### Agenda Summary Report (ASR)

**Franklin County Board of Commissioners**

<table>
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<tr>
<th>DATE SUBMITTED: 10/21/2019</th>
<th>PREPARED BY: Carlee Nave</th>
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<tbody>
<tr>
<td><strong>Meeting Date Requested:</strong> 10/29/2019</td>
<td><strong>PRESENTED BY:</strong> Carlee Nave</td>
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<tr>
<td><strong>ITEM:</strong> (Select One)</td>
<td>☑ Consent Agenda</td>
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#### SUBJECT:
Approval of 2020-2021 Contract with The Wesley Group

#### FISCAL IMPACT:
$48,000 annual retainer, plus clerical, postage, and copying costs as required.

#### BACKGROUND:
The labor and HR consulting relationship with The Wesley Group began in October 2015, and this relationship continues to be valuable for the County. We are requesting approval of a contract for continuation of services through 2021 as enabled by the attached contract. The monthly cost for services for the duration of the contract is the same rate the County paid in 2019.

#### RECOMMENDATION:
HR, PA, and the County Administrator recommend approval of the contract as presented.

#### COORDINATION:
HR partnered with Jen Johnson, Chief Deputy Prosecuting Attorney/Risk Manager regarding the quality of services provided by the Wesley Group as well as the recommended term of contract. Given the current activity in the realm of labor relations as well as upcoming collective bargaining agreement expirations, the 2-year term for the 2019 price appears to be in the best interest of the County. Keith Johnson, County Administrator, has reviewed the contract and supports the recommendation.

#### ATTACHMENTS:
- Resolution
- Contract

#### HANDLING / ROUTING:
(Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)
Thomas Westerman

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I certify the above information is accurate and complete.

[Signature]
Carlee Nave, HR Director

Revised: October 2017
FRANKLIN COUNTY RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

2020-2021 CONTRACT WITH THE WESLEY GROUP

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 ensure 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 contract as being in the best interest of Franklin County.

NOW, THEREFORE IT IS HEREBY RESOLVED the attached contract between Franklin County and The Wesley Group effective January 1, 2020 through December 31, 2021 is hereby approved by the Board.

DATED this _____ day of _________, 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

________________________________________
Chair

________________________________________
Chair Pro Tem

ATTEST:
________________________________________
Member

______________________________
Clerk of the Board
FRANKLIN COUNTY
AND
THE WESLEY GROUP

CONTRACT FOR PROFESSIONAL SERVICES

This contract entered into between Franklin County, hereinafter called "County", and The Wesley Group, hereinafter called "Contractor", is effective as of January 1, 2020. For and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

The Contractor shall perform as principal spokesperson for the County in bargaining all labor agreements with represented County units. Services shall include development of bargaining plans, drafting of proposals, advice and recommendations to County officials and administrative staff, and if at all possible, bring the negotiations to their conclusion resulting in working contracts between the County and the interested bargaining units. The Contractor further agrees to represent the County on an as-needed basis in providing personnel/human resource management advice, contract interpretation, in grievances, arbitrations and in hearings, if any, before the Public Employment Relations Commission. The Contractor additionally agrees to represent the County in all PERC or other labor and/or employment mediations.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

The County shall support the bargaining effort by providing parameters; reasonable assistance in preparation for bargaining; financial and clerical support as is mutually determined to be necessary (onsite typing, copying, etc.).

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the County shall pay the sum of $4000.00 per month, for 24 months beginning January 1, 2020 and ending on December 31, 2021. Clerical, postage and copying costs shall be reimbursed at actual cost.

ARTICLE IV - HOLD HARMLESS

The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.
ARTICLE V - INSURANCE

The Contractor shall maintain professional liability insurance with a minimum limit of one million ($1,000,000) dollars. In no case shall the Contractor’s professional liability to third parties be limited in any way.

ARTICLE VI – INDEPENDENT CONTRACTOR

The Contractor hereunder shall act in an independent capacity and not as an officer or employee or agent of the County in the performance of this contract.

Contractor, in its selection or hiring of vendors, suppliers, employees and contractors to provide products, equipment and/or services pursuant to this Agreement, shall not discriminate on the grounds of race, color, religion, creed, national origin, age, marital status, sex, sexual orientation, disability, military status, or handicap. The Contractor shall comply with all federal, state, and local non-discrimination laws and requirements.

ARTICLE VII – WAIVER

No term or condition or the breach thereof shall be deemed waived except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term or condition. Neither the acceptance by the County of any performance by Contractor after the time the same shall have become due nor payment to Contractor for any portion of the work shall constitute a waiver by the County of the breach or default of any term or condition unless otherwise expressly agreed to by the County in writing.

ARTICLE VIII – SEVERABILITY

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

ARTICLE IX - TERM OF CONTRACT

This contract shall be effective for the period beginning with January 1, 2020 through December 31, 2021.
ARTICLE X – MODIFICATION

Nothing in this Agreement shall prevent either party from negotiating modifications to this agreement, however, any such modifications shall be in writing and signed by both parties.

Contractor

Kevin Wesley
The Wesley Group

Date 10/17/2019

Franklin County

Chairman – Board of County Commissioners

Date

Approved as to Form:

Prosecuting Attorney’s Office

10/15/19