_\_\_\_

DEPT. NUMBER: 001-000-680HP DESKJET 952CPHONE #: 545-3535COLOR PRINTERAUTHORIZED BY: Fred Bowen

RECEIVED BY: \_\_\_\_\_

SERIAL #: FC TAG 04851

DATE RECEIVED: \_\_\_\_\_

DATE CLOSED: \_\_\_\_\_

**CHECK ONE OF THE FOLLOWING:**SALVAGE ☐STORAGE ☐DESTROY ☒

2006 272



**FRANKLIN COUNTY  
RESOLUTION NO. 2006 273**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT BETWEEN THE COLUMBIA INDUSTRIES AND BENTON-FRANKLIN COUNTIES TO ADD REPORTING REQUIREMENTS, REVISE THE FEE-FOR-SERVICE REIMBURSEMENT RATES TO A MONTHLY BASIS, REVISE THE PERSON-TO-PERSON STATEMENT OF WORK DESCRIPTION AND TO CLARIFY STATEMENT REGARDING THE AGENCY PROVIDING CERTIFICATES OF INSURANCE.**

**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 Columbia Industries 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 0507-DD-CI-1.

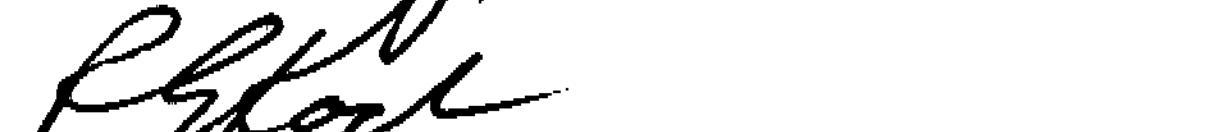
**APPROVED** this 31<sup>st</sup> day of May, 2006.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Meva J. Corkrum, Chair

Attest:

  
Clerk to the Board

  
Robert E. Koch, Pro Tem Chair

  
Frank H. Brock, Member

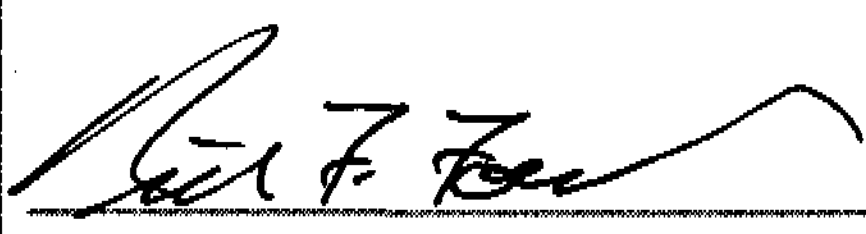

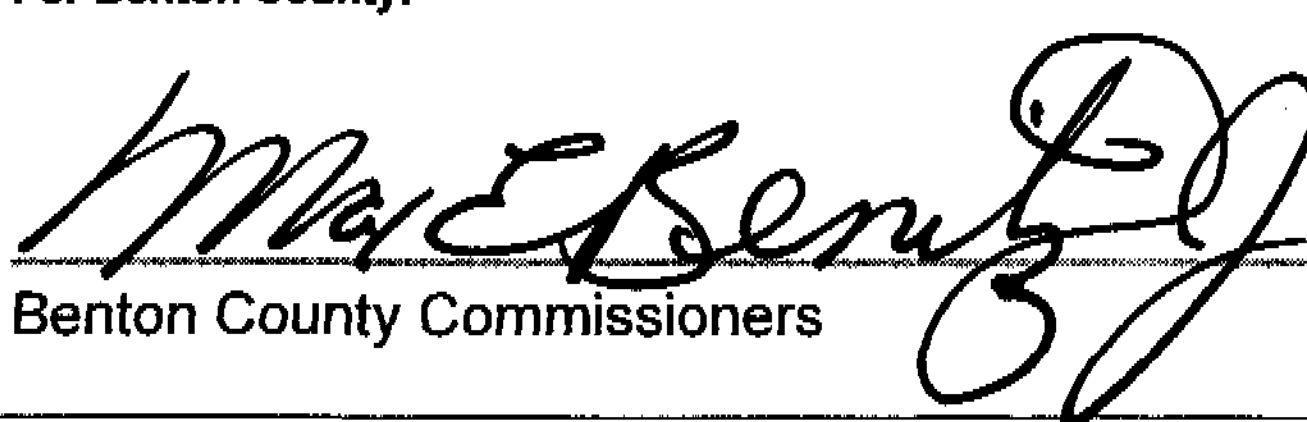

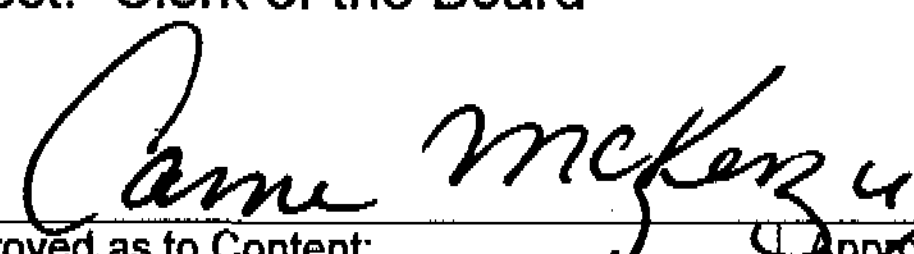
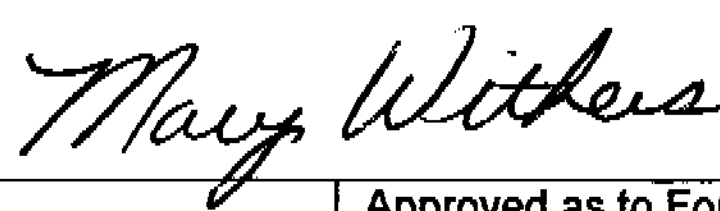
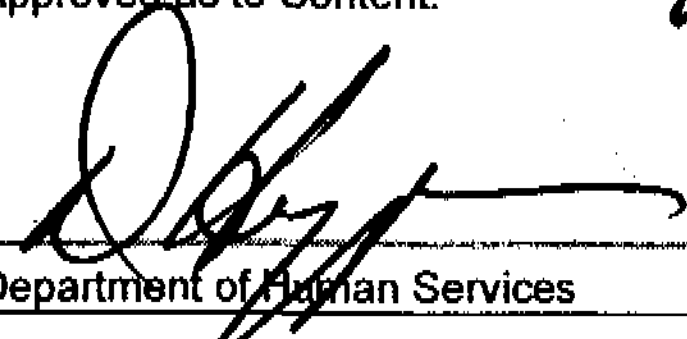
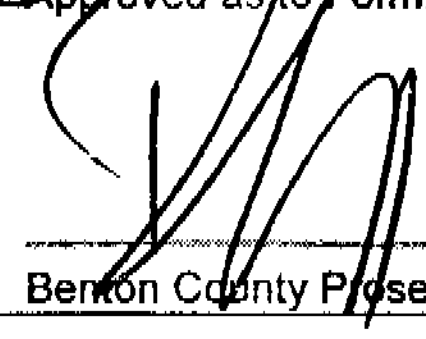

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
AMENDMENT #0507-DD-CI-1**

**2006 273**

This Amendment is made and entered into by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the service provider identified below, hereinafter referred to as the "Contractor."

Department of Human Services Contact: Dave Hopper, Director 7207 W. Deschutes Avenue Kennewick, WA 99336 (509) 783-5284		Contractor Contact: Rich Foeppel, President Columbia Industries P.O Box 7346 Kennewick, WA 99336 (509) 582-4142	
For purposes of this Agreement, the Contractor is considered a: <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA Number of Federal Funds (if any): N/A	
Agreement Start Date: July 1, 2005		Agreement End Date: June 30, 2007	
<b>ATTACHMENTS:</b> When the box is marked with an X, the following exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits:			
THIS 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 Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Agreement remain in full force and effect. The parties signing warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.			
<b>For the Contractor:</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Director/Administrator         </div> <div style="text-align: center;">           5/1/06            Date         </div> <div style="text-align: center;">             Board of Directors (if applicable)         </div> <div style="text-align: center;">           5-2-06            Date         </div> </div>			
<b>For Benton County:</b>  Benton County Commissioners		<b>For Franklin County:</b>  Franklin County Commissioners 5/31/06	
Attest: Clerk of the Board 		Attest: Clerk of the Board 	
Approved as to Content:  Department of Human Services	Approved as to Form:  Benton County Prosecutor's Office	Approved as to Form:  Franklin County Prosecutor's Office	

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0507-DD-CI-1	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

The Department of Human Services (DHS) has an agreement with Columbia Industries for services for individuals with developmental disabilities. DHS would like to amend the contract to add reporting requirements, revise the fee-for-service reimbursement rates to a monthly basis, revise the Person-To-Person Statement of Work description and clarify statement regarding the agency providing Certificates of Insurance.

