

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for June 5, 2006

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **Resolution 2006-278** authorizing disposal of a Sharp Compet QS-2760A calculator assigned to the Commissioners Office, #1D004039, as identified on the *Franklin County Storage – Salvage* form, in conjunction with R.C.W. 36.32.210 (inventory). (Exhibit 1)
2. Approval of **Resolution 2006-279** for the amendment to the agreement, number 0507-DD-ARC-1, between the ARC of Tri-Cities 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, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 2)
3. Approval of **Resolution 2006-280** for an agreement, number 0663-95488-6030CS between the Division of Social and Health Services and the County of Franklin to specify the procedure by which DSHS will assess and/or adjust the Working Capital Advance Funds it provides to the County, effective July 1, 2006 through June 30, 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 3)
4. Approval of **Resolution 2006-281** for the amendment to the agreement, number 0507-DD-PHG-1, between the Provident Horizon Group 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, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 4)
5. Approval of **Resolution 2006-282** for the amendment to the agreement, number 0507-DD-GW-1, between Goodwill Industries and Benton-Franklin Counties to add reporting requirements, revise the Fee-for-Service reimbursement rates to a

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monthly basis, revise the Person-to-Person Statement of Work description and to clarify statement regarding the agency providing Certificates of Insurance, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 5)

6. Approval of **Resolution 2006-283** for intra budget transfers totaling \$319 within the 2006 County Clerk Budget, Number 001-000-160, as follows:
 - \$284 from line item 512.30.49.0004 (Material Witness Fees) to line item 512.30.49.0005 (Dues & Subscriptions).
 - \$35 from line item 512.30.49.0004 (Material Witness Fees) to line item 512.30.10.0900 (Overtime). (Exhibit 6)
7. Approval of **Resolution 2006-284** authorizing Information Services to purchase an HP Color LaserJet 260n printer for the Commissioners Office and authorizing an inter budget transfer in the amount of \$415 from the Non-Departmental Budget, Number 001-000-700, line item 519.90.10.0001 (Contingency Reserve) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) to pay for said printer. (Exhibit 7)
8. Approval of **Resolution 2006-285** for the Affordable Housing Standard Service Agreement Terms and Conditions between Franklin County and the Benton Franklin Community Action Committee, effective through December 31, 2006, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 8)

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

Vouchers/Warrants

Motion – Mr. Koch: I move we accept expenditures as listed: Current Expense warrants 51143 through 51198 for \$23,288.23; Election Equipment warrants 324 through 325 for \$654.72; Franklin County Enhanced 911 warrants 1144 through 1149 for \$19,698.34; Courthouse Renovation Fund warrant 406 for \$14,239.64; Courthouse Renovation Fund warrants 407 through 413 for \$34,729.18; Veteran's Assistance warrant 1286 for \$590.23; Boating Safety warrants 378 through 382 for \$1,141.12; Jail Commissary warrants 2204 through 2205 for \$2,119.04; Supplemental Preservation Fund warrant 4 for \$1,096.38; and Auditor O&M Fund warrant 371 for \$2,298.48; for a total of \$99,855.36. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 9)

NACo Conferences

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The Board gave approval for Mr. Bowen to continue to attend NACo Conferences.

WSU EXTENSION DEPARTMENT

Extension Director Kay Hendrickson met with the Board.

Department Update

Ms. Hendrickson said Benton County has decided they will handle the 1-800 number for the food program so Franklin County does not have to do it. It will work better because the agent who can better handle the questions is located in Benton County. The phone line and desk that Ms. Hendrickson had requested for the program will not be needed.

Ms. Hendrickson is preparing a space allocation design that will include a small classroom in the area that is occupied by the Auditor's Recording Department now. There are several grant requests out. If any of them come through, we will be putting the Literacy program on ground quickly. The existing kitchen area is only available as a classroom at certain times because Elections will be using it.

There was discussion about potential future office space for Extension and other county offices. Ms. Hendrickson said Extension may need more small tables and chairs. Mr. Bowen asked if the need is ongoing. Ms. Hendrickson hopes it will be ongoing but the need is grant-driven.

Ms. Hendrickson reported that the Spanish conversation group is going well.

BENTON-FRANKLIN ACCESS TO CARE (BFAC)

Chris Call, Director of Benton-Franklin Access to Care, and Darlene Pinney, Pharmaceutical Coordinator, met with the Board.

Update

Ms. Call said we received a \$2.2 million grant. However, President Bush moved the money out of our line item of award to put it over to Hurricane Katrina and Iraq. We are now struggling to maintain our ability to serve the community.

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Ms. Call gave an update report to the Board, both printed and verbal. Three technical assistance grants have been written and sent to Washington, D.C., to help us build sustainability in the community. They have all been approved.

Ms. Call told the Board about a shared program that is used in Muskegon, Michigan. An employer pays a monthly fee of \$50 per employee plus an enrollment fee of \$25 each. When a person within that industry gets sick and needs medications, X-rays, or whatever medical service, we then become a navigator with the physicians, pharmacies, labs, etc. She will be going to Muskegon to find out more about the program.

Ms. Call told the Board that some research is being done to see if the BFAC can do a fund-raising campaign.

A Board member asked what would \$50 a month entitle the employee to? Ms. Call said it would build our program financially. We have built physician relationships that are giving us a pro bono or Medicaid rate. We would be negotiating on behalf of the employee. It would give a person a rate reduction and a primary care doctor (versus going to the emergency room) and assistance with medications if they are prescribed.

Ms. Call said Ms. Pinney has worked with the Pharmacy Assistance Program, bringing over \$300,000 of medications to the community. Ms. Pinney said each pharmaceutical company has an assistance program attached which allows people to get medications at no or low cost. Each company has different applications and documents. They have to be done every three months on each individual. She explained the process.

Mrs. Corkrum asked what happens if all of the money for the BFAC goes away. Ms. Call said we would have to close. She gave some examples of cost savings that have occurred from efforts by BFAC, in particular by avoiding emergency room visits.

There is a line item for medical service reimbursement needed to help pay for CAT scans, colonoscopies, pharmaceuticals, etc. The BFAC is trying to determine if a subcontractor could provide the service for ongoing medicines and other health care for jail inmates. Ms. Call plans to meet with the Franklin County sheriff and jail captain.

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Ms. Call does not know if the county can provide some funding for the BFAC. She said Matt Taylor is the grant writer. The BFAC has funding available through February 2007.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Wernett Road

Mr. Brock told Mr. Fife about a complaint he received regarding rain water collecting on Wernett Road.

Vouchers

Motion – Mr. Brock: I move the approval of payment of vouchers on County Road Fund for \$82,260.90; MV & PW Equipment Fund for \$69,801.37; and Solid Waste Fund for \$287.54. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

Landslide on Road 170

Mr. Fife said the contractor who is reviewing the landslide on Road 170 will ask for more money to complete the work to determine costs of drains if we go over the top. The contractor is scheduled to get that to us on or before June 15.

Vehicle for Planning and Building Department

Mr. Fife said we did a check to see if there are any Ford Escape model vehicles that match last year's vehicles for the Planning Department to use for the prison work at Connell. There are only two-wheel drives available and they are more expensive. We can get a 2007 Escape that will be here within two months. He will get some quotes and bring them back to the Board.

Wernett Road

Mr. Fife said we are planning on putting an overlay on Wernett Road to raise the road up. The water will still be on the shoulders of the road. We haven't had time to do it yet. Mr. Brock asked if a drainage pipe can be put in place. Mr. Fife said it is draining, seeping into the ground. The water can't get off of the pavement that was put in place by a property owner on the south side.

Bureau of Reclamation

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Mr. Koch talked to Bill Gray from the Bureau after a meeting he attended. Mr. Gray told him he has looked at the Road 170 landslide a couple of times. Mr. Fife asked what are the chances of getting Mr. Gray to work with us on a solution? Mr. Koch said it sounded good that day. Mr. Fife said we are still waiting for the formal easement on Filbert Road to be approved by the Bureau. He said we received approval to go ahead so we did. Filbert Road has been built for two or three years.

AUDITOR

Auditor Zona Lenhart met with the Board.

Scanner

Ms. Lenhart told the Board that her office needs a new scanner. When a surveyor comes in with a plat on behalf of an individual, once we record that plat, short plat, binding site plan, or other document, it has to be sent to the Department of Natural Resources (DNR) because they will do the scanning. The bad thing is we're letting an original leave our office. The scanner will cost \$237 a month on a 60-month lease with funds coming out of the Auditor's O&M budget, not Current Expense. The existing scanner was received from Public Works about 15 years ago. The maintenance agreement was stopped several years ago when the cost rose to \$400 per month. The scanner will also be able to network with other departments in the county. Planning would be able to take all of the home plans submitted for building permits and get an image. The scanner is also a copier, costing 17 cents for a copy on a 24" x 36" piece of paper. By law, we can charge the public \$3 per page for the first page and \$1 for each additional page.

Ms. Lenhart asked for Board approval today so the \$2000 rebate will apply. She said Chief Civil Deputy Prosecutor Ryan Verhulp has reviewed the contract because it is like the one signed by Public Works.

Mr. Brock asked if other departments can use the scanner. Ms. Lenhart said yes. GIS and Planning will be able to receive an image. She said the scanner can also print onto 11" x 17" paper. Images will be disbursed to DNR, GIS and the Assessor.

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Motion – Mr. Koch: I move that we approve Resolution 2006-286 and accept the copier order with the money to come from Auditors O&M for a 60-month rental lease for \$237 per month. Second by Mr. Brock. (Exhibit 11)

Copier

The Courthouse Annex is going to be the ballot control center. Ballots will go directly there. We'll need a copier there and a copier here. The money for the copier will come out of the Equipment Revolving budget, not Current Expense. It is a 60-month lease costing \$162 per month. All copiers now from Abadan come as a copier, fax and scanner. Ms. Lenhart asked the Board to approve the copier on the next consent agenda.

Grant Approval for construction at Courthouse Annex

The state approved the construction grant but the information was sent on to the Federal level, which will delay the receipt of the funding. Ms. Lenhart can show the Board the layout design and what the plans are at the next meeting. The Board would like to see the layout design.

Furniture

Ms. Lenhart is working with her staff to determine what furniture is needed.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Travel Line Item

The Board asked Ms. Shults to prepare a resolution to transfer funds into the Travel line item of the Commissioners budget.

Recessed at 10:17 a.m.

Reconvened at 10:28 a.m.

HUMAN RESOURCES

Human Resources Director Rosie H. Rumsey and Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Executive Session at 10:29 a.m. regarding review of performance of a public employee, citing RCW 42.30.110(1)(g), expected to last 30 minutes.

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Executive Session continued at 11:02 a.m. expected to last five minutes. One person was waiting outside the room and was notified.

Open Session at 11:06 a.m.

Sale of Commercial Property near TRAC

Mr. Verhulp and Mr. Bowen discussed some details regarding earnest money and the agreement for sale of the property.

