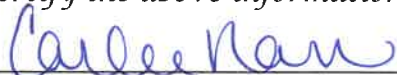


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 8/5/2021	PREPARED BY: Carlee Nave
Meeting Date Requested: 8/24/2021	PRESENTED BY: Carlee Nave
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Approval of 2022-2023 Contract with The Wesley Group	
FISCAL IMPACT: \$54,000 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 2023 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. The rate for the new contract has been increased by \$500/month due to the increased labor activity for the County, specifically the addition of two new bargaining units and multiple grievances/arbitrations out of the Sheriff's Office. This is the first time the rates have changed since we began contracting with The Wesley Group in 2015 and the annual retainer is still a much lower cost than it would be to add a labor attorney position (minimum \$85,000 annual cost to start).	
RECOMMENDATION: Recommend approval of the contract as presented.	
COORDINATION: When a new contract term was requested, K Wesley of The Wesley Group proposed a one year contract with an increase of \$500/month. HR requested a two year contract to lock in the new rate for a longer period, and K Wesley agreed. Given the current activity in the realm of labor relations as well as upcoming collective bargaining agreement expirations, the 2-year term with a minimal price increase appears to be in the best interest of the County. J Johnson, Chief Civil Deputy Prosecuting Attorney/Risk Manager, approved the contract as to form and supports the renewal for the services. Keith Johnson, County Administrator, has reviewed the contract and supports the recommendation.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution 2. Contract	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Thomas