### SUMMARY

**Award:** n/a

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

**Funding Source:** Division Developmental Disabilities

### 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 Amendment is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve signing Amendment #0507-DD-CI-1 with Columbia Industries and authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY RESOLUTION NO. 2006 274

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF A CHINON – GENESIS ZOOM  
MACRO LENS ASSIGNED TO THE FRANKLIN COUNTY BUILDING  
DEPARTMENT**

**WHEREAS**, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the Planning & Building Department requesting disposal of a Chinon – Genesis Zoom Macro Lens; and

**WHEREAS**, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; 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 Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the disposal of a Chinon – Genesis Zoom Macro Lens, as identified on the *Franklin County Storage – Salvage* form received from the Franklin County Planning & Building Department, in conjunction with R.C.W. 36.32.210 (inventory).

**APPROVED** this 31<sup>st</sup> day of May 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  
Maintenance

cc: Accounting  
Planning & Building Department

**FRANKLIN COUNTY STORAGE - SALVAGE**

DATE: 5/24/2006

REQUESTED BY: Jerrod MacPherson

*J Mac*  
5/24/06

DEPT: Building Division

DESCRIPTION OF ITEM(S): Chinon - Genesis  
Zoom Macro Lens

DEPT NUMBER: 130

PHONE #: 545-3521

AUTHORIZED BY:

RECEIVED BY:

SERIAL #:

DATE RECEIVED:

DATE CLOSED:

2006 274

**CHECK ONE OF THE FOLLOWING:**SALVAGE ☐STORAGE ☒DESTROY ☐

EXHIBIT 12  
Franklin County Auditor

May 31, 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

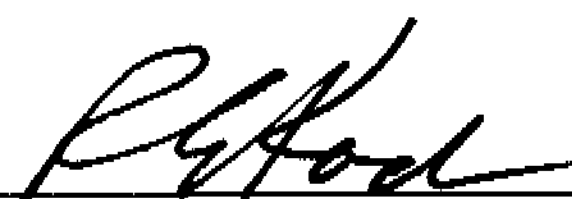
May 31, 2006

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.

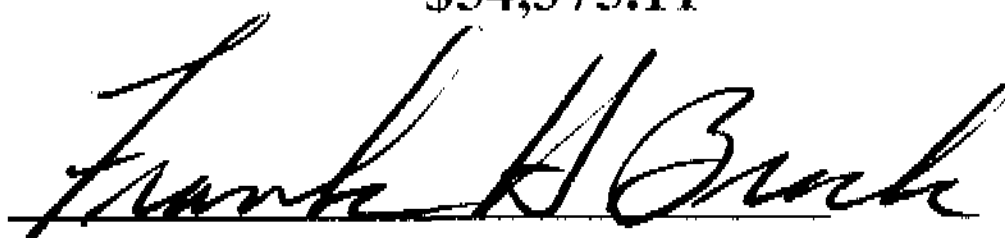
Action: As of this date, May 31, 2006,

Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	51010-51081	\$65,393.35
Solid Waste	2076-2081	\$22,997.78
Solid Waste	2082-2084	\$5,099.47
Motor Vehicle	27314-27351	\$62,528.27
County Roads	48040-48075	\$83,101.05
Auditor O&M	368-370	\$633.47
FC Unemployment Fund	95	\$12,506.94
TRAC	9483	\$15,686.43
Current Expense	51082-51093	\$18,610.83
Current Expense	51094-51142	\$34,675.00
Law Library	983-984	\$2,893.10
Capital Outlays ¼% Tax	243	\$12,547.75
FC Public Facilities Const Fund	754-756	\$4,609.81
Election Equipment Fund	323	\$1,030.20
Courthouse Facilitator	59	\$750.00
Courthouse Renovation Fund	392-405	\$54,375.11

In the amount of \$394,438.56. 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

May 31, 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, 05/31/2006 Frank H Brook,  
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
<b>Salary Clearing Payroll:</b>		
	40281-40399	178,746.88
	40400-40410	175,605.39
	Direct Deposit	<u>206,669.77</u>
	<b>Total</b>	<b><u><u>\$561,022.04</u></u></b>

In the amount of \$ **561,022.04** . The motion was seconded by R. G. Kase

and passed by a vote of 3 to 0 .

**Emergency Mgmt Payroll:**

7972-7982	\$3,736.21
7983-7991	4,319.17
Direct Deposit	<u>6,744.04</u>
<b>Total</b>	<b><u><u>\$14,799.42</u></u></b>

**Irrigation Payroll:**

11740-11754	\$8,397.23
11755-11762	\$4,522.76
Direct Deposit	<u>0.00</u>
<b>Total</b>	<b><u><u>\$12,919.99</u></u></b>



May 31, 2006



May 24, 2006

Hon. Frank Brock  
Commissioner, Chair  
Franklin County  
1016 N 4th Ave  
Pasco, WA 99301-3706

RECEIVED  
FRANKLIN COUNTY COMMISSIONERS  
MAY 26 2006

Dear Frank:

Thank for your continued support of the National Association of Counties (NACo). Without the support of your county and others across the country, NACo would not be able to provide the many services that help counties and their citizens.

NACo is the voice of county government on such issues as homeland security, election reform, methamphetamine abuse, welfare reform, Payments In Lieu of Taxes and transportation funding. In addition, we save counties time and money through our cooperative purchasing program, our database of county programs and direct technical assistance. Over the last two years, NACo has brought on two tremendous member benefit programs with our Prescription Drug Discount Card program to assist your county's residents and our Member's Only Web Site full of grants, best practices and comprehensive, operations reporting information. There has never been a better time to be a member county of NACo!

Just as your county needs revenue, we need funds to provide these services. For that reason, the NACo Board of Directors approved a proposal in May at the NACo Western Interstate Region Conference that changes the Census year used for determining population numbers on which dues are calculated. Currently, NACo's dues are based on 1990 population numbers. This proposal will base dues on 1995 population figures. The Board made the decision to provide more equity in calculating dues since many counties have experienced increases in population, while others have decreased in population. For most counties, the change provides a nominal increase. The Board unanimously approved the proposal, which will go into effect in 2007.

**Your NACo membership dues for 2007 will be \$978. This figure, using 1995 population numbers, reflects the NACo Board's long-term effort to keep dues affordable.**

NACo is your only national advocate for counties, working to make sure that county governments are represented well in Washington and better understood as a key element in the governmental structure. NACo continues to be your voice on issues and preventing unfunded mandates that cost you money. Membership dues are more than just an investment in NACo. They also represent an investment in the performance and future of our nation's counties.

Thank you again for your support. If you have any questions, please feel free to contact me or our Membership Department at 202-393-6226.

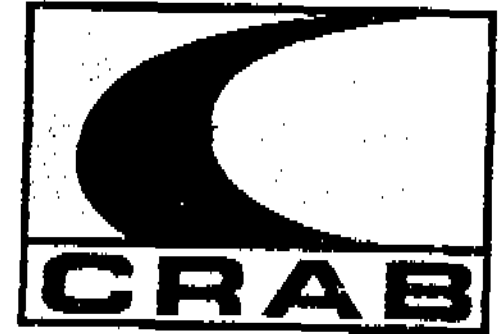
Sincerely,

Larry E. Naake  
Executive Director

WASHINGTON STATE

**County Road Administration Board**

2404 Chandler Court SW Suite #240 Olympia, WA 98504-0913 [www.crab.wa.gov](http://www.crab.wa.gov)  
360/753-5989 FAX 360/586-0386

**RECEIVED****MAY 22 2006**

May 16, 2006

FRANKLIN COUNTY  
PUBLIC WORKS DEPT.

**MEMO TO:** County Engineers, PWDs

**FROM:** Randy Hart

**RE:** TRANSFER OF \$2,305,000 INTO CAPA

The 2005-2007 Transportation budget, amended by SSB 6241, directing the WSDOT to transfer \$1,500,000 from the Rural Arterial Trust Account to the Transportation Partnership Account, and then from the Transportation Partnership Account to the County Arterial Preservation Account. An additional \$805,000 transfer will be after the start of the fiscal year that begins July 1, 2006. It is anticipated that the total of these funds will be a part of the monthly distribution to each of your bank accounts in late July.

WAC 136-300-050 was revised at the April 27, 2006 CRABoard meeting, allowing maintenance management implementation costs to be eligible for CAPA funding. The new rule will become effective June 12, 2006. Until that time, CAPA funds can be used for pavement preservation activities only.

Attachment: Potential county distribution of \$2,305,000

**Expected distribution of extra \$2,305,000 CAPA to counties**

GROSS AMT FOR DIST =>	2,305,000.00	<u>Note:</u>
LESS CRAB ADMIN EST =>	0.00	These amounts will be in addition
		to what you normally receive in a
<b>NET AMT FOR DIST =&gt;</b>	<b>2,305,000.00</b>	typical monthly distribution.