Mr. Verhulp left the meeting. Planning Director Jerrod MacPherson joined the meeting.

New Hire Classification for Curtis Giles

Ms. Rumsey asked for a Board decision about the salary placement for the building inspector position for the Connell prison construction project. It will be a full-time position for two to three years. The person who is being hired has 30-plus years of experience. The request is to place the position at the top which is Step 14. The Classification Review Committee has reviewed the request. Mr. MacPherson said we had preliminarily budgeted about \$45,000. The actual cost will be about \$48,000. The applicant was not certified when he applied for the interview but has obtained certification since the interview.

Motion – Mr. Brock: I move for approval of Change of Status to be Grade 45 Step 14. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Courthouse Office Hours

Mrs. Corkrum had asked for this to be on the agenda to discuss the courthouse hours. Mr. Bowen asked if the Board wants to return to having the Courthouse offices open from 8:30 a.m. to 5:00 p.m. Mr. Brock said we made the change to 9:00 to 4:00 initially because of budget savings in overtime. Mr. Bowen said one position, possibly two, were eliminated. Overtime was cut back.

The Board decided to schedule an Elected Official/Department Head meeting to ask for input on the decision.

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Courthouse Tours

Mr. Bowen recommended that we either set one or two days a month for courthouse tours and work with the courts to determine which would be the best days. The number of requests for tours has increased dramatically.

Mr. Bowen asked if the Board would like to have a video prepared that would be shown prior to the tour. Mr. Brock thinks the video would be a good idea but would also want a tour conducted.

Courthouse Security

Mr. Bowen met with Steve Lowe, District Court Judge Jerry Roach, Sheriff Lathim and others about the idea of perimeter fencing. He said the consensus of the criminal justice side is in favor of doing perimeter type fencing. The location of the guard house can be determined later. The guard house would have heating and air conditioning but not any plumbing.

Mr. Koch said he feels we need security. Mr. Bowen thinks now is the best time to install it. Mr. Brock said maintenance costs are what we have to look at. Mr. Bowen said it will cost a minimum of \$150,000 per year to maintain. He explained why he thinks it would be a three-person operation.

Mr. Bowen showed the Board a remote access key which is a new type of electronic device that each cost about \$5.50. He would like to get some for elected officials, department heads, and a few people who have to enter and exit the Courthouse frequently. The cost would be about \$600. The Board asked Mr. Bowen to obtain more information.

Security

The guard building would have the same brick as on the existing buildings. Mrs. Corkrum does not want to eliminate our yard. Mr. Bowen wants the building to look like it was put here originally.

Mr. Bowen would like to extend the contract with CKJT as it now exists to do work on the security fencing and guard house. CKJT does a lot of work with security

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fencing for schools. It will cost some money to get plans put together and obtain a cost estimate. The Board could make a decision after that work is done.

Mr. Bowen told the Board what he envisions the fence will look like, using black wrought iron. It would have sensor detectors on it.

Mrs. Corkrum asked what kind of penalty there would be for tampering with the fence. Mr. Bowen thinks the Prosecutor would have to make that determination.

Mr. Koch said he thinks the security is definitely necessary but how are we going to be able to afford it forever. He said we can't afford not to but we couldn't keep Chiawana Park open because of lack of funds. He asked what's going to generate money to keep the security open? Mr. Brock said his question is what security can we afford? Mr. Bowen said we have tremendous tax bases that are coming into Franklin County that we have never had before from new large businesses and new residential development.

In response to Mrs. Corkrum's question, Mr. Bowen said he is waiting to install the security cameras within the building until the state grant of \$2.7 million is received. The application for funds was sent off last week.

The Board asked Mr. Bowen to check with the City of Pasco about the possibility of moving one of the portable courtrooms onto county property across the street.

The Board **gave approval** for Mr. Bowen to ask for a cost estimate to extend the architect's contract to do the design of the security system.

Courthouse Furniture

Mr. Bowen paid \$1383 for break room furniture and a file cabinet with drawers for the Clerk to the Board's office. There are now four chairs and a table in each break room.

Printer for Clerk to the Board's Office

Mr. Bowen asked for approval to buy a printer costing \$430.

Motion – Mr. Brock: I move the approval of Resolution 2006-287 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

Pictures of all Courthouse renovation pictures for time capsule

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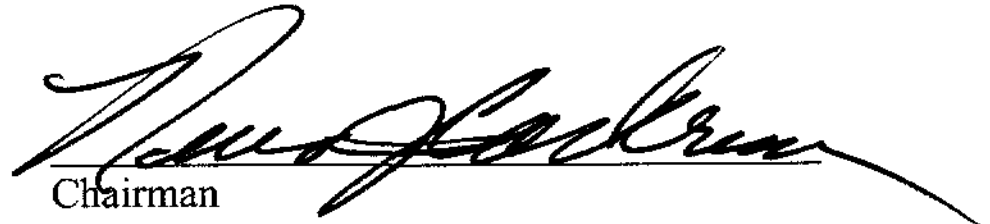
The Board **gave approval** to have two prints made of Courthouse renovation pictures, one for the time capsule and one for the county records.


Adjourned at 12:03 p.m.

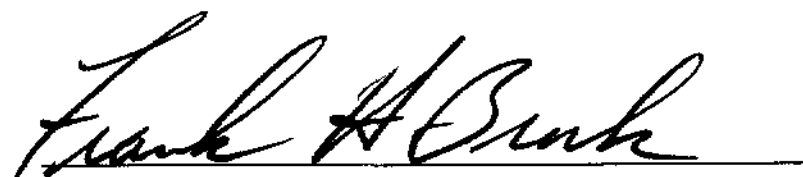
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until June 6, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed June 19, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2006 278

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF A SHARP CALCULATOR
ASSIGNED TO THE COMMISSIONERS OFFICE**

WHEREAS, the Franklin County Commissioners Executive Secretary notified the Board of the need to dispose a Sharp calculator, as the tape holder was broken; 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 Sharp Compet QS-2760A calculator assigned to the Commissioners Office, #1D004039, as identified on the *Franklin County Storage – Salvage* form, in conjunction with R.C.W. 36.32.210 (inventory).

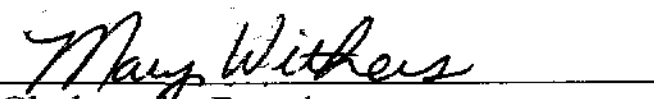
APPROVED this 5th day of June 2006.

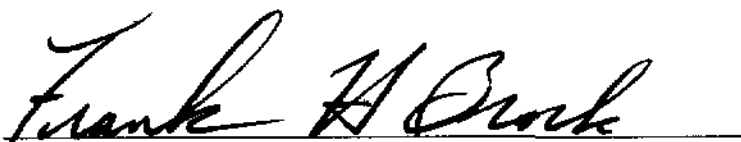
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


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

June 5, 2006

EXHIBIT 1

FRANKLIN COUNTY STORAGE -- SALVAGE

DATE: May 25, 2006

REQUESTED BY: Patricia Shults

DEPT: Commissioners

DESCRIPTION OF ITEM(S)

DEPT. NUMBER: 001-000-680

Sharp Compet QS-2760A Calculator

PHONE #: 545-3535

(missing tape holder)

AUTHORIZED BY:

RECEIVED BY:

SERIAL #: 1D004039

DATE RECEIVED:

DATE CLOSED:

CHECK ONE OF THE FOLLOWING:

SALVAGE ☐

STORAGE ☐

DESTROY ☒

2006 278

FRANKLIN COUNTY
RESOLUTION NO. 2006 279

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: AMENDMENT TO THE AGREEMENT BETWEEN THE ARC OF TRI-CITIES 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

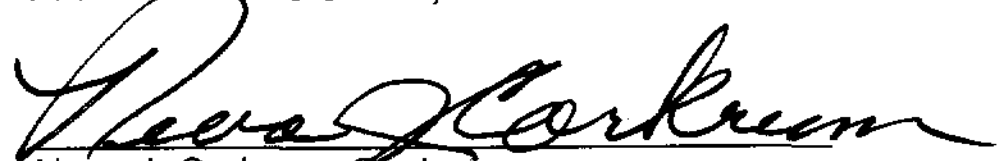
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached amendment as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached amendment between Benton-Franklin Counties Department of Human Services and The Arc of Tri-Cities 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-ARC-1.

APPROVED this 5th day of June, 2006.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair

Attest:


Robert E. Koch, Pro Tem Chair


Clerk to the Board


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-ARC-1**

2006 279

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:
Judy Westsik, Director
The Arc of the Tri-Cities
761 Williams
Richland, WA 99352
(509) 946-5157

For purposes of this Agreement, the Contractor is considered a:
☐ Subrecipient ☒ Vendor

CFDA Number of Federal Funds (if any):
N/A

Agreement Start Date:
July 1, 2005

Agreement End Date:
June 30, 2007

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

☐ Additional Exhibits:

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.

For the Contractor:

Judy Westsik 5-15-06
Director/Administrator Date Board of Directors (if applicable) Date

For Benton County:

Ma E Bentz
Benton County Commissioners

For Franklin County:

Anna Jackson
Franklin County Commissioners 6/5/06

Attest: Clerk of the Board

Lisa Small

Attest: Clerk of the Board

May Withers

Approved as to Content:

[Signature]
Department of Human Services

Approved as to Form:

[Signature]
Benton County Prosecutor's Office

Approved as to Form:

[Signature]
Franklin County Prosecutor's Office

The Agreement between the Counties and the Contractor is hereby amended as follows:

1. Effective July 1, 2006, **CONSIDERATION**, Section 46, is replaced with the following:

46. CONSIDERATION

46.1. **Fee for Service Rates:** Except as otherwise provided herein, the Counties shall pay the Contractor for services provided to eligible clients on a "fee-for-service" basis as follows. Exceptions to the rates may be authorized in writing by the Counties on an individual basis.

46.1.1. **Person To Person Services** at the rate of \$460.00 per client per month.

46.1.2. **Community Access Services** at the rate of \$425.00 per client per month.

46.1.3. **Basic, Basic Plus Waiver and Proviso Clients** will be reimbursed at the rate established on the individual's CSA.

46.1.4. **Partial Service Months** shall be reimbursed at a pro-rated rate as follows:

46.1.4.1. Clients receiving services for one week or less shall be paid at 25% of the established rate;

46.1.4.2. Clients receiving services for two weeks or less shall be paid at 50% of the established rate;

46.1.4.3. Clients receiving services for three weeks or less shall be paid at 75% of the established rate.

46.2. **Units of Service:** Except as otherwise provided herein, units of service shall be defined as follows:

46.2.1. **Month** is more than three weeks in direct services or assigned service capacity;

46.2.2. **Project** is applicable to new services that don't easily fit into BARS codes. These services may be offered as projects involving an individual or a group of people.

2. Effective immediately, **SPENDING PLAN**, Section 47, is deleted. The amount of reimbursement under this Agreement shall be at the "fee-for-service" rates described above for the Contractor's provision of services to eligible clients.