<b>COUNTY</b>	<b>2006 PERCENT FACTOR</b>	<b>Anticipated Distribution</b>
ADAMS	4.204	96,902.20
ASOTIN	0.753	17,356.65
BENTON	2.338	53,890.90
CHELAN	1.847	42,573.35
CLALLAM	1.003	23,119.15
CLARK	3.852	88,788.60
COLUMBIA	1.060	24,433.00
COWLITZ	1.731	39,899.55
DOUGLAS	2.280	52,554.00
FERRY	1.371	31,601.55
FRANKLIN	2.677	61,704.85
GARFIELD	0.972	22,404.60
GRANT	6.442	148,488.10
GRAYS HARBOR	1.728	39,830.40
ISLAND	1.659	38,239.95
JEFFERSON	1.001	23,073.05
KING	4.435	102,226.75
KITSAP	2.453	56,541.65
KITTITAS	2.366	54,536.30
KLICKITAT	2.546	58,685.30
LEWIS	2.218	51,124.90
LINCOLN	2.883	66,453.15
MASON	2.015	46,445.75
OKANOGAN	3.115	71,800.75
PACIFIC	0.921	21,229.05
PEND OREILLE	1.297	29,895.85
PIERCE	5.501	126,798.05
SAN JUAN	0.666	15,351.30
SKAGIT	2.784	64,171.20
SKAMANIA	0.668	15,397.40
SNOHOMISH	3.887	89,595.35
SPOKANE	5.567	128,319.35
STEVENS	3.591	82,772.55
THURSTON	2.757	63,548.85
WAHIAKUM	0.609	14,037.45
WALLA WALLA	3.006	69,288.30
WHATCOM	2.805	64,655.25
WHITMAN	3.219	74,197.95
YAKIMA	5.773	133,067.65
<b>TOTALS =&gt;</b>	<b>100.000</b>	<b>2,305,000.00</b>

May 31, 2006

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Rosie H. Rumsey  
Human Resources Director

Patricia L. Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

May 31, 2006

Mr. William Gray, Deputy Area Manager  
United States Bureau of Reclamation, Ephrata Field Office  
P.O. Box 815  
Ephrata, WA 98823

**RE: EASEMENT IN FAVOR OF FRANKLIN COUNTY FOR THE EAST FOSTER WELLS ROAD  
EXTENSION LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 9 NORTH,  
RANGE 30 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON**

Dear Mr. Gray:

At this time Franklin County does hereby accept the terms and conditions as outlined in your letter dated January 27, 2006. Franklin County would also like to thank you for your response to the letter, written by J-U-B ENGINEERS, Inc. (JUB) on our behalf, dated February 13, 2006 requesting clarification on a few of the conditions outlined in your letter dated January 27, 2006.

Below you will find our responses to your May 4, 2006 letter regarding environmental compliance activities, project status, fencing, and the hazardous materials survey.

- A. In the second paragraph of the above-referenced letter, it states *"The Bureau of Reclamation would like to know the status of the East Foster Wells Road Extension Project."*

Franklin County has been on hold in developing any further construction documents or finalizing the environmental compliance activities until it was clear what USBR would require for approval of the easement. To date, the County and its agents have refrained from entering Smith Canyon in order to finalize the biological and cultural surveys without the express written or verbal authorization to do so. Based on your request for final environmental documentation, Franklin County will now conduct all necessary field activities within USBR property, finalize all environmental compliance activities and provide you with the appropriate documentation. All cultural resource activities will be coordinated through Mr. Mark DeLeon.

- B. *Upon completion of the acquisition of the property along the proposed road from Voss Farms, we will need to complete a Hazardous Materials (HazMat) survey prior to our acceptance of the parcel.*

May 31, 2006

Per a phone conversation between Travis Marden, JUB Project Engineer, and Bruce Loranger, USBR Land and Water Contracts Specialist, on Tuesday, May 16, 2006, Franklin County will perform a Phase 1 Environmental Site Assessment for the desired property. Should issues arise as a result of the findings, a Phase 2 Assessment may be required. Coordination for this item of work will be handled through Mr. Bruce Loranger.

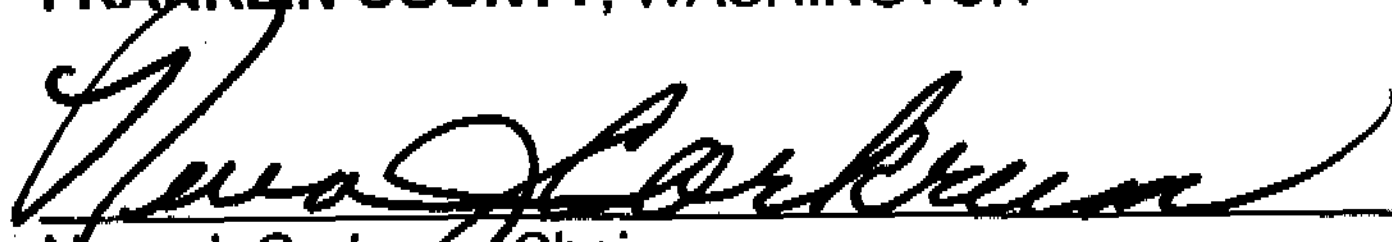
- C. *Reclamation will require the portion of the road adjacent to Reclamation property to be fenced, including the property to be donated to Reclamation.*

Per Reclamation's request, Franklin County will fence the described property with three-strand barbed wire fencing similar to the existing property fencing. The new fence will connect to the existing fence at all intersections, and to minimize access, gates will not be provided.


It is the intent of Franklin County to address all items for approval of this easement quickly so we can proceed with this project.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

Enclosure

cc: Tim Fife  
File/LB



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**Columbia Basin Ground Water Management Area**

449 E. Cedar Blvd., Othello, WA 99344

509-488-2802 ext 108

Email: [cbgwma@televar.com](mailto:cbgwma@televar.com)

Website: [www.gwma.org](http://www.gwma.org)

June 5, 2006

To: Derek Sandison  
Central Region Director  
Department of Ecology  
15 West Yakima Avenue, Suite 20  
Yakima, WA 98902-3452

From: The Columbia Basin Ground Water Management Area Lead Agency:  
Adams County Board of Commissioners  
Franklin County Board of Commissioners  
Grant County Board of Commissioners  
Lincoln County Board of Commissioners

Re: Comments on the Columbia River Management Plan

Our four counties represent 170,000 people and 8,128 square miles, making us slightly larger than New Jersey. With over 4.0 million farm acres, our combined agricultural economy generates \$1.6 billion annually, equating to about 30% of the states total agricultural production. We place considerable value on the region's water resources and readily acknowledge that the economic health and survival of the Columbia Basin is dependent on the wise management of this precious resource. As the Lead Agency for the Columbia Basin Ground Water Management Area, we respectfully submit these comments on the Columbia River Management Plan, passed by the legislature as ESSHB 2860.

**1. Irrigation scheduling is the most significant potential source of 'on farm' water conservation in the Columbia Basin**

Irrigation scheduling (IWM) provides growers with soil moisture data to improve water management. Data from over 7,500 fields in the Columbia Basin demonstrate that IWM conserves, on average, 17.3 % of water use and energy consumption. The reduced water in the soil profile keeps nitrates in the plant root zone, improving nutrient uptake and decreasing the potential for ground water contamination.

If all 928,000 irrigated acres within the four counties of the GWMA were to apply IWM, a total of 423,000 acre feet of water would be saved. Only 319,407 acre feet originate from the 680,450 acres within the Columbia Basin Project.

Columbia Basin GWMA  
Comment on the Columbia River Water management Plan  
June 5, 2006  
Page 2.

To put the potential water savings into perspective, IWM applied on 200,000 acres in the Columbia Basin conserves about the same amount of water that is used annually in the City of Seattle. In recent years, the IWM program has received requests from 350,000 and 400,000 acres annually, but funding constraints have limited program participation to less than one-third of the applying acres. Additional programs with NRCS and others, administered by GWMA, combined with private funding have boosted IWM to an estimated 350,000 acres annually. With the loss of funding sources we expect this total acreage to drop to less than half that amount.

With little incentive for conservation under current water and power rate charges, the Columbia Basin GWMA has been very successful in using a subsidy incentive to encourage farmers to apply IWM.

**2. Irrigation scheduling does not qualify for conservation funds under the definitions and rules in the Columbia River Management Plan**

The bill requires development of a *Columbia River water supply inventory* of potential conservation projects. Irrigation scheduling was initially included in early bill drafts and discussions. However, we believe the final language does not allow irrigation scheduling to qualify as a conservation practice within the definition required to administer the \$68 million assigned to conservation practices. We feel an important opportunity to conserve significant amounts of water and power and improve ground water quality in the Columbia Basin may have been lost with the exclusion of this effective conservation practice.

The bill allocates \$68 million for Conservation projects over the next decade. **We believe this account should be allowed to fund irrigation scheduling in the Columbia Basin**, the most effective practice to conserve significant amounts of on farm water and power use.

**3. Lincoln County stratigraphy research is critical to improving knowledge of ground water conditions in the Columbia Basin**

One component of the Columbia Basin GWMA's mission is the characterization of ground water resources. Previous aquifer stratigraphy work by the GWMA identified basalt, sediment and aquifer layers in Adams, Franklin and Grant counties. With the addition of Lincoln County to the Columbia Basin GWMA, we have proposed extending this detailed mapping data into Lincoln County, adding a critical link to the existing body of stratigraphy work in the Columbia Basin.

The Columbia Basin GWMA initiated a federal earmark application for FY 2007 that contains \$250,000 funding for stratigraphy work that compliments a separate \$400,000 funding request from Lincoln County.

The Bureau of Reclamation has initiated the Odessa Ground Water Management Sub Area Study to address specific concerns of the irrigation districts and the Bureau with regard to the Columbia Basin Project. Recent discussions with Bureau scientists suggest the Lincoln County stratigraphy work would be a critical component of the Bureau's aquifer model.



Columbia Basin GWMA  
Comment on the Columbia River Water management Plan  
June 5, 2006  
Page 3.

We encourage the state to fund the proposed Lincoln County aquifer mapping stratigraphy projects in order to generate the necessary ground water data and information to improve our understanding of how, why and where this complex aquifer system works.

**4. We support short term solutions that can relieve pressure on the Odessa Sub-area**

We support realistic short term attempts to relieve aquifer withdrawals during the next several years while plans are developed to replace groundwater withdrawal supplies with river water supply. Suggested programs such as the CREP program, BPA power buy back options, IWM within the Odessa Sub Area and other such suggestions would likely extend the aquifer resource while planning phases are completed.

**5. We support building an Alternative Feed Route for the Columbia Basin Project**

The Bureau of Reclamation recently announced a study to find new ways to utilize the existing infrastructure and topography to feed the Potholes Reservoir. This is required to allow the East Low Canal the capacity to service additional acres and will benefit Moses Lake by flushing it with clean water.

We believe a rigorous evaluation of a hydro-electric generating facility established at Billy Clapp Reservoir on Pinto Dam should be a part of the Alternative feed route project.

**Summary**

State government should value the application of 'on farm' technology and practices that reduce ground water contamination and conserve water and energy. Our communities, farms, business and industry, and all water users in our four counties are attempting to comply with federal and state water quality requirements and expectations. Supporting our recommendations to the Columbia River Management Plan will improve our ability to meet these challenges and address critical ground water issues in the Columbia Basin.

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Roger Hartwig, Vice Chair  
Adams County Board of Commissioners

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Neva Corkrum, Chair  
Franklin County Board of Commissioners

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Richard Stevens, Chair  
Grant County Board of Commissioners

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Dennis D. Bly, Chair  
Lincoln County Board of Commissioners


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Bill Schlagel, Chair  
Columbia Basin Ground Water Management Area

# **PROJECT SUMMARY FORM** **2006 CDBG PLANNING-ONLY PRE-APPLICATION**

1. Applicant Jurisdiction: Franklin County  
 Address: 1016 4<sup>th</sup> Ave.  
 City/Zip: Pasco, WA 99301  
 Phone: (509) 545-3578  
 Fax: (509) 545-3573  
 Email: fbowen@co.franklin.wa.us  
 Tax ID #: 91-6001315  
 SWV #: \_\_\_\_\_  
 County: Franklin
2. Contact Person: Fred H. Bowen  
 Title or Affiliation: County Administrator  
 Address: 1016 N. 4<sup>th</sup> Avenue  
 Phone: (509) 545-3578  
 Fax: (509) 545-3573  
 Email: fbowen@co.franklin.wa.us
3. Subrecipient Organization: Clarktown Water System  
 Contact Person: Tricia Poland  
 Title or Affiliation: Secretary  
 Address: 7420 N. Rd. 42  
Pasco, WA 99301  
 Phone: (509) 545-1536  
 Email: tlpoland@charter.net
4. Consultant: Harms Engineering, Inc.  
 Address: 1632 W. Sylvester St.  
Pasco, WA 99301  
 Phone: (509) 547-2679  
 Email: cbatayola@charterinternet.com
5. Fiscal Year from Jan 1 to Dec 31  
 Congressional District: 4<sup>th</sup>
6. State Legislative District: 9<sup>th</sup>
7. Project Summary: This project is to do a full Environmental Report, NEPA Biological Assessment, Cultural Resource Survey, and Preliminary Engineering Report for construction of a new well and distribution system to mitigate high nitrate drinking water.
8. National Objective Addressed (Please check the applicable objective):  
☒ Principally benefits low- and moderate-income persons or households, 70.4%  
☐ Prevents or eliminates slums or blight
9. Total Project Budget:
 

CDBG	<u>\$35,000</u>
Other Federal	<u>\$10,000</u>
State	_____
Local Public	_____
Private	_____
<b>TOTAL</b>	<b><u>\$45,000</u></b>
10. Project Location:  
 Census Tract(s) 206.1  
 Block Group(s) 3
11. Project Beneficiaries:  
 # Persons: 75  
 # LMI Persons: 54  
 # Households: 27  
 # LMI Households: 19
11. Certification of Chief Administrative Official  

  
 Signature

Chairman  
 \_\_\_\_\_  
 Title

5-31-2006  
 \_\_\_\_\_  
 Date

Neva J. Corkrum  
 Name

**FRANKLIN COUNTY RESOLUTION NO. 2006 275**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: GRANT AGREEMENT BETWEEN WASHINGTON STATE DEPARTMENT  
OF ARCHAEOLOGY AND HISTORIC PRESERVATION AND FRANKLIN  
COUNTY FOR THE HISTORIC COUNTY COURTHOUSE  
REHABILITATION PROJECT, GRANT NUMBER FY07-90001-005**

**WHEREAS**, the Washington State Department of Archaeology and Historic Preservation grant was received for the Historic County Courthouse Rehabilitation Project; and

**WHEREAS**, in order to receive funding, Franklin County must document equal contributions in matching public funds, as reflected within the Courthouse Renovation Budget, Number 310-000-001; 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 Grant Agreement between Washington State Department of Archaeology and Historic Preservation and Franklin County, effective January 1, 2003 through June 30, 2007, and authorizes the Chairman to sign said agreement and Form A19-1A Invoice Voucher on behalf of the Board.

**APPROVED** this 31<sup>st</sup> day of May 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Gorkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Department of Archaeology & Historic Preservation

cc: County Administrator

**FILE COPY**

## STATE OF WASHINGTON

**Department of Archaeology and Historic Preservation**

1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343  
(360) 586-3065 • Fax Number (360) 586-3067

DAHP GRANT #FY07-90001-005

**GRANT AGREEMENT**

Between

Washington State Department of Archaeology and Historic Preservation

And

Franklin County

Contact Person: Loren Doolittle (360) 586-3072  
Grant No: FY07-90001-005  
Grant title: Historic County Courthouse Rehabilitation Project  
Effective Date: 01-01-2003  
Expiration Date: 06-30-2007

This agreement is made between the Washington State Department of Archaeology and Historic Preservation, hereinafter referred to as the DEPARTMENT, and Franklin County, hereinafter referred to as the GRANTEE.

**Section 1. Responsibilities of the grantee**

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in the attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to Washington State administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with such requirements.
- C. The GRANTEE agrees to comply with the restrictions concerning non-lobbying with appropriated funds. "No part of the money appropriated for this grant shall be used by the GRANTEE in any form of lobbying at any level of government, government employees or elected officials.

**DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION**

Protect the Past. Shape the Future

## DAHP GRANT #FY07-90001-005

made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 5) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.
- M. State funds are the basis for this grant. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any state department or agency. Should for any reason the state funds, which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, the GRANTEE shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the grant. GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S obligation to indemnify, defend, and hold harmless includes an claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subcontractor's performance or failure to perform the grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

## DAHP GRANT #FY07-90001-005

DEPARTMENT: Grant Amount: \$2,719,607.00 GRANTEE: Minimum Grant Match Amount: \$2,719,607.00.

- U. The GRANTEE, as a condition of receiving this grant, agrees to maintain the building to which this grant applies for a period of not less than five (5) years, in accordance with the Secretary of Interior's Standards of Rehabilitation and Preservation, and further agrees that all work performed as defined in the Scope of Work and Budget of this grant is done in accordance with the Secretary of Interior's Standards of Rehabilitation and Preservation. The GRANTEE further agrees that failure to adhere to this provision of this grant warrants cause for the DEPARTMENT to request full recovery or portions of those grant monies paid out to the GRANTEE as applies to this grant.

**Section 2. Responsibilities of the DEPARTMENT**

- A. The DEPARTMENT agrees to reimburse the GRANTEE fifty (50) percent of its actual authorized expenditures for the purpose of this agreement, provided:
1. The Total paid by the DEPARTMENT shall not exceed the amount stipulated "Budget" (Attachment 1) as DEPARTMENT share.
  2. All expenditures were incurred between the beginning and ending dates of the grant. The start date of this grant is a proviso as established with the passage of the State of Washington Capital Budget for the 05-07 Biennium.
  3. No expenditures have been previously claimed in any other grant form any agency of the state or federal government.
  4. The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
  5. The GRANTEE has met all requirements contained in this agreement.
- B. The DEPARTMENT agrees to requests from the GRANTEE for progress payments. (Section 1E.)
- C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

**Section 3. Attachments**

The following attachments are hereby incorporated into and made a part of this agreement.