3. Effective upon execution of this Amendment, **REPORTING REQUIREMENTS**, Section 50, are amended to add the following:

50.3 **Monthly Reporting:** For Person-To-Person and Individual Employment Services, the Contractor shall provide a written monthly report, in a format prescribed or approved by the Counties, to DDD and the Counties which is documented in client files and summarizes the following:

50.3.1 Progress toward individual goals and objectives;

50.3.2 Staff involvement in assisting the client in meeting the goals of their plan;

50.3.3 Barriers encountered during the reporting period.

50.4 **Quarterly Reporting:** For Group Supported and Prevocational Employment services, the Contractor shall provide a written quarterly report (for each six month period), in a format prescribed or approved by the Counties, which summarizes:

50.4.1 Progress toward individual goals and objectives;

50.4.2 Staff involvement in assisting the client in meeting the goals of their plan.

50.5 **Attendance Sheets:** On a monthly basis, the Contractor shall provide Client Attendance Sheets, in a format provided by the Counties, for each service category.

4. Effective April 1, 2006, **PERSON TO PERSON SERVICES**, Section 51, are replaced with the following:

51. PERSON TO PERSON SERVICES

51.1. **Service Definition:** The Contractor shall provide Person To Person services which are a part of an individual's pathway to employment. A combination of services and supports may be needed to assist people to:

51.1.1. develop and implement self-directed services;

51.1.2. develop a person centered employment plan;

51.1.3. prepare an individualized budget;

51.1.4. work and volunteer in the community, and/or obtain the generic community resources needed to achieve integration and employment.

51.2. **Service Description:** Person to Person services may include, but shall not be limited to, the following activities:

51.2.1. skills and interest assessment;

51.2.2. skills building and enhancement;

51.2.3. opportunities for community involvement which can include:

51.2.3.1. job shadow

51.2.3.2. work experience

51.2.3.3. volunteer work

51.2.3.4. job exploration

51.2.3.5. resume/portfolio development

51.2.3.6. interview preparation.

51.3. **Service Conditions:** Individuals of working age (21 – 62) shall be provided primarily pre-vocational support services with the goal of moving to employment services as soon as possible.

51.4. **Targeted Outcomes:** The Contractor shall provide Person to Person Services which:

51.4.1. identify goals, objectives, and measurable steps to document each person's progress on his/her pathway to community employment;

51.4.2. review plans at least annually and adjust plans according to the individual's specific needs;

51.4.3. ensure that work experiences comply with applicable Department of Labor laws;

51.4.4. maintain regular contact with residential providers, family/guardians, and DDD Case Managers; and

51.4.5. participate in monthly supported employment meetings with DDD, DVR and the Counties.

51.5. **Documentation Requirements:** The Contractor shall maintain documentation that includes a record of individual goals and objectives, and progress toward those goals. The documentation shall be maintained in client files and using a format supplied by the Counties, shall be summarized in a written report every month. A copy of the monthly reports shall be provided to the Counties and DDD.

5. Effective immediately, **INSURANCE**, Section 14, is amended to specify that "The Contractor shall provide Certificates of Insurance to the Counties documenting compliance with the insurance requirements specified in this Agreement **upon the renewal of the policy.**"

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

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0507-DD-ARC-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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd 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 The Arc of Tri-Cities 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-ARC-1 with The Arc of Tri-Cities and authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY
RESOLUTION NO. 2006 280**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AN AGREEMENT BETWEEN THE DIVISION OF SOCIAL AND HEALTH
SERVICES AND THE COUNTY OF FRANKLIN,**

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

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

NOW THEREFORE, BE IT RESOLVED that the attached agreement between the Division of Social and Health Services and Benton County is hereby approved by the Board.

BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0663-95488-6030CS.

APPROVED this 5th day of June, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Neva 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

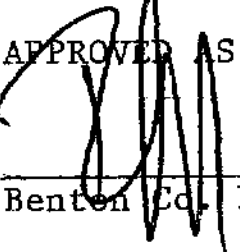
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June 5, 2006 JUN 9 8 2006

RECEIVED

		<p align="center">COUNTY</p> <p align="center">PROGRAM AGREEMENT</p> <p align="center">Working Capital Advance</p>		<p>DSHS Agreement Number</p> <p>0663-95488</p>
<p>This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.</p>				<p>Administration or Division Agreement Number</p> <hr/> <p>County Agreement Number</p>
DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE	
Executive Administration	Division of Finance	1122	6030CS	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS		
Gwen Herring Accounting Manager		PO Box 45842 Olympia WA 98504-5842		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL		
(360) 664-5772	(360) 664-5775	herrig@dshs.wa.gov		
COUNTY NAME		COUNTY ADDRESS		
Benton County Department of Human Services		7207 West Deschutes Avenue Kennewick WA 99336-777		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME			
916001296	Diana Ransom			
COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL		
(509) 783-5284 Ext:	(509) 783-5981	diana@bfdhs.org		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?		CFDA NUMBERS		
No				
PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT		
07/01/2006	06/30/2007	\$0.00		
<p>By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.</p>				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED	
		Max Benitz, Chair, Benton Co. Comm.	6/19/06	
		Nava Corkrum, Chair, Franklin Co. Comm.	6/15/06	
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED	
		Dianna Miller, Contracts Specialist	6/28/06	

APPROVED AS TO FORM:


Benton Co. Prosecuting Attorney's Office


Franklin Co. Prosecuting Attorney's Office

SPECIAL TERMS AND CONDITIONS**1. Definitions**

- a. "Advance" or "Working Capital Advance" is payment by DSHS to the County in anticipation of specific client services provided by the County.
- b. "Commingle" is the act of mixing the funds and/or Advance for one program with the funds of another program.
- c. "Documentation of Funds Form" (DFF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Advance or appropriate adjustments.
- d. "Prepaid Inpatient Health Plan" is an entity that contracts with the Mental Health Division to administer mental health services for people who are eligible for the Title XIX Medicaid program in accordance with WAC 388-865-0300.

2. Purpose

- a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Working Capital Advance funds it provides to the County.
- b. Funds to support contracts for the following DSHS programs may be included in an Advance: Health & Recovery Services Administration (Mental Health Division and Division of Alcohol and Substance Abuse) and Aging & Disability Services Administration (Long Term Care and Division of Developmental Disabilities) operated during the term of this Agreement.

3. Statement of Work**a. County Responsibilities**

- (1) The County shall submit to DSHS, on forms provided by DSHS and by a date determined by DSHS, a completed Documentation of Funds Form (DFF) from which DSHS shall assess whether or not an adjustment to the amount of the Working Capital Advance provided to the County is warranted.
- (2) The County shall exclude all amounts related to its MHD Prepaid Inpatient Health Plan expenditures from its DFF.
- (3) The County shall repay to DSHS any amount of Advance previously received from DSHS that exceeds the amount currently determined as warranted by DSHS. Repayment requirements shall be based upon DSHS assessment of the most recent DFF submitted by the County to DSHS.
- (4) The County shall only utilize Working Capital Advance funds for the program or service for which the funds were originally designated. Advance funds may not be commingled between or among programs or services.

b. DSHS Responsibilities

- (1) DSHS shall assess the DFF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Advance provided to the County is

warranted.

- (2) Adjustment may include DSHS request for repayment by County of any Advance amounts previously paid to County that are in excess of the amount currently warranted.

4. Termination

In the event that this Agreement, or a program contract listed in 2(b) above, is terminated prior to completion, DSHS shall take all available steps to recover any Advance determined to be an overpayment and the County shall fully cooperate during the recovery process.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0663-95488-6030CS with the Division of Social and Health Services	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
Prepared By: Carol Carey	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Working Capital Advance funds it provides to the County.

SUMMARY

Award: N/A

Period: July 1, 2006 through June 30, 2007.

Funding Source: N/A

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Agreement #0663-95488-6030CS with Division of Social and Health Services to specify the procedure by which DSHS will assess and/or adjust the Working Capital Advance Funds it provides to the County and to authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY
RESOLUTION NO. 2006 281

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: AMENDMENT TO THE AGREEMENT BETWEEN PROVIDENT HORIZON GROUP 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

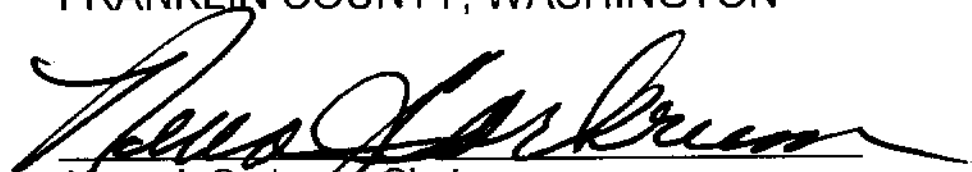
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached amendment as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached amendment between Benton-Franklin Counties Department of Human Services and Provident Horizon Group 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-PHG-1.

APPROVED this 5th day of June, 2006.

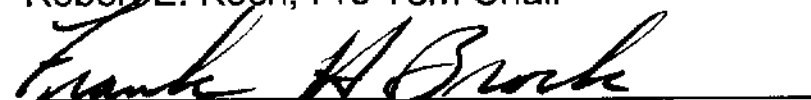
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair

Attest:


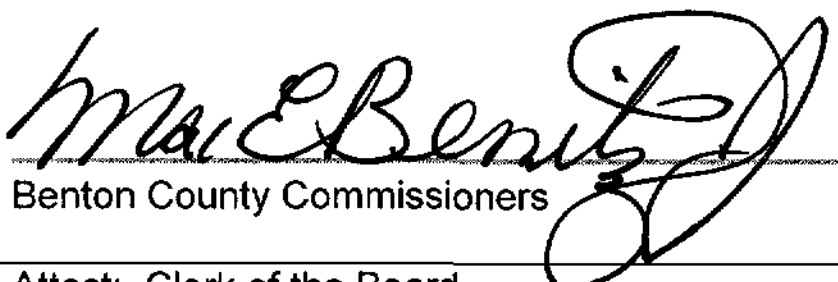

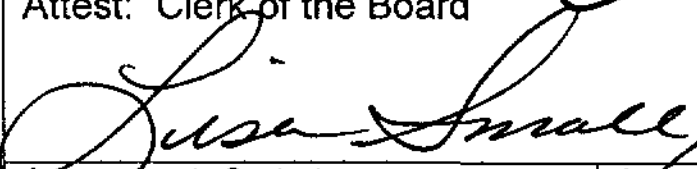
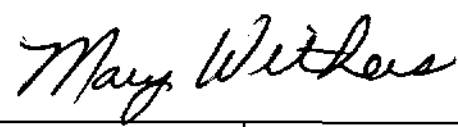
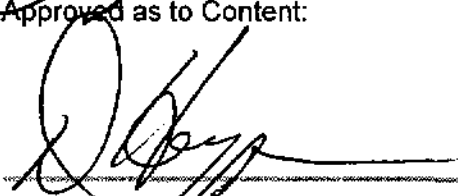



Robert E. Koch, Pro Tem Chair


Clerk to the Board


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-PHG-1			2006 281
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: Sherie T. Leadon, Executive Director The Provident Horizon Group P.O. Box 9727 Yakima, WA 98909 (509) 453-4756	
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	
ATTACHMENTS: 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.			
For the Contractor:  5-11-06 Director/Administrator _____ Date _____ Board of Directors (if applicable) _____ Date _____			
For Benton County:  Benton County Commissioners		For Franklin County:  Franklin County Commissioners 6/5/06	
Attest: Clerk of the Board  Approved as to Content: _____		Attest: Clerk of the Board  Approved as to Form: _____	
 Department of Human Services		 Benton County Prosecutor's Office	
		 Franklin County Prosecutor's Office	

The Agreement between the Counties and the Contractor is hereby amended as follows:

1. Effective July 1, 2006, **CONSIDERATION**, Section 46, is replaced with the following:

46. CONSIDERATION

46.1. **Fee for Service Rates:** Except as otherwise provided herein, the Counties shall pay the Contractor for services provided to eligible clients on a "fee-for-service" basis as follows. Exceptions to the rates may be authorized in writing by the Counties on an individual basis.

46.1.1. **Group Supported Employment Services** at the rate of \$615.00 per client per month.

46.1.2. **Individual Employment Services** at the rate of \$250.00 per client per month.

46.1.3. **Prevocational Services** at the rate of \$500.00 per client per month.

46.1.4. **Person To Person Services** at the rate of \$460.00 per client per month.

46.1.5. **Basic, Basic Plus Waiver and Proviso Clients** will be reimbursed at the rate established on the individual's CSA.

46.1.6. **Partial Service Months** shall be reimbursed at a pro-rated rate as follows:

46.1.6.1. Clients receiving services for one week or less shall be paid at 25% of the established rate;

46.1.6.2. Clients receiving services for two weeks or less shall be paid at 50% of the established rate;

46.1.6.3. Clients receiving services for three weeks or less shall be paid at 75% of the established rate.

46.2. **Units of Service:** Except as otherwise provided herein, units of service shall be defined as follows:

46.2.1. **Month** is more than three weeks in direct services or assigned service capacity;

46.2.2. **Project** is applicable to new services that don't easily fit into BARS codes. These services may be offered as projects involving an individual or a group of people.

2. Effective immediately, **SPENDING PLAN**, Section 47, is deleted. The amount of reimbursement under this Agreement shall be at the "fee-for-service" rates described above for the Contractor's provision of services to eligible clients.

3. Effective upon execution of this Amendment, **REPORTING REQUIREMENTS**, Section 50, are amended to add the following:

50.3**Monthly Reporting:** For Person-To-Person and Individual Employment Services, the Contractor shall provide a written monthly report, in a format prescribed or approved by the Counties, to DDD and the Counties which is documented in client files and summarizes the following:

50.3.1 Progress toward individual goals and objectives;

50.3.2 Staff involvement in assisting the client in meeting the goals of their plan;

50.3.3 Barriers encountered during the reporting period.

50.4**Quarterly Reporting:** For Group Supported and Prevocational Employment services, the Contractor shall provide a written quarterly report (for each six month period), in a format prescribed or approved by the Counties, which summarizes:

50.4.1 Progress toward individual goals and objectives;

50.4.2 Staff involvement in assisting the client in meeting the goals of their plan.

50.5**Attendance Sheets:** On a monthly basis, the Contractor shall provide Client Attendance Sheets, in a format provided by the Counties, for each service category.

4. Effective April 1, 2006, **PERSON TO PERSON SERVICES**, Section 54, are replaced with the following:

54. PERSON TO PERSON SERVICES

54.1. Service Definition: The Contractor shall provide Person To Person services which are a part of an individual's pathway to employment. A combination of services and supports may be needed to assist people to:

54.1.1. develop and implement self-directed services;

54.1.2. develop a person centered employment plan;

54.1.3. prepare an individualized budget;

54.1.4. work and volunteer in the community, and/or obtain the generic community resources needed to achieve integration and employment.

54.2. Service Description: Person to Person services may include, but shall not be limited to, the following activities:

54.2.1. skills and interest assessment;

54.2.2. skills building and enhancement;

54.2.3. opportunities for community involvement which can include:

54.2.3.1. job shadow

54.2.3.2. work experience

54.2.3.3. volunteer work

54.2.3.4. job exploration

54.2.3.5. resume/portfolio development

54.2.3.6. interview preparation.

54.3. Service Conditions: Individuals of working age (21 – 62) shall be provided primarily pre-vocational support services with the goal of moving to employment services as soon as possible.

54.4. Targeted Outcomes: The Contractor shall provide Person to Person Services which:

54.4.1. identify goals, objectives, and measurable steps to document each person's progress on his/her pathway to community employment;

54.4.2. review plans at least annually and adjust plans according to the individual's specific needs;

54.4.3. ensure that work experiences comply with applicable Department of Labor laws;

54.4.4. maintain regular contact with residential providers, family/guardians, and DDD Case Managers; and

54.4.5. participate in monthly supported employment meetings with DDD, DVR and the Counties.

54.5. Documentation Requirements: The Contractor shall maintain documentation that includes a record of individual goals and objectives, and progress toward those goals. The documentation shall be maintained in client files and using a format supplied by the Counties, shall be summarized in a written report every month. A copy of the monthly reports shall be provided to the Counties and DDD.

5. Effective immediately, INSURANCE, Section 14, is amended to specify that "The Contractor shall provide Certificates of Insurance to the Counties documenting compliance with the insurance requirements specified in this Agreement upon the renewal of the policy."

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

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0507-DD-PHG-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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) has an agreement with Provident Horizon Group 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-PHG-1 with Provident Horizon Group and authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY
RESOLUTION NO. 2006 282

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: AMENDMENT TO THE AGREEMENT BETWEEN THE GOODWILL 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 Goodwill 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-GW-1.

APPROVED this 5th day of June, 2006.

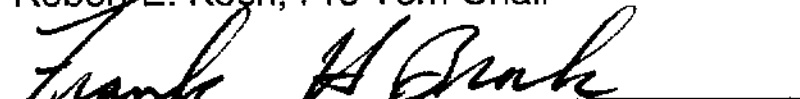
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair

Attest:

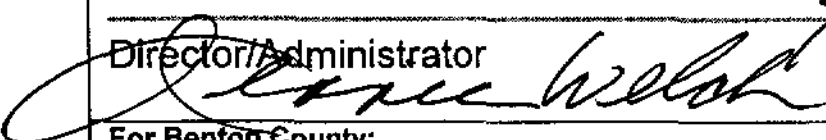


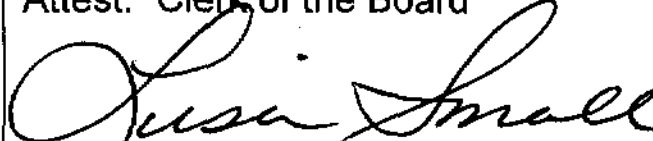
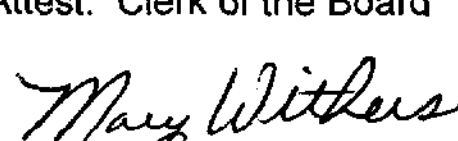
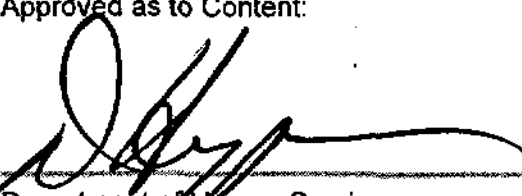
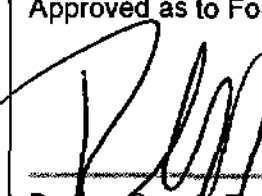
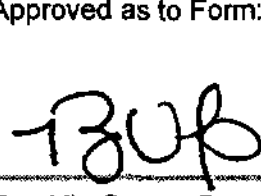

Robert E. Koch, Pro Tem Chair


Clerk to the Board


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-GW-1			2006 282
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: Jeanie Welch, Executive Director Goodwill Industries of the Columbia, Inc. 815 N. Kellogg, Suite A Kennewick, WA 99336 (509) 735-7238	
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	
ATTACHMENTS: 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.			
For the Contractor:			
Director/Administrator 		Date: <u>5/2/06</u> Board of Directors (if applicable) Date	
For Benton County:  Benton County Commissioners		For Franklin County:  Franklin County Commissioners <u>6/5/06</u>	
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	

The Agreement between the Counties and the Contractor is hereby amended as follows:

1. **CONSIDERATION**, Section 46, is replaced with the following:

46. Effective July 1, 2006, CONSIDERATION

46.1. Fee for Service Rates: Except as otherwise provided herein, the Counties shall pay the Contractor for services provided to eligible clients on a "fee-for-service" basis as follows. Exceptions to the rates may be authorized in writing by the Counties on an individual basis.

46.1.1. Group Supported Employment Services at the rate of \$615.00 per client per month.

46.1.2. Individual Employment Services at the rate of \$250.00 per client per month.

46.1.3. Prevocational Services at the rate of \$500.00 per client per month.

46.1.4. Person To Person Services at the rate of \$460.00 per client per month.

46.1.5. Basic, Basic Plus Waiver and Proviso Clients will be reimbursed at the rate established on the individual's CSA.

46.1.6. Partial Service Months shall be reimbursed at a pro-rated rate as follows:

46.1.6.1. Clients receiving services for one week or less shall be paid at 25% of the established rate;

46.1.6.2. Clients receiving services for two weeks or less shall be paid at 50% of the established rate;

46.1.6.3. Clients receiving services for three weeks or less shall be paid at 75% of the established rate.

46.2. Units of Service: Except as otherwise provided herein, units of service shall be defined as follows:

46.2.1. Month is more than three weeks in direct services or assigned service capacity;

46.2.2. Project is applicable to new services that don't easily fit into BARS codes. These services may be offered as projects involving an individual or a group of people.

2. Effective immediately, **SPENDING PLAN**, Section 47, is deleted. The amount of reimbursement under this Agreement shall be at the "fee-for-service" rates described above for the Contractor's provision of services to eligible clients.

3. Effective upon execution of this Amendment, **REPORTING REQUIREMENTS**, Section 50, are amended to add the following:

50.3 Monthly Reporting: For Person-To-Person and Individual Employment Services, the Contractor shall provide a written monthly report, in a format prescribed or approved by the Counties, to DDD and the Counties which is documented in client files and summarizes the following:

50.3.1 Progress toward individual goals and objectives;

50.3.2 Staff involvement in assisting the client in meeting the goals of their plan;

50.3.3 Barriers encountered during the reporting period.

50.4 Quarterly Reporting: For Group Supported and Prevocational Employment services, the Contractor shall provide a written quarterly report (for each six month period), in a format prescribed or approved by the Counties, which summarizes:

50.4.1 Progress toward individual goals and objectives;

50.4.2 Staff involvement in assisting the client in meeting the goals of their plan.

50.5 Attendance Sheets: On a monthly basis, the Contractor shall provide Client Attendance Sheets, in a format provided by the Counties, for each service category.