- Attachment #1 – "Budget"
- Attachment #2 – "Scope of Work"
- Attachment #3 – "General Terms and Conditions"
- Attachment #4 – "State Form A19-1"
- Attachment #5 – "Schedule for Project Completion"
- Attachment #6 – "Competitive Negotiation and Small Purchases Contracting"



DAHP GRANT #FY07-90001-005

**Attachment #1**  
**Budget**

**ELEMENT/OBJECT**

<b>Construction Costs:</b>	<b>State Dollars</b>	<b>Hard Match</b>	<b>Soft Match</b>	<b>Total</b>
<b>Limestone Fountain</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>		<b>\$50,000.00</b>
<b>Wood Flag Poles</b>	<b>\$16,000.00</b>	<b>\$16,000.00</b>		<b>\$32,000.00</b>
<b>Building Clocks</b>	<b>\$22,343.00</b>	<b>\$22,343.00</b>		<b>\$44,686.00</b>
<b>Masonry Restoration</b>	<b>\$165,300.00</b>	<b>\$165,300.00</b>		<b>\$330,600.00</b>
<b>Ornamental Railing / Grille Restoration</b>	<b>\$92,302.00</b>	<b>\$92,302.00</b>		<b>\$184,604.00</b>
<b>Bronze Railings</b>	<b>\$52,386.00</b>	<b>\$52,386.00</b>		<b>\$104,772.00</b>
<b>Historic Wood Restoration/Casework</b>	<b>\$283,500.00</b>	<b>\$283,500.00</b>		<b>\$567,000.00</b>
<b>Copper Dome, Clock Dormers, Standing Seam Roofing</b>	<b>\$674,261.00</b>	<b>\$674,261.00</b>		<b>\$1,348,522.00</b>
<b>Wood Window Restoration</b>	<b>\$173,800.00</b>	<b>\$173,800.00</b>		<b>\$347,600.00</b>
<b>Cupola Skylight</b>	<b>\$15,994.00</b>	<b>\$15,994.00</b>		<b>\$31,988.00</b>
<b>Leaded Glass Restoration</b>	<b>\$587,255.00</b>	<b>\$587,255.00</b>		<b>\$1,174,510.00</b>
<b>Scagliola Restoration</b>	<b>\$288,171.00</b>	<b>\$288,171.00</b>		<b>\$576,342.00</b>
<b>Historic Ceramic Tile</b>	<b>\$10,550.00</b>	<b>\$10,550.00</b>		<b>\$21,100.00</b>
<b>Marble Stair Restoration</b>	<b>\$94,245.00</b>	<b>\$94,245.00</b>		<b>\$188,490.00</b>
<b>Painting and Gilding</b>	<b>\$196,000.00</b>	<b>\$196,000.00</b>		<b>\$392,000.00</b>
<b>Wood building Director Restoration</b>	<b>\$18,700.00</b>	<b>\$18,700.00</b>		<b>\$37,400.00</b>
<b>Pediment Eagle Restoration</b>	<b>\$2,400.00</b>	<b>\$2,400.00</b>		<b>\$4,800.00</b>
<b>Vault Door Restoration</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>		<b>\$2,800.00</b>
<b>Totals:</b>	<b>\$2,719,607.00</b>	<b>\$2,719,607.00</b>		<b>\$5,439,214.00</b>

Note: Minimum Non-Federal Share Required is \$2,719,607.00. Non-Federal Share expenditures that are presented and that are above the minimum are subject to the conditions of Section 1; T. of this contract. (Specification, assignment, and claim of match to the Department of Archaeology and Historic Preservation.)



FY07-90001-005

**ATTACHMENT 3****GENERAL TERMS AND CONDITIONS**

**DEFINITIONS** -- As used throughout this grant, the following terms shall have the meaning set forth below:

A. "DEPARTMENT" shall mean the Department of Archaeology and Historic Preservation, of the State of Washington, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing the DEPARTMENT.

B. "Director" shall mean the Director, Department of Archaeology and Historic Preservation, and/or the delegate authorized in writing to act on the Director's behalf.

C. "GRANTEE" shall mean that firm, provider, organization, individual or other entity performing services under this grant, and shall include all employees of the GRANTEE.

D. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this grant under a separate grant with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

1. **GRANTEE Not Employee of the Department** -- The GRANTEE and his/her employees or agents performing under this grant are not employees or agents of the DEPARTMENT. The GRANTEE will not hold himself/herself out as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

2. **Nondiscrimination** -- During the performance of this grant, the GRANTEE shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

3. **Noncompliance with Nondiscrimination Laws** -- In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grants with the DEPARTMENT. The

Director makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

9. Treatment of Assets --

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property furnished by the GRANTEE, or the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this grant, shall remain with the GRANTEE.

B. Any property of the DEPARTMENT furnished to the GRANTEE shall, unless otherwise provided herein or approved by the DEPARTMENT, be used only for the performance of this grant.

C. The GRANTEE shall be responsible for any loss or damage to property of the DEPARTMENT which results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

D. Upon loss or destruction of, or damage to, any DEPARTMENT property, the GRANTEE shall notify the DEPARTMENT thereof and shall take all reasonable steps to protect that property from further damage.

E. The GRANTEE shall surrender to the DEPARTMENT all property of the DEPARTMENT prior to settlement upon completion, termination or cancellation of this grant.

F. All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or Subcontractors.

10. Nonassignability -- Neither this grant, nor any claim arising under this grant, shall be transferred or assigned by the GRANTEE.

11. Records and Documents -- The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this grant. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or grant. The GRANTEE will retain all books, records, documents, and other materials relevant to this grant for six years from the date of final payment, and make them available for inspection by persons authorized under this provision.

General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this grant.

**17. Travel and Subsistence Reimbursement** -- In the absence of provisions included herein, travel expenses shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this grant.

**18. Licensing, Accreditation and Registration** -- The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this grant.

**19. Industrial Insurance Coverage** -- The GRANTEE shall provide or purchase industrial insurance coverage prior to performing work under this grant. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any Subcontractor or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this grant. If the DEPARTMENT of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this grant, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

**20. Advance Payments Prohibited** -- No payments in advance or in anticipation of services or supplies to be provided under this grant shall be made by the DEPARTMENT.

**21. Savings** -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this grant and prior to normal completion, the DEPARTMENT may terminate the grant under the "Termination for Lack of Funding" clause, without the five day notice requirement, subject to re-negotiation under those new funding limitations and conditions.

**22. Limitation of Authority** -- Only the Director or Director's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this grant is not effective or binding unless made in writing and signed by the Director.

**23. Waiver of Default** -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the grant shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the grant unless stated to be such in writing, signed by the Director and attached to the original grant.

**29. Termination Procedure** -- Upon termination of this grant the DEPARTMENT, in addition to any other rights provided in this grant, may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The DEPARTMENT shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the DEPARTMENT, and the amount agreed upon by the GRANTEE and the DEPARTMENT for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Director shall determine the extent of the liability of the DEPARTMENT. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this grant. The DEPARTMENT may withhold from any amounts due the GRANTEE such sum as the Director determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant.

After receipt of a notice of termination, and except as otherwise directed by the Director, the GRANTEE shall:

1. Stop work under the grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the grant as is not terminated;
3. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the Director, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Director to the extent Director may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the Director any property which, if the grant had been completed, would have been required to be furnished to the DEPARTMENT;

FORM A19-1A	STATE OF WASHINGTON
INVOICE VOUCHER	

AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
103	FY07-90001-005

AGENCY NAME
Department of Archaeology & Historic Preservation 1063 S Capitol Way Suite 106 PO Box 48343 Olympia, WA 98504 8343  ATTN:
VENDOR OR CLAIMANT (warrant is to be payable to)
Franklin County Attention: Fred H. Bowen 1016 North Fourth Avenue Pasco, WA 99301

**INSTRUCTIONS TO VENDOR OR CLAIMANT:**

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

**Vendor's Certificate:**

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

By:

  
 (Sign in ink)  
 Neva J. Corkrum

May 31, 2006

(Title) Chairman

(Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. 91-6001315	RECEIVED BY	DATE RECEIVED
---	-------------	---------------

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
5-31-06	Completion of Scope of Work with the exception of the fountain		2,694,607	2,694,607

PREPARED BY (Fiscal)				DATE		DIVISION APPROVAL				DATE			
DOC DATE			CURRENT DOC NO			REF DOC NO			VENDOR NUMBER			VENDOR MESSAGE	
SUF	TRANS CODE	M O D FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER	
APPROVED FOR PAYMENT BY FISCAL							DATE			WARRANT TOTAL			

FY07-90001-005

**ATTACHMENT 6**  
**COMPETITIVE NEGOTIATION AND SMALL**  
**PURCHASES CONTRACTING DOCUMENTATION**

**THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.**

1. Grant Number: \_\_\_\_\_
2. Type of Contract:      Professional Services \_\_\_\_\_  
                                 Printing \_\_\_\_\_  
                                 Equipment/Supplies \_\_\_\_\_  
                                 Other \_\_\_\_\_

**3. Addresses of Contractors Contacted:**

Name of Person/Business: \_\_\_\_\_  
Street or PO Box: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Quote/Bid given: \_\_\_\_\_

Name of Person/Business: \_\_\_\_\_  
Street or PO Box: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Quote/Bid given: \_\_\_\_\_

Name of Person/Business: \_\_\_\_\_  
Street or PO Box: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Quote/Bid given: \_\_\_\_\_

Contractor Selected: \_\_\_\_\_  
Basis for Selection:      Lowest Price \_\_\_\_\_ Other \_\_\_\_\_

If the basis for selection was not the lowest price, explain the basis used:

\_\_\_\_\_  
Signature of Grantee Official

\_\_\_\_\_  
Date



CONFORMED COPY

**FRANKLIN COUNTY RESOLUTION NO. 2006 276**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE  
CITY OF CONNELL FOR PROVIDING BUILDING INSPECTION SERVICES  
FOR THE CONSTRUCTION OF THE WASHINGTON STATE DEPARTMENT  
OF CORRECTIONS PRISON FACILITY WHICH IS LOCATED WITHIN THE  
CORPORATE LIMITS OF CONNELL, WASHINGTON**