4. Effective April 1, 2006, **PERSON TO PERSON SERVICES**, Section 54, are replaced with the following:

54. PERSON TO PERSON SERVICES

54.1. **Service Definition:** The Contractor shall provide Person To Person services which are a part of an individual's pathway to employment. A combination of services and supports may be needed to assist people to:

54.1.1. develop and implement self-directed services;

54.1.2. develop a person centered employment plan;

54.1.3. prepare an individualized budget;

54.1.4. work and volunteer in the community, and/or obtain the generic community resources needed to achieve integration and employment.

54.2. **Service Description:** Person to Person services may include, but shall not be limited to, the following activities:

54.2.1. skills and interest assessment;

54.2.2. skills building and enhancement;

54.2.3. opportunities for community involvement which can include:

54.2.3.1. job shadow

54.2.3.2. work experience

54.2.3.3. volunteer work

54.2.3.4. job exploration

54.2.3.5. resume/portfolio development

54.2.3.6. interview preparation.

54.3. **Service Conditions:** Individuals of working age (21 – 62) shall be provided primarily pre-vocational support services with the goal of moving to employment services as soon as possible.

54.4. **Targeted Outcomes:** The Contractor shall provide Person to Person Services which:

54.4.1. identify goals, objectives, and measurable steps to document each person's progress on his/her pathway to community employment;

54.4.2. review plans at least annually and adjust plans according to the individual's specific needs;

54.4.3. ensure that work experiences comply with applicable Department of Labor laws;

54.4.4. maintain regular contact with residential providers, family/guardians, and DDD Case Managers; and

54.4.5. participate in monthly supported employment meetings with DDD, DVR and the Counties.

54.5. **Documentation Requirements:** The Contractor shall maintain documentation that includes a record of individual goals and objectives, and progress toward those goals. The documentation shall be maintained in client files and using a format supplied by the Counties, shall be summarized in a written report every month. A copy of the monthly reports shall be provided to the Counties and DDD.

5. Effective immediately, **INSURANCE**, Section 14, is amended to specify that "The Contractor shall provide Certificates of Insurance to the Counties documenting compliance with the insurance requirements specified in this Agreement **upon the renewal of the policy.**"

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

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0507-DD-GW-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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd 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 Goodwill 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-GW-1 with Goodwill Industries and authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY RESOLUTION NO. 2006 283

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

**RE: INTRA BUDGET TRANSFERS TOTALING \$319 WITHIN THE 2006 COUNTY
CLERK BUDGET, NUMBER 001-000-160**

WHEREAS, the County Clerk requested transfers due to insufficient funds in the Dues and Subscriptions line item and Overtime line item; and

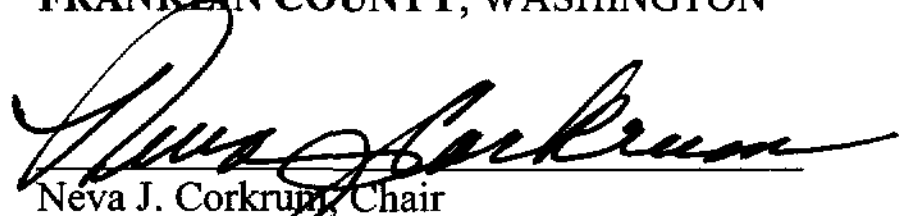
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized transfers totaling \$319 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves intra budget transfers totaling \$319 within the 2006 County Clerk Budget, Number 001-000-160, as follows:

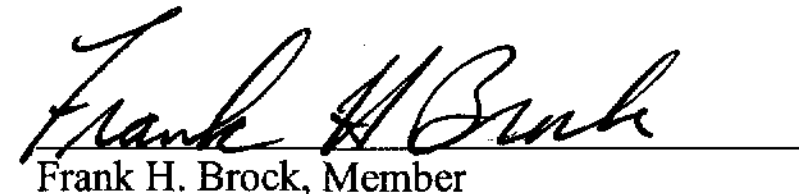
- \$284 from line item 512.30.49 0004 (Material Witness Fees) to line item 512.30.49.0005 (Dues & Subscriptions).
- \$35 from line item 512.30.49.0004 (Material Witness Fees) to line item 512.30.10.0900 (Overtime).

APPROVED this 5th day of June 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
Accounting Department

cc: County Clerk

FRANKLIN COUNTY
OFFICE OF

COUNTY AUDITOR

1016 N. 4th Avenue
Pasco, Washington 99301

2006 283

Zona G. Lenhart
County Auditor
(509) 545-3536

INTRA BUDGET TRANSFER
(Within the Department)

The COUNTY CLERK, Budget, 160 has insufficient funds allocated to the
line item(s) shown below. The COUNTY CLERK requests transfer(s) totaling
(Department Head)

\$ 317.79.

1. From Line Item: 512.30.49.0004 ____ To Line Item: 512.30.49.0005 Amount: \$ 283.71
2. From Line Item: 512.30.49.0004 ____ To Line Item: 512.30.10.0900 Amount: \$ 34.08
3. From Line Item: ____ To Line Item: ____ Amount: \$ ____
4. From Line Item: ____ To Line Item: ____ Amount: \$ ____
5. From Line Item: ____ To Line Item: ____ Amount: \$ ____
6. From Line Item: ____ To Line Item: ____ Amount: \$ ____
7. From Line Item: ____ To Line Item: ____ Amount: \$ ____
8. From Line Item: ____ To Line Item: ____ Amount: \$ ____
9. From Line Item: ____ To Line Item: ____ Amount: \$ ____
10. From Line Item: ____ To Line Item: ____ Amount: \$ ____


Elected Official or Dept. Head Signature

Date: 6/1/06

FRANKLIN COUNTY RESOLUTION NO. 2006 284**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE A HEWLETT
PACKARD COLOR LASERJET 260N PRINTER FOR THE COMMISSIONERS
OFFICE****and****INTER BUDGET TRANSFER IN THE AMOUNT OF \$415 FROM THE NON-
DEPARTMENTAL BUDGET, NUMBER 001-000-700, LINE ITEM 519.90.10.0001
(CONTINGENCY RESERVE) TO THE CAPITAL OUTLAY BUDGET, NUMBER
001-000-710, LINE ITEM 594.00.64.3501 (COMPUTER HARDWARE)**

WHEREAS, the County Administrator notified the Board of the need to replace the color desktop printer used by the Commissioners Executive Secretary, as the printer was broken beyond repair and leaking ink; and

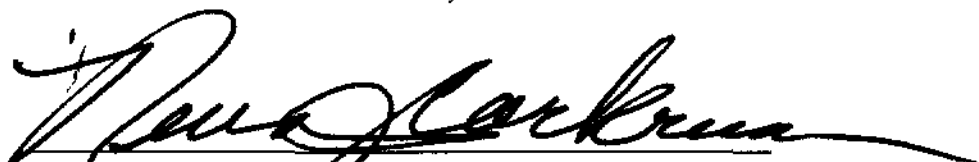
WHEREAS, an HP color LaserJet 260n printer was purchased and installed at the request of the County Administrator; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes Information Services to purchase an HP Color LaserJet 260n printer for the Commissioners Office and authorizes an inter budget transfer in the amount of \$415 from the Non-Departmental Budget, Number 001-000-700, line item 519.90.10.0001 (Contingency Reserve) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) to pay for said printer.

APPROVED this 5th day of June 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
Information Services

cc: Accounting
Commissioners Inventory File

FRANKLIN COUNTY RESOLUTION NO. 2006 285

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AFFORDABLE HOUSING STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS BETWEEN FRANKLIN COUNTY AND THE BENTON FRANKLIN COMMUNITY ACTION COMMITTEE, EFFECTIVE THROUGH DECEMBER 31, 2006

WHEREAS, Franklin County Resolution 2006-221 approved the Interlocal Agreement between Franklin County and the cities of Pasco, Connell, Mesa and Kahlotus for the purpose of administering HB 2060 generated surcharge funds for housing programs for extremely to very low income persons throughout Franklin County; and

WHEREAS, the Franklin County Board of Commissioners desire to contract with the Benton Franklin Community Action Committee to assist the County with the organization and support of an Oversight Committee as specified in RCW 36.22.178 and the Interlocal Agreement between Franklin County and the cities of Pasco, Connell, Mesa and Kahlotus, hereby attached to the Standard Service Agreement Terms and Conditions as Exhibit B; and

WHEREAS, the upon execution of this contract the County shall notify the Benton Franklin Community Action Committee in writing within ten (10) business days of the Local Housing Trust Fund balance and the subsequent maximum total compensation permitted based upon five percent (5%) of the balance at the time of execution; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Affordable Housing Standard Service Agreement Terms and Conditions between Franklin County and the Benton Franklin Community Action Committee, effective through December 31, 2006, and authorizing the Chairman to sign said agreement on behalf of the Board.

APPROVED this 5th day of June 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
BF CAC

cc: Accounting
Prosecutor's Office
Treasurer

STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS

2006 285

THIS CONTRACT is made and entered into by and between the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, with its principal offices at 1016 N 4th Street, Pasco, Washington 99301 (hereinafter "COUNTY"), and the BENTON FRANKLIN COMMUNITY ACTION COMMITTEE, a Washington non-profit corporation, with its principal offices at 720 West Court Street, Pasco, Washington 99301 (hereinafter "CONTRACTOR"). The COUNTY and the CONTRACTOR are collectively hereinafter referred to as the "PARTIES".

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

1. CONTRACT DOCUMENTS

This Contract consists of this Agreement and the attached Exhibit "A" – Consultant Work Description and Fee Schedule, and attached Exhibit "B" -- Interlocal Cooperation Agreement.

2. DURATION OF CONTRACT

The term of this Contract is from June 5, 2006 to December 31, 2006.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform and complete the terms, conditions, and services reflected in this Contract, and Exhibit "A," and Exhibit "B."

The COUNTY shall review CONSULTANT'S performance before final acceptance of work product to determine consistency with and fulfillment of State mandates.

The CONTRACTOR shall make an oral report to the Board of Franklin County Commissioners at a mutually agreed-upon time, but no later than December 21, 2005, to discuss the progress of the work.

4. CONTRACT REPRESENTATIVES

The PARTIES' Contract representatives are as follows:

- a. For CONTRACTOR: Judith A. Gidley, Executive Director
Benton Franklin Community Action Committee
720 West Court Street
Pasco, Washington 99301

509-545-4042
jgidley@bfcac.org

b. For COUNTY:

Frank H. Brock, Commissioner
Board of Franklin County Commissioners
1016 N. 4th Street
Pasco, Washington 99301
509-545-3535
fbrock@co.franklin.wa.us

A PARTY may change its representative by providing prompt written notice to the other PARTY.

5. COMPENSATION

The CONTRACTOR shall receive from the COUNTY compensation in the amounts specified in the terms of this Section Five (5) of the Contract and the attached EXHIBIT "A" and EXHIBIT "B." The maximum total compensation to the CONTRACTOR for the entire term of this Contract shall not exceed five percent (5%) of the balance of the COUNTY'S Local Housing Trust Fund on the date this Contract is executed by the COUNTY or ten thousand dollars (\$10,000.00), whichever is the lesser amount. Upon execution of this Contract the COUNTY shall notify the CONTRACTOR in writing within ten (10) business days of the Local Housing Trust Fund balance and the subsequent maximum total compensation permitted based upon five percent (5%) of the balance at time of execution. The COUNTY shall have no obligation to provide CONTRACTOR compensation for services rendered that result in claim(s) for payment that exceed the maximum total compensation.

6. BILLING SCHEDULE AND INVOICING

The CONTRACTOR shall provide an itemized invoice to the COUNTY for its services within thirty (30) days of the expiration date of this Contract. CONSULTANT shall be paid by the COUNTY within thirty (30) days of receipt of such invoice, provided that all work has been completed and accepted. The CONTRACTOR will not be paid for any work not expressly authorized in writing by this Contract or approved by the Contract representative.

7. DEFECTS

In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

No amendment, modification or renewal of this Contract shall be effective, unless set forth in a written amendment signed by both PARTIES.

9. HOLD HARMLESS AND INDEMNIFICATION

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

10. INSURANCE

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

times the incident, loss or person limit.

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

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

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

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

The CONTRACTOR will provide commercial general liability coverage, which

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

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

d. **Other Insurance Provisions:**

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

- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Franklin County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Franklin County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Franklin County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section Eight (8) and notice of

cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Attn: Risk Manager
Franklin County Prosecuting Attorney's Office
1016 N 4th Street
Pasco, Washington 99301

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

11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section Six (6), Billing Schedule and Invoicing.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the

CONTRACTOR'S breach.

12. NON-WAIVER OF RIGHTS

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

14. NONDISCRIMINATION

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

15. DISPUTES

Differences over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved Party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Franklin County, Washington.

16. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Five (5) and Exhibit "A" of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges

afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract representative or designee.

17. INSPECTION OF BOOKS AND RECORDS

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

18. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

19. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

2006 285

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

IN WITNESS WHEREOF, the PARTIES have caused this Contract to be signed and executed by their duly constituted legal representatives and this Contract shall be deemed executed and effective on the date signed by the COUNTY.

**BOARD OF
FRANKLIN COUNTY COMMISSIONERS**



Neva J. Corkrum, Chairman

Date:

June 5, 2006

**BENTON FRANKLIN
COMMUNITY ACTION COMMITTEE**



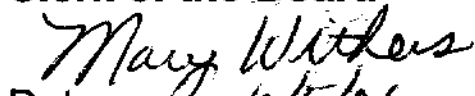
Judith A. Gidley, Executive Director

Date:

6/2/06

Attest:

Clerk of the Board



Date:

6/5/06

Approved as to Form:



Deputy Prosecuting Attorney

EXHIBIT "A"**CONTRACTOR WORK DESCRIPTION AND FEE SCHEDULE**

The CONTRACTOR agrees to fully perform all work as designated in the Contract, this Exhibit "A," and Exhibit "B" in carrying out the purpose of funding housing programs for extremely low income and very low income persons throughout Franklin County per House Bill 2060 and RCW 36.22.178. Further, the CONTRACTOR agrees to assist the COUNTY with the organization and support of an Oversight Committee as specified in RCW 36.22.178 and Exhibit "B." This assistance shall include providing requested assistance to the Oversight Committee with the scheduling, notification, taking minutes, and other administrative tasks related to meetings of the Oversight Committee and with the approval of uses of collected surcharge funds in compliance with RCW 36.22.178.

The CONTRACTOR shall be paid by the COUNTY for work done, based upon the hourly rate listed below. The rates are inclusive of direct salaries, payroll additives, and overhead. CONTRACTOR'S non-salary costs incurred in performing said services will be reimbursed by the COUNTY, subject to the maximum total compensation amount set forth in Section Five (5), and are limited to those administrative costs listed below. Said expenses shall be reported to the COUNTY in an itemized fashion at the time of billing.

Eligible expenses:

- Judith A. Gidley, will bill at an hourly rate of seventy-five dollars (\$75.00/hour).
- Printing
- Supplies
- Technology Services

The maximum total compensation payable to the CONTRACTOR under this Contract shall be per the terms of Section Five (5) of the Contract.

FRANKLIN COUNTY RESOLUTION NO. 2006 221

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

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

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

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

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

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

APPROVED this 26th day of April 2006.

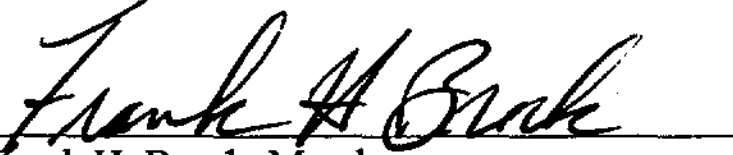
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem

Attest:


Clerk to the Board


Frank H. Brock, Member

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

cc: Accounting
BFCAC
Prosecutor's Office
Treasurer

1681749
Page: 1 of 10
04/26/2006 03:50P
41.00 Franklin Co, WA
FRANKLIN COUNTY COMMISSIONERESOL

CONFORMED COPY

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

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

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

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

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

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

Sec. 5. Use of Administrative Fee:

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

2006 221

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

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

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

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

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

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

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

Sec. 9. Process for Local Distribution/Use of Surcharge Funds In the Local Housing Trust Fund: In effort to accommodate housing needs throughout Franklin County and the Cities, all Parties to said Agreement hereby agree and designate the BFCAC as a contract agency to carry out the administration and local distribution of surcharge funds in the Local Housing Trust Fund. The BFCAC's administration and local distribution of surcharge funds in the Local Housing Trust Fund shall be monitored and approved by the Parties' appointed Oversight Committee. All local distributions of surcharge funds shall require Oversight Committee approval prior to distribution. The process to determine administration and local distribution of surcharge funds shall be as follows:

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

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

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

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

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

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

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

To: **CITY OF PASCO**
Attn: Joyce Olson, Mayor
525 North Third
Pasco, WA 99301

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this 26th day of APRIL, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum
Neva J. Corkrum, Chairman

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

Frank H. Brock
Frank H. Brock, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

Ryan E. Verhulp
Ryan E. Verhulp
Deputy Prosecuting Attorney

CITY OF CONNELL

Gary Walton
Gary Walton, Mayor

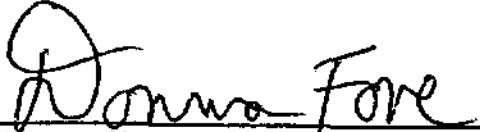
Attest:

Joan Eckman
Joan Eckman, City Clerk

Approved as to Form:

Terry Tanner
Terry Tanner, City Attorney

CITY OF KAHLOTUS


Donna Fone, Mayor

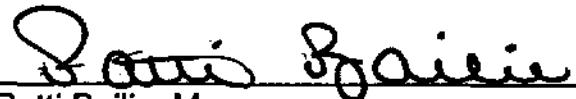
Attest:


Sharon McCaleb, City Clerk

Approved as to Form:

Alan Gunter, City Attorney

CITY OF MESA


Patti Bailie, Mayor

Attest:


Teresa Standridge, City Clerk


Approved as to Form:


Terry Tanner, City Attorney


CITY OF PASCO


Joyce Olson, Mayor

Attest:


Webster U. Jackson, City Clerk

Approved as to Form:

 #34049 signing for
Leland B. Kerr, City Attorney

df

EXHIBIT 9
Franklin County Auditor

June 5, 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

June 5, 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, June 5, 2006,

Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	51143-51198	\$23,288.23
Election Equipment	324-325	\$654.72
FC Enhanced 911	1144-1149	\$19,698.34
Courthouse Renovation Fund	406	\$14,239.64
Courthouse Renovation Fund	407-413	\$34,729.18
Veteran's Assistance	1286	\$590.23
Boating Safety	378-382	\$1,141.12
Jail Commissary	2204-2205	\$2,119.04
Supplement Preservation Fund	4	\$1,096.38
Auditor O&M Fund	371	\$2,298.48

In the amount of \$99,855.36. The motion was seconded by
And passed by a vote of 3 to 0

Frank A. Brink

Accounting
545-3505

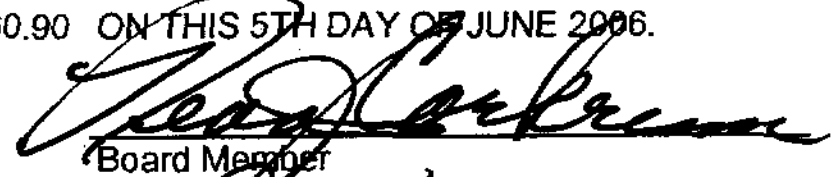
Elections
545-3538

Recording
545-3536

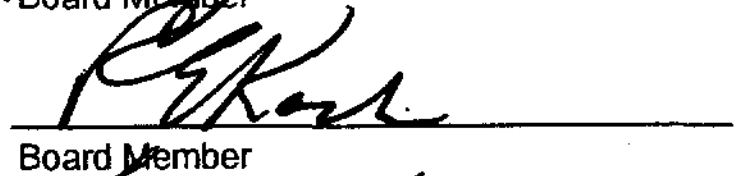
Licensing
545-3533

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$82,260.90 ON THIS 5TH DAY OF JUNE 2006.


Board Member

COUNTY ROAD FUND
15000
150 000 001 540 00


Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	AVISTA UTILITIES	monthly service	116.54
	BC LIGHTING	replace light bulbs	155.46
	BRUTZMAN'S, INC.	film/pens/paper punch/copy paper	555.95
	CENTRAL PRE-MIX	5/8" top course	2569.91
	CENTURYTEL	monthly service	38.46
	CINGULAR WIRELESS	monthly service	47.82
	CITY OF PASCO	monthly service	314.55
	COLUMBIA GRAIN & FEED	sprayer/shovels	96.10
	EASTERN WASHINGTON UNIVERSITY	medic first-aid training	440.00
	FRANKLIN CO PUD	monthly service	42.50
	FRANCOTYP-POSTALIA, INC.	rental agreement	107.22
	GENERAL SUPPLY	toilet tissue/facial tissue/white multifold towels	267.96
	HARBOR FREIGHT TOOLS	gloves	12.99
	HUSK OFFICE SUPPLIES	calculator	15.15
	INLAND ASPHALT CO.	WSDOT class G	1371.99
	J-U-B ENGINEERS	professional services	912.95
	IRRIGATION SPECIALISTS INC.	irrigation supplies	25.15
	NWPMA	2006 spring conference	175.00
	QUALITY CONTROL SERVICES	poise weight	31.50
	MVPW EQUIPMENT FUND-ER	equipment rent May-06	63928.30
	MVPW EQUIPMENT FUND-PITS	rock supply May-06	1942.20
	PACIFIC OFFICE AUTOMATION	lease payment for Ricoh copier system	895.64
	PASCO RENTALS, INC.	stringtrimmer rental & gas	10.83
	PORT OF PASCO	rent on bldg and land	3184.64
	RANCH & HOME, INC.	backpack sprayer/propane	117.12
	STAR RENTALS & SALES	gas saw rental	37.91
	CITY OF CONNELL	monthly service	108.94
	TRANSTATE PAVING	cold asphalt concrete/base course	1807.42
	UNITED RENTALS NORTHWEST	roller rental/shovels	704.00
	U.S. LINEN	service	242.69
	CMRS-FP	postage for machine	500.00
	WSACE	centennial commemorative book	50.00
	DOT	roundabout design class	300.00
	W.W. GRAINER, INC.	barricade tape/level	27.93
	4M JANITORIAL SUPPLY	monthly service	1106.08

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF ~~\$69,800.37~~ ON THIS 5TH DAY OF JUNE 2006.

69,801.37
JDL

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

MV&PW EQUIPMENT FUND
500 000 001
548.60

Voucher #	Claimant	Purpose	Amount
	Action Towing & Auto Repair	Tow of Sheriff vehicle to Lithia Dodge	55.00
	American Eagle Muffler Service	Muffler for WE2043	175.94
	Applied Industrial Technologies, Inc.	Packing for WE2013	288.51
	Arsenault Associates	One year support subscription for software	1,598.00
	Casaday Bee-Line Towing	Front end alignment & rear wheel alignment	77.90
	Central Hose & Fittings, Inc.	Hydraulic hose, stems, O rings & misc.	203.56
	Chevron USA, Inc.	Chevron Supreme GT4 & DELCO grease & ATF	706.18
	City of Pasco	Service to shop thru 5/3/06	31.77
	Clyde West	Seal assemblies & pressure inlets for SV1505	714.77
	Critzer Equipment	Starters, ejector CY, strobe beacons & pup cyl.	8,458.39
	Financial Consultants	Lease payment #26 on 2 Sheriff vehicles	832.97
	Home Depot	Pads	45.23
	Advanced Finishing Systems	Regulator press & kit repair	542.16
	Mobile Fleet Service	Changed speed settings in PTO on HT9610	292.46
	Orrco Oil Re-Refining Co.	Collection of used oil & oil filters	105.00
	NAPA Auto Parts	Parts	981.10 <i>982.16</i>
	Ranch & Home	Ball mount, deeabolt lock, & casters	86.01 <i>JDL</i>
	Russ Dean Ford	Purchase of ET7512 & ET2612 & parts	41,061.86
	Safelite Glass Corp.	Windshield for ET2812	263.26
	Special Asphalt Products	Hose Electric for WE2013 (2 each)	4,980.63
	Tifco Industries	Parts	243.26
	Tire Factory	Four tires for CS2603	763.86
	Tri-City Battery	Batteries	174.71
	U.S. Linen	Service to shop	229.39
	Wingfoot Commercial Tire	Tires for TR1714 & GT6611	1,093.51
	Wondrack Distributing	Diesel & gasoline & storage tank tax	5,794.94

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$287.54 ON THIS 5TH DAY OF JUNE 2006.

SOLID WASTE FUND
152 001 001
539 10


Board Member
Board Member
Board Member

Voucher #	Claimant	Purpose	Amount
	CINGULAR WIRELESS	monthly service	27.97
	EARTHWORKS RECYCLING, INC.	subscription	100.00
	ORRCO, CO.	pick-up used oil	100.00
	PRINTER TECH	inkjet service/cleaning	59.57

FRANKLIN COUNTY RESOLUTION NO. 2006-286

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: EQUIPMENT CONTRACT BETWEEN BETWEEN FRANKLIN COUNTY AND
PACIFIC OFFICE AUTOMATION FOR LEASING A RICOH AFICIO 240W
FOR AUDITOR'S OFFICE ON A 60-MONTH LEASE AT \$237 PER MONTH,
PAYABLE FROM THE AUDITOR'S O&M FUND**

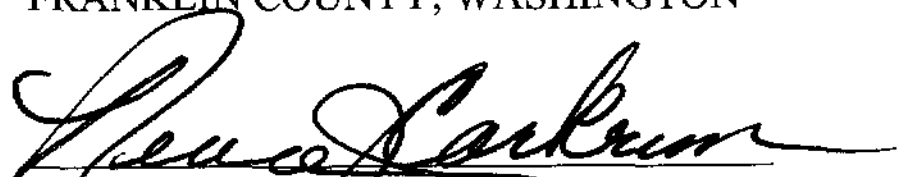
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

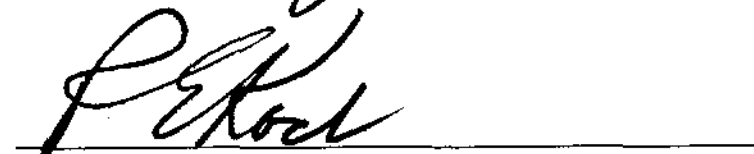
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

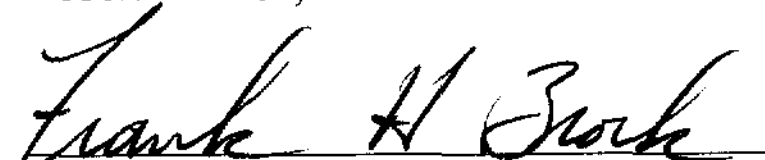
NOW, THEREFORE, BE IT RESOLVED that the attached Equipment Contract between Franklin County and Pacific Office Automation for leasing a Ricoh Aficio 240W for the Auditor's Office on a 60-month lease at \$237 per month, payable from the Auditor's O&M Fund, is hereby approved by the Board.

APPROVED this 5th day of June, 2006.

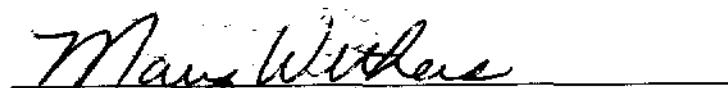
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Pacific Office Automation

cc: Auditor – Recording Department
Accounting
Resolution book



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

EQUIPMENT

Equipment Model & Description

Serial Number

Accessories

Ricoh 240W Wide Format

☐ See attached schedule for additional Equipment / Accessories

Equipment Location (If different from Billing Address)

Agreement #

2006-286

Equipment Lease Agreement

R12

SUPPLIER

Pacific Office Automation

Name

6250 W. Clearwater Ave.

Address

Kennewick, WA 99336

City

State

Zip

PURCHASE OPTION AT END OF TERM

☒ Fair Market Value

TRANSACTION TERMS

Lease Payment \$ 237.00

(plus applicable taxes)

Term 60 months

Billing Period: Monthly

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT \$ 0

ADVANCE PAYMENT **\$ 0

(plus applicable taxes)

**Applied to: ☐ first ☐ last

DOCUMENT FEE \$75.00 (Included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS LEASE, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")

Pacific Office Automation, Inc.

By:

Name:

Title:

Date:

Alicia Moll
Alicia Moll
BAM
7/31/06

LESSEE ("You")

Franklin, County of (Auditors)

Full Legal Name

DBA

404 W. Clark

Billing Address

Pasco, WA 99301

City

State

Zip

Zona Lenhart 509-545-3536

Contact Name

Phone

E-mail Address

a

Signature of Authorized Signer

Zona Y. Lenhart

Please Print

Title:

Date:

Franklin Co. Auditor
7/31/06
Date of Signature

Fed Tax ID 91-6001315

Unconditional Personal Guaranty

In consideration of Lessor entering into the Lease in reliance on this guaranty, the undersigned unconditionally and irrevocably guarantees to Lessor, its successors and assigns, the prompt payment and performance of all existing and future obligations to Lessor, including the Lease. I agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against me personally without resorting to any security or seeking to collect from Lessee, (b) I waive all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral, and all notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to me and I will be bound by such changes, and (d) I will pay all of Lessor's costs of enforcement and collection, including attorneys' fees. This guaranty survives the bankruptcy of Lessee and binds my administrators, successors and assigns. My obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and I agree not to seek to be repaid by Lessee in the event I must pay Lessor, until you have been paid all amounts owed. This guaranty shall be governed by the laws of Oregon. I consent to the personal jurisdiction and venue of federal and state courts in Oregon.

Printed Name:

By:

Individually

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.

3. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

4. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. **LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use) as estimated by us.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. You have a choice in how you satisfy these insurance requirements. First, you may obtain coverage on your own and provide us with evidence of insurance coverage. If you elect this option, the policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Second, you may elect to have us directly obtain coverage protecting our interests.

UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS LEASE, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST IN THE EQUIPMENT. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE EQUIPMENT. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY THIS LEASE. IF WE PURCHASE INSURANCE FOR THE EQUIPMENT YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. The insurance coverage we obtain may be through an insurance carrier which may be affiliated with us or our assignee. There will be no deductible and the coverage will include protection for earthquakes, floods and employee theft. We will pay the premium, but you must reimburse us. Each Billing Period, you must pay us with your Lease Payment the pro-rated portion of the insurance premium. At the end of the Term you must pay us any remaining portion of the premium.

10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) be your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

Equipment Delivery and Acceptance Receipt

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the Equipment leased from Pacific Office Automation, Inc. The undersigned does further acknowledge that Lessor has made no warranties expressed or implied regarding the equipment; that our obligations to Lessor or its assignees as set forth in the aforementioned lease are free of any and all claims, counter claims, defenses, or set-offs.

RE: Equipment: Ricoh 240W Wide Format Digital Copier
S/N 306030008~~8~~5

Franklin, County of (Auditors)

(Full Legal Name of Lessee)

By Zona G. Lenhart
(Authorized Signature)

Zona G. Lenhart
(Print Name of Signer)

July 31, 2006
(Date)

Amendment
(for State and Local Governmental Entity)

Agreement No. **7453617-001** dated 07/31/06.

Owner / Lessor ("We, Us"): **PACIFIC OFFICE AUTOMATION**

Customer / Lessee ("You"): **FRANKLIN, COUNTY OF (AUDITORS OFFICE)**

The term "Payment" shall mean Lease Payment, Rental Payment, or Minimum Monthly Payment, as such terms may be used in the above referenced Agreement. The term "Agreement" shall mean Equipment Lease Agreement, TotalCopy Management Agreement, Total Image Management or Rental Agreement, as such terms may be used in the above referenced Agreement.

We and you agree to amend the Agreement as follows:

1. The following is inserted as the second paragraph in Section 3 of the Agreement:

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Payments and other amounts for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Payments and other amounts due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 3 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

2. The following is inserted as the second paragraph in Section 4 of the Agreement:

PERSONAL PROPERTY TAXES. If this Agreement provides for an FMV Purchase Option or a 10% Purchase Option, (1) you hereby acknowledge and agree that as the owner of the Equipment throughout the Term we may be assessed personal property taxes, and (2) notwithstanding the fact you may be exempt from the payment of personal property taxes, you hereby agree, at our discretion to either (a) reimburse us annually for all personal property taxes which we may be required to pay as the owner of the Equipment, or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges.

3. Section 14 of the Agreement is deleted and replaced in its entirety with the following:

14. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) address. You represent that: (a) you are the entity indicated in this Agreement, (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures, (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you

within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to be your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege.

Except as specifically amended by this Amendment, all of the other terms of the Agreement shall remain in full force and effect.

This Amendment is hereby signed by duly authorized representatives of us and you as of the date of the Agreement.

Owner/Lessor/We

Error! Reference source not found.

BY: Alicia Molt

NAME: Alicia Molt

TITLE: BAM

Customer/Lessee/You

Error! Reference source not found.

BY: Zona G. Lenhart

NAME: Zona G. Lenhart

TITLE: Franklin Co. Auditor

AUTHORIZATION CERTIFICATE

I, the undersigned certify that the individual(s) who executed Agreement No. Error! Reference source not found. (the "Agreement") had at the time of execution full power and authority to execute the Agreement and that all required procedures necessary to make the Agreement a legal and binding obligation of Customer/Lessee have been followed.

I also do hereby certify that payments due and payable by Customer/Lessee under the Agreement for the current Term are within the current fiscal budget and are included within an available and unencumbered appropriation.

AUTHORIZATION OFFICIAL

(Signature and Title)



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company.

EQUIPMENT CONTRACT

No. _____

Franklin County Auditor

NAME

S 404 W Clark PO Box 1451

BILLING ADDRESS

L Pasco WA 99301

CITY STATE ZIP

T (509) 545-3536

TELEPHONE

Zona Lehart

ATTENTION

NAME

S

SHIPPING ADDRESS

1

p

444

STATE

ZIP

T()

TELEPHONE

0

KEY OPERATOR

[illegible]

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

~~CUSTOMER AUTHORIZATION~~

Lona Lemert
SIGNATURE

SIGNATURE

TITLE

DATE:

APPROVED BY PACIFIC OFFICE AUTOMATION

Chris Farris

134

1111-13

DATE _____

COPY KIT AGREEMENT

As consideration for the payment by Customer of \$ _____, Pacific Office Automation agrees to provide parts and labor service for the equipment purchased hereunder as follows:

- Replacement of all parts found defective or worn as a result of normal copier use.
- Labor to effect repairs and properly maintain the copier.
- All preventative maintenance done at intervals specified by manufacturer.
- Loaner in the event the copier requires shop work to effect repair.
- Replacement of photoconductors found defective or worn as a result of normal use.
- Replacement of heater rollers found defective or worn as a result of normal use.
- Replacement of black toner, black developer, brushes and filters.
- Factory recommended retrofits and improvements in the machine.

This agreement represents a simplified billing method and reflects a cost to you of \$ _____ per copy. Excess copies during the specified term will be billed to you at this rate on a monthly basis. Payment terms are 25% down net invoice ten days, with a 1.5% per month service charge on unpaid amounts. Not included in the Copy Kit Agreement are paper, staples and network support. If color toner is included in the Cost Per Copy / Copy Kit Agreement, the color toner will be supplied within the Cost Per Copy charge based upon the standard manufacturers yield. Excess toner will be billed at standard manufacturers retail price.

Copy Kit / Service Agreements will automatically be renewed for additional one year terms unless either party, 30 days prior to the expiration of the current term, gives 30 days written notice of termination.

WAIVER OF COPY KIT

After discussing the benefits of a Copy Kit Agreement with a representative of Pacific Office Automation, I have decided that I do not wish to have the equipment contained in this order to be covered at this time by this Copy Kit Agreement. I understand that a condition of the One Million Copy/Five Year Warranty is continuous Coverage of said equipment by this Copy Kit Agreement from time of installation.

In rejecting this Copy Kit Agreement I **WAIVE ANY RIGHTS TO THE ONE MILLION COPY/FIVE YEAR GUARANTEE.**

SIGNATURE

DATE

GUARANTEES

The Seller extends to the Buyer the following express limited guarantees under a Service Maintenance/Copy Kit Program.

1. **STANDARD LIMITED WARRANTY:** Pacific Office Automation warrants new equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photoconductors, heat rollers, user, cleaning kits, toner, developer or paper. For purposes of this paragraph, new equipment shall be defined as equipment with up to 5,000 copies. Used equipment will receive a 30 day warranty.
2. **LIMITED COPY GUARANTEE:** Provided the equipment purchased herunder is continuously maintained under Pacific Office Automation Copy Kit Service Agreement, Pacific Office Automation extends the following express limited warranty: (1) your new high speed copier (in excess of 30 cpm) will last 1,000,000 copies or five years; (2) Segment One copiers (10-20 cpm) will last 500,000 copies or five years; and (3) Segment Two copiers (21-30 cpm) will last five years or 750,000 copies.
3. **RESPONSE TIME WARRANTY:** Pacific Office Automation guarantees four (4) hour average response time for emergency services for machines that are within 50 miles of our branch offices. If Pacific Office Automation does not perform the guaranteed response time for a period of one year, upon written request, you will receive a five percent (5%) credit toward your next service or supply purchase from Pacific Office Automation.
4. **LIFETIME POWER PROTECTION GUARANTEE:** If a Pacific Office Automation Power Filter is included in this agreement, repairs to damage caused by power surges and/or lightning will be covered.
5. **UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all new equipment purchased hereunder continuously covered under a Pacific Office Automation Copy Kit Service Agreement, we will guarantee a trade-in value on new equipment sold by Pacific Office Automation up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.
6. **DISCLAIMER:** Except as specifically provided herein, Seller disclaims all warranties, expressed or implied, including without limitation, all implied warranties of merchantability or fitness for a particular purpose. Equipment subject to a manufacturer's warranty. Under no circumstances will Pacific Office Automation be responsible for any consequential or incidental damages.

GENERAL TERMS & CONDITIONS

- (1) Unless provided, the terms of sale are 10 days net. Seller agrees to provide reasonable assistance to finance the purchase of the equipment and Copy Kit / Service Agreement, however, Buyer understands and acknowledges such financing cannot be guaranteed by Seller. Buyer shall be ultimately responsible for payment of purchase price. If not provided, the purchase price is the Manufacturer's suggested retail price of the equipment and/or solutions plus any lease buyouts, delivery charges, installation charges, and the total service/supply/copy kit commitment.
- (2) If equipment is delivered to Buyer before final payment, Buyer grants to Seller a security interest in the equipment and agrees to excuse and deliver all documentation necessary to perfect such security interest.
- (3) If Buyer defaults in the payment of the purchase price as provided herein, Buyer agrees to pay to Seller, a service charge of 1.5% per month and all of Seller's attorney's fees and collection costs, even if no suit or action is filed.
- (4) The sales price herein includes the initial installation of the manufacturer's software onto Buyer's computers. Prior to such installation, Buyer shall perform and complete a system backup. Seller shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. The Buyer shall be solely responsible for the cost of any cables and additional hardware required to connect equipment to a network. Seller shall not be responsible for any updates or problems arising after the initial installation due to a change in Buyer's computers and/or network.

CHANGE OF STATUS

Please enter the following change(s) as of: _____

Name CURTIS GILESEmployee payroll # GIL Social Security # _____

	FROM	TO
Job Title		BUILDING INSPECTOR
Dept # & Title		
Budget Line Item #		
Grade - Step / Hourly Rate		G 45 S 14 \$4,019 / MO \$2,009.50/Semi-Monthly \$23.19 /HR

REASON FOR CHANGE:

- ☒ Hired
☒ Regular Full Time
☐ Temporary Full Time
☐ Regular Part Time
☐ Temporary Part Time
☐ Seasonal
☐ Rehire
☐ Promotion
☐ Demotion
- ☐ Transfer
☐ Length of Service Increase
☐ Merit Increase
☐ Re-evaluation of Existing Job
☐ Resignation
☐ Retirement
☐ Layoff
☐ Discharge

☐ Leave of Absence to: _____ Date _____

- ☐ Family Leave
☐ L&I Leave

Other reason or explanation: Two to three year position.Building Inspector for the City of Connell Dept of Corrections new facility constructionThirty plus years experience.Begin date will be mid-July 2006Authorized by:  Approved by: _____

Reviewed by Human Resources Department: _____ Initial /Date _____

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

Revised 6/2002

FRANKLIN COUNTY RESOLUTION NO. 2006 287**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON**

**RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE A HEWLETT
PACKARD LASERJET 1320n PRINTER FOR THE COMMISSIONERS OFFICE
and
INTER BUDGET TRANSFER IN THE AMOUNT OF \$430 FROM THE NON-
DEPARTMENTAL BUDGET, NUMBER 001-000-700, LINE ITEM 519.90.10.0001
(CONTINGENCY RESERVE) TO THE CAPITAL OUTLAY BUDGET, NUMBER
001-000-710, LINE ITEM 594.00.64.3501 (COMPUTER HARDWARE)**

WHEREAS, the County Administrator notified the Board of the need to purchase a desktop printer for the new office for the Clerk to the Board; and

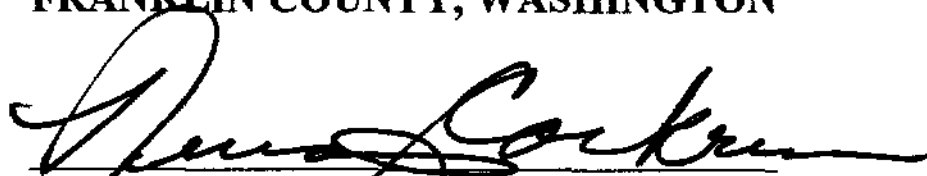
WHEREAS, the Information Services department received a quote for an HP LaserJet 1320n printer in the amount of \$425.55, including tax; and

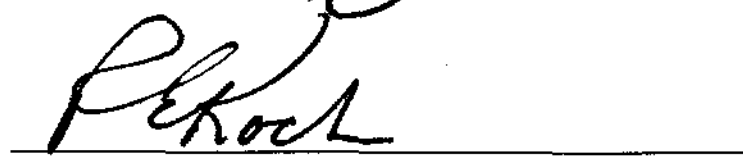
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes Information Services to purchase an HP LaserJet 1320n printer for the Commissioners Office and authorizes an inter budget transfer in the amount of \$430 from the Non-Departmental Budget, Number 001-000-700, line item 519.90.10.0001 (Contingency Reserve) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) to pay for said printer.

APPROVED this 5th day of June 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
Information Services

cc: Accounting
Commissioners Inventory File