**WHEREAS**, the City of Connell desires to contract with Franklin County to provide building inspection services for the construction of the Washington State Department of Corrections prison facility; and

**WHEREAS**, the Agreement shall be for a term of the permitted construction project and shall not exceed three years from the date of execution, unless agreed to in writing by both parties; and

**WHEREAS**, the Franklin County Planning and Building Department shall act as the designated agency to review and certify the prison facility construction plans and perform all required building inspections; 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;

2006 276

Franklin County Resolution No. \_\_\_\_\_

Page 2

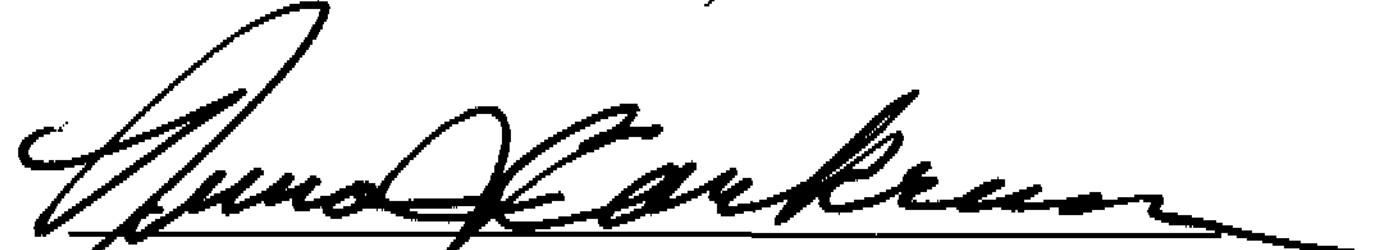
City of Connell Prison Interlocal

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement between Franklin County and the City of Connell for providing building inspection services for the construction of the Washington State Department of Corrections prison facility located within the corporate limits of Connell, Washington.

**BE IT FURTHER RESOLVED** the Agreement shall become effective upon the date recorded with the Franklin County Auditor.

**APPROVED** this 31<sup>st</sup> day of May 2006.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
City of Connell  
Franklin County Planning/Building Dept.

cc: Franklin County Prosecutor  
Secretary of the State of Washington



2006 276

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR PROVIDING BUILDING INSPECTION SERVICES FOR THE CONSTRUCTION OF THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS PRISON FACILITY WHICH IS LOCATED WITHIN THE CORPORATE LIMITS OF CONNELL, WASHINGTON**

**THIS INTERLOCAL AGREEMENT**, hereinafter referred to as "Agreement," is entered into as of the 22<sup>nd</sup> day of May, 2006, between Franklin County, a political subdivision of the State of Washington, also hereinafter referred to as "County," and the City of Connell, a municipal corporation of the State of Washington, also hereinafter referred to as "City."

This Agreement is entered into by Franklin County under the authority of RCW 19.27.050, RCW 36.32.120, Franklin County Ordinance 16-2004, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is entered into by the City of Connell under authority of RCW 19.27.050, City of Connell Ordinance 794 and 795, RCW 35.21.010, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

**SEC. 1. PURPOSE:**

The purpose of this Agreement is for Franklin County to provide the "building inspection services" for the City of Connell for the construction of the Washington State Department of Corrections prison facility, which is located within the corporate limits of Connell, Washington.

**SEC. 2. PARTIES:**

The parties to this Agreement shall be the City of Connell, a political subdivision of the State of Washington, with its principal offices located at 104 East Adams Street, Connell, Washington; and Franklin County, also a political subdivision of the State of Washington, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington.

**SEC. 3. TERM:**

This Agreement shall be for the term of the permitted construction project, and shall not exceed three (3) years from the date of execution unless agreed to in writing by both parties.

**SEC. 4. FRANKLIN COUNTY SERVICES TO BE PROVIDED:**

The Franklin County Planning and Building Department shall provide the following "building inspection services" for the City of Connell, both of which are the sole parties to this Agreement:

- (a) Shall act as the designated agency to review and certify the prison facility construction plans.
- (b) Shall act as the designated agency authorizing (upon completion of review and certification of prison facility construction plans) the City of Connell to issue construction/building permits for the prison facility.
- (c) Shall act as the designated agency to perform all required building inspections for the prison facility construction project, which includes providing two (2) ICC certified building inspectors, as needed, and to conduct inspections for Washington State Building Code compliance of building permits covered under this Agreement.
- (d) Shall act as the designated agency to review and approve special inspection reports for the prison facility construction project.
- (e) Shall act as the designated agency to finalize and certify completion of the prison facility construction project.
- (f) Shall maintain custody of a copy of the filed construction plans, plan/project information, and special inspection reports, all in accordance with Chapter 40.14 RCW, Section 434 WAC, and other legal requirements for retention and disposition of public records.
- (g) Shall make record and index all filings related to the prison facility construction project.

- (h) The Planning and Building Department or their designee shall promptly respond in writing to all public or private inquiries directed to the Department in regards to the prison facility construction project.
- (i) The Planning and Building Department or their designee's response to inquiries shall be in compliance with Chapter 42.17 RCW and/or Chapter 42.56 RCW and other applicable laws governing disclosure of public records and confidentiality.

**SEC. 5. CITY OF CONNELL SERVICES TO BE PROVIDED:**

- (a) Shall provide the required staff needed for the initial permit intake and the final issuance of permits, along with collection of the required building permit and plan review fees, at a pre-determined location in the City.
- (b) Shall distribute and forward building permit and plan review fees per Section 6 in this Agreement.
- (c) Shall forward the initial applications, plans, specifications, and all other pertinent project information to the Planning and Building Department by fax and/or mail.
- (d) Shall promptly direct all public or private inquiries in regards to the services performed by Franklin County under this Agreement to the Planning and Building Department.
- (e) Shall contact or provide notice to the Planning and Building Department at the following:

Franklin County Planning and Building Department  
1016 North 4<sup>th</sup> Avenue  
Pasco, WA 99301  
Phone (509) 545-3521 - Fax (509) 546-3367

**SEC. 6. DISTRIBUTION OF COLLECTED BUILDING PERMIT AND PLAN REVIEW FEES:**

- (a) The City of Connell shall immediately upon receipt of the collected building permit and plan review fees, distribute and forward to Franklin County sixty-five percent (65.0%) of the collected building permit fees, and sixty percent (60.0%) of the collected plan review fees.
- (b) Both parties may use their portion of the collected building permit and plan review fees at their own discretion as permitted by operation of law.

**SEC. 7. MINIMUM PERMITTED CONSTRUCTION VALUE:**

This Agreement is based upon an offer to provide "building inspection services" with an established estimated value for the prison facility construction project of \$99,016,196.00, including the provision that each building/structure be permitted individually. If the prison facility construction project is submitted to the City of Connell with an estimated value of less than \$99,016,196.00, and the buildings/structures not permitted individually, then the two (2) parties will negotiate an agreeable fee.

**SEC. 8. MUTUAL COOPERATION:**

All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

**SEC. 9. NO PROPERTY ACQUISITION OR JOINT FINANCING:**

This Agreement does not provide for the acquisition, holding, or disposal of property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

**SEC. 10. TERMINATION:**

- (a) Notwithstanding any other provision of this Agreement, any party may terminate this 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 appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement. Termination date shall be the date upon which the elected governing body of the terminating party took formal action to terminate this Agreement.
- (b) Should either party terminate this Agreement, each party shall continue to carry out to fruition its obligations and services specified herein related to any building permit/plan application

and/or building permit, submitted or issued, prior to the notice of termination date. As a result each party shall continue to be entitled to its full portion of fees related to those previously submitted or issued building permit application(s)/plan(s) or building permit(s).

**SEC. 11. NOTICE:**

Any formal notice or communication to be given under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed:

To: Franklin County  
Attn: County Administrator  
1016 North 4th Avenue  
Pasco, WA 99301

To: City of Connell  
Attn: City Manager  
104 East Adams Street  
P.O. Box 1200  
Connell, WA 99326

**SEC. 12. INDEPENDENT CONTRACTORS:**

The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

**SEC. 13. RECORD KEEPING:**

All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this 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 this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

**SEC. 14. NON-DISCRIMINATION:**

All parties to this Agreement certify that they are equal opportunity employers.

**SEC. 15. LIABILITY:**

Each party to this 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 this Agreement.

**SEC. 16. NO THIRD-PARTY BENEFICIARIES:**

The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement. The parties do not intend that there be any third-party beneficiaries.

**SEC. 17. ASSIGNMENT:**

No parties to this 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. 18. AMENDMENTS OR MODIFICATIONS:**

This Agreement may be amended, altered, or changed in any manner by the mutual written consent of both parties.

**SEC. 19. WAIVER:**

No waiver by any party of any term or condition of this 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 this Agreement.

**SEC. 20. SEVERABILITY:**

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

**SEC. 21. ADMINISTRATOR DESIGNEE FOR THIS INTERLOCAL COOPERATION AGREEMENT:**

The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement, which provides for a joint and cooperative undertaking.

**SEC. 22. FILING:**

Copies of this Agreement, together with the resolutions of both the parties' governing bodies' approval and ratification of this Agreement, shall be filed with the Franklin County Auditor and the Secretary of the State of Washington after execution of this Agreement by both parties.

**SEC. 23. EFFECTIVE:**

This Agreement shall become effective upon approval by both parties and thereafter shall be immediately recorded with the Franklin County Auditor. The date upon which this Agreement is recorded with the Franklin County Auditor shall be considered the date of execution of this Agreement.

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

  
Neva J. Corkrum, Chairperson

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

ATTEST:

  
Mary Withers 5/31/06  
Clerk of the Board

APPROVED AS TO FORM:

  
Ryan E. Vernulp  
Deputy Prosecuting Attorney

**CITY OF CONNELL, WASHINGTON**

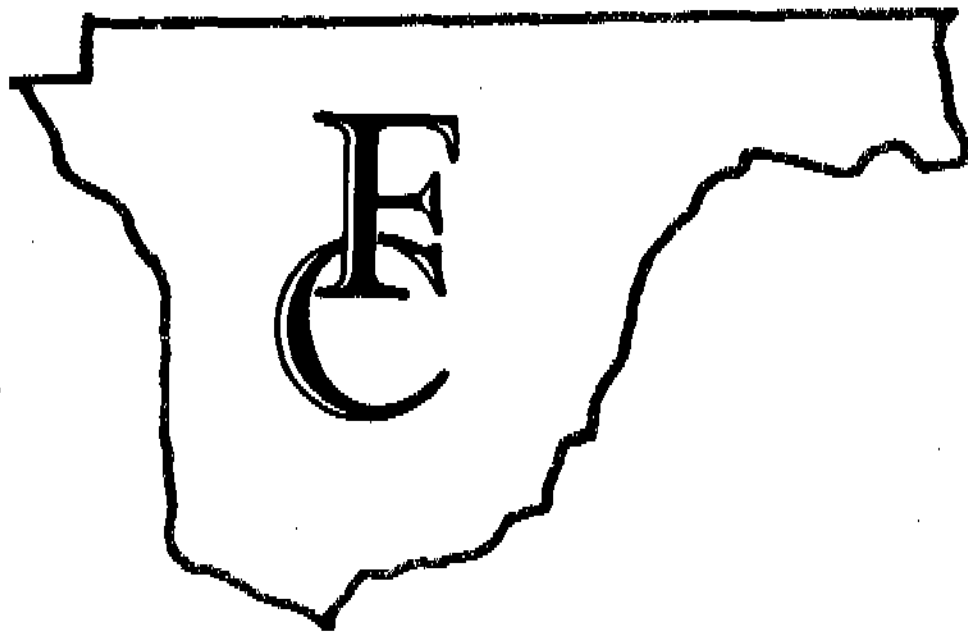
  
Gary Walton, Mayor

Attest:

  
Joan Eckman, City Clerk

Approved as to Form:

  
Terry Tanner, City Attorney



# FRANKLIN COUNTY

## COMMISSIONERS

Courthouse - 1016 North 4th  
Pasco, Washington 99301  
(509) 545-3535

RESOLUTION NUMBER

2006 277

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

RE: Final Approval for SP 2005-05

WHEREAS, this Board did hold a public hearing on June 1, 2005 to consider the short plat of Glen Warr; and

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

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

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

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

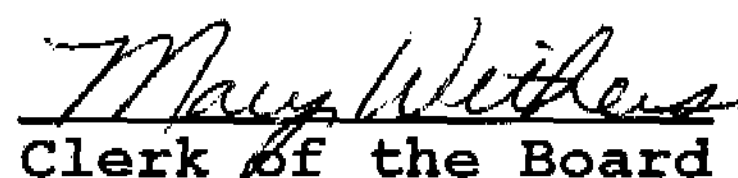
SIGNED AND DATED THIS 31<sup>st</sup> DAY OF MAY 2006.

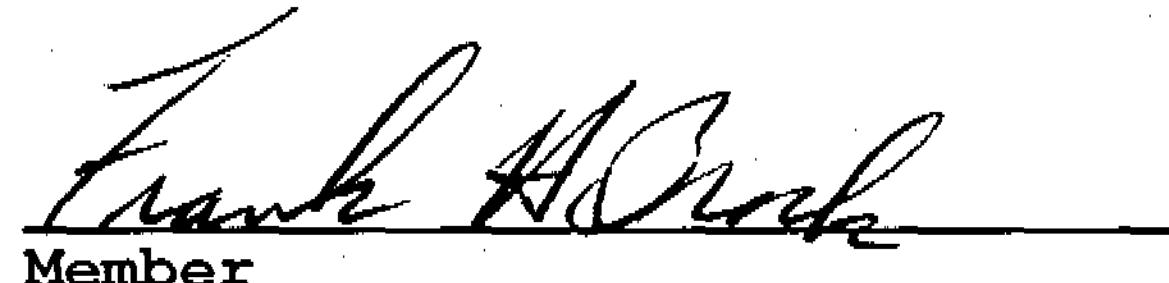
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chair Pro Tem

Attest:

  
Clerk of the Board

  
Member

## ATTACHEMENT 5

### SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates.

FY07-90001-005

<b>WORK TO BE ACCOMPLISHED</b>	<b>Estimated Starting Date</b>	<b>Estimated Completion Date</b>
Limestone Fountain		July 2006
Wood flag poles	Fall 2004	Feb 2006
Building clocks	Fall 2004	Feb 2006
Masonry restoration	Fall 2004	Feb 2006
Ornamental railing and grille rest.	Fall 2004	Feb 2006
Bronze railings	Fall 2004	Feb 2006
Historic wood restoration & casework	Fall 2004	Feb 2006
Copper dome, clock dormers and standing seam roofing	Fall 2004	Feb 2006
Wood window restoration	Fall 2004	Feb 2006
Cupola skylight	Fall 2004	Feb 2006
Leaded glass restoration	Fall 2004	Feb 2006
Scagliola restoration	Fall 2004	Feb 2006
Historic ceramic tile restoration	Fall 2004	Feb 2006
Marble stair restoration	Fall 2004	Feb 2006
Painting and gilding	Fall 2004	Feb 2006
Wood building director restoration	Fall 2004	Feb 2006
Pediment eagle restoration	Fall 2004	Feb 2006
Vault door restoration	Fall 2004	Feb 2006



6. Complete performance of such part of the work as shall not have been terminated by the Director; and,

7. Take such action as may be necessary, or as the Director may require, for the protection and preservation of the property related to this grant which is in the possession of the GRANTEE and in which the DEPARTMENT has or may acquire an interest.

30. Governing Law -- This grant shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this grant, venue shall be proper only in Thurston County. The GRANTEE by execution of this grant, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

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

32. Certification Regarding Debarment, Suspension or Ineligibility -- If federal funds are the basis for this grant, the GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

Approved as to form only by Suzanne Shaw, Assistant Attorney General,  
on May 27, 1998.

**24. Changes and Modifications** -- The Director may, at any time, by written notification to the GRANTEE and without notice to any known guarantor or surety, make changes in the general scope of the services to be performed under the grant. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this grant, an equitable adjustment may be made in the grant price or period of performance, or both, and the grant shall be modified in writing accordingly. Any claim by the GRANTEE for adjustment under this clause must be asserted within thirty (30) days from the date of GRANTEE'S receipt of the notice of such change; Provided, however, that the Director may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this grant. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this grant entitled "Disputes." However, nothing in this clause shall excuse the GRANTEE from proceeding with the grant as changed.

**25. Disputes** -- Except as otherwise provided in this grant, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

**26. Termination for Default** -- By written notice the Director may terminate the grant, in whole or in part, for failure of the GRANTEE to perform any of the provisions hereof. In such event the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original grant and the replacement or cover grant and all administrative costs directly related to the replacement grant, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the GRANTEE was not in default, or (ii) the GRANTEE'S failure to perform is without GRANTEE'S and/or Subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

**27. Termination for Convenience** -- Except as otherwise provided in this grant, the Director may, by giving thirty (30) days written notice, beginning on the second day after the mailing, terminate this grant in whole or in part when it is in the best interests of the DEPARTMENT. If this grant is so terminated, the DEPARTMENT shall be liable only for payment in accordance with the terms of this grant for services rendered prior to the effective date of termination.

**28. Termination for Lack of Funding** -- The DEPARTMENT may unilaterally terminate all or part of this grant, or may reduce its scope of work or budget, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this grant.



**12. Right of Inspection** -- The GRANTEE shall provide right of access to its facilities to the DEPARTMENT, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this grant.

**13. Recapture Provisions** -- In the event that the GRANTEE fails to expend funds under this grant in accordance with state laws and/or the provisions of this grant, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed six years following grant termination. Repayment by the GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees.

**14. Safeguarding of Information** -- The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT'S or the GRANTEE'S responsibilities with respect to services provided under this grant is prohibited except by prior written consent of the DEPARTMENT.

**15. Rights in Data** -- Unless otherwise provided, data that originates from this grant shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DEPARTMENT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the grant, but which does not originate therefrom, shall be transferred to the DEPARTMENT with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the GRANTEE has a right to grant such a license. The GRANTEE shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery of data furnished under this grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this grant. The DEPARTMENT shall receive prompt written notice of each notice or claim of copyright infringement received by the GRANTEE with respect to any data delivered under this grant. The DEPARTMENT shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

**16. Registration with Department of Revenue** -- Unless exempt from registration by law, the GRANTEE shall complete registration with the DEPARTMENT of Revenue,

GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

4. Utilization of Minority and Women-Owned Business Enterprises -- To the extent set forth in the special terms and conditions of this grant, the GRANTEE will utilize minority-owned and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program and shall be subject to applicable requirements of Chapter 39.19 RCW.

5. Subcontracting -- Neither the GRANTEE nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this grant without obtaining prior written approval of the DEPARTMENT. A Subcontractor under contract to the GRANTEE for performance of grant related work may not subsequently Subcontract without first obtaining prior written approval of the DEPARTMENT.

6. Indemnification -- The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT and their officers, agents, employees, and assigns against any and all damages or claims for damages resulting or allegedly resulting from the GRANTEE'S performance or activities hereunder.

The GRANTEE agrees to and shall indemnify and hold harmless the DEPARTMENT, and its employees and/or agents, from any suit at law or equity or claim or demand, and from any loss or cost of any nature including reasonable attorney fees, from any failure of the GRANTEE to fulfill any of its obligations under this agreement.

7. Covenant Against Contingent Fees -- The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the GRANTEE for the purpose of securing business. The DEPARTMENT shall have the right, in the event of breach of this clause by the GRANTEE, to annul this grant without liability or, in its discretion, to deduct from the grant price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

8. Conflict of Interest -- The DEPARTMENT may, by written notice to the GRANTEE terminate this grant if it is found after due notice and examination by the Director that there is a violation of Chapter 42.52 RCW, Ethics in Public Service; or any similar statute involving the GRANTEE in the procurement of, or performance under, this grant.

In the event this grant is terminated as provided above, the DEPARTMENT shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the grant by the GRANTEE. The rights and remedies of the DEPARTMENT provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the

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**Attachment #2**  
**Scope of Work**

The GRANTEE shall cause or shall cause others to –

**Repair, replace, rehabilitate -**

- 1.) Limestone fountain.
- 2.) Wood flag poles.
- 3.) Building clocks.
- 4.) Masonry restoration.
- 5.) Ornamental railing and grille restoration.
- 6.) Bronze railings.
- 7.) Historic wood restoration and casework.
- 8.) Copper dome, clock dormers and standing seam roofing.
- 9.) Wood window restoration.
- 10.) Cupola skylight.
- 11.) Leaded glass restoration.
- 12.) Scagliola restoration.
- 13.) Historic ceramic tile restoration.
- 14.) Marble stair restoration
- 15.) Painting and gilding.
- 16.) Wood building director restoration.
- 17.) Pediment eagle restoration
- 18.) Vault door restoration.

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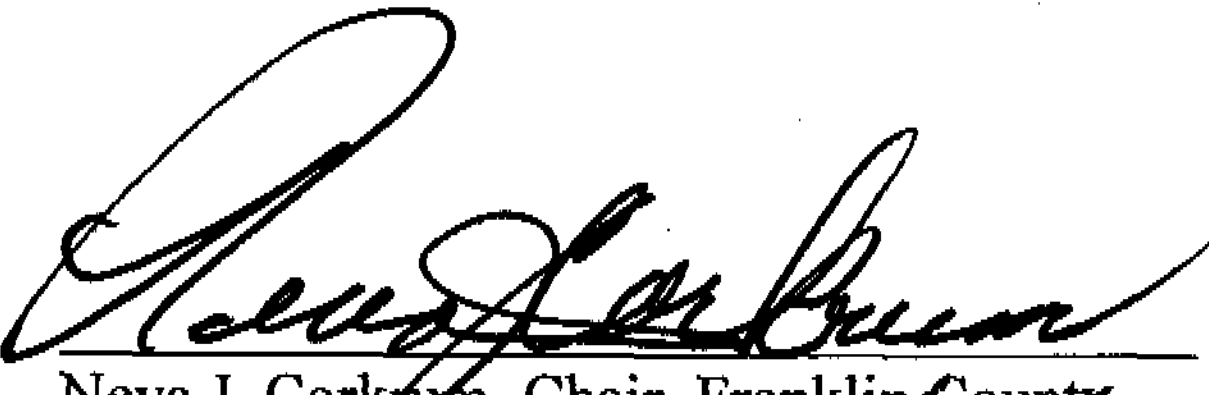
**Section 4. Amendments**

This grant agreement may only be amended if such amendment is in writing, agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

  
\_\_\_\_\_  
Allyson Brooks, Director6/12/06  
Date

GRANTEE:

  
\_\_\_\_\_  
Neva J. Corkrum, Chair, Franklin County  
Board of Commissioners *Thank you*May 31, 2006  
Date91-6001315  
Fed ID Number

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Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

- O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.
- P. The GRANTEE, agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support, for all grant-related publications and public information materials including audio-visual and workshop materials.
- Q. The GRANTEE agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials.
- R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.
- S. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's business Enterprise firms certified by OMWB.
- T. The GRANTEE agrees to a 50/50 match of funds. Fifty percent (50%) being the full amount of the let grant amount, fifty percent (50%) being the match amount by the GRANTEE. The GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to any match provided by GRANTEE.

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- D.** The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Fred H. Bowen            Tel: 509 545-3578  
Franklin County  
1016 North Fourth Avenue  
Pasco, WA 99301

- E.** The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. Progress reimbursement requests are allowable, no more frequently than monthly, and costs associated to the progress reimbursement request must have been paid by GRANTEE prior to submittal of the progress reimbursement request. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within forty-five days following completion of the work.
- F.** The GRANTEE agrees to provide the DEPARTMENT with a completion report. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G.** The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget.
- H.** The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments

**Appendix 28.73****Annual Title VI Update Questionnaire****H. Administration**

- 1) Provide a summary list of employees by ethnicity, gender and title in each of the Title VI program areas.
- 2) Describe activities undertaken to assure Title VI compliance with contractors and by contractors. (Title VI requirements are to be included in all contracts, subcontracts, and consultant agreements.) Describe reviews made to ensure contractors and consultants are apprised of Title VI requirements and to ensure that contractors and/or consultants are adhering to Title VI requirements.
- 3) Describe Title VI training, if any, that was provided, and how many participants attended, their titles, etc. Describe participation in any other kind of civil rights training (e.g., title and course content), and provide a list of participants by job title (e.g. supervisor, manager, etc.)



**Appendix 28.73****Annual Title VI Update Questionnaire**

- 3) How many highway design phase public hearings were held? Describe minority individuals, groups and organizations that participated in the hearings, including efforts to involve them. Provide a summary of concerns and issues raised, if any, related to minority communities. Describe actions taken by the Title VI Coordinator to facilitate and/or address these concerns.
- 4) Identify the Design Program employees by title, ethnicity, and gender, and identify any vacant positions. Describe efforts to increase minority and female representation where it is low.
- 5) Identify Title VI complaints filed, if any, in the Design Program area. Provide a summary of each with basis, status, actions proposed and actions taken.
- 6) Identify any significant Title VI problem areas, accomplishments, and actions to take during the ensuing year.

**E. Right of Way**

- 1) Identify the number of civil rights complaints filed, if any, in each of the following Right-of-Way functional areas:
  - a) Appraisals
  - b) Negotiations
  - c) Relocation Assistance and Payments
  - d) Property Management
- 2) How many appraisers were utilized and how many were minority and women? What efforts were made by the Title VI Coordinator to increase minority and women representation if they were low?
- 3) Identify the number of negotiations. Does the negotiator's log reflect any disparity in negotiations with minorities as compared to non-minorities?
- 4) Explain concerns, if any, raised by minorities or women about their options in the negotiation phase.
- 5) Identify the number of relocations.
- 6) Describe concerns, if any, raised by minorities or women on replacement housing, referral housing and advisory services.



**Appendix 28.73****Annual Title VI Update Questionnaire****A. Planning**

- 1) How many consultant projects for planning were awarded and their dollar value?
- 2) Describe efforts made to utilize minority and female consultants and subcontractors in federally funded contracts.
- 3) Describe any studies conducted to provide data relative to minority persons, neighborhoods, income levels, physical environments, and travel habits. What assistance did the Title VI Coordinator provide to ensure that Title VI considerations were included in the planning stage?
- 4) Identify the number of planning hearings held. Describe efforts to ensure citizen participation in the hearings, particularly by minorities and women. How many minorities and women both individually and through their organizations were represented, and their role(s) in the citizen participation effort?

**B. Research (Generally not a local agency reporting area)**

- 1) How many research projects are currently underway?
- 2) List of universities and/or consultants currently conducting research projects.
  - a) Universities
  - b) Consultants
  - c) Federal
- 3) Provide a summary of actions taken to encourage universities to utilize minority and women students to participate on highway research projects.
- 4) Provide a summary of actions taken to increase minority and women consultant firms in obtaining research projects.
- 5) List any significant actions to be taken during the ensuing year.

**C. Location**

### Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.
5. The recipient will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin or sex)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the recipient.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.

## Title VI Program

### Organization and Staffing

Pursuant to 23 CFR 200, (Name of Recipient) has appointed a Title VI Specialist who is responsible for Attachment 1, which describes the hierarchy for (Name of Recipient)'s Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

### Assurances

#### 49 CFR Part 21.7

The (Name of the Recipient), hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Washington State Department of Transportation (WSDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 79 Stat. 252; 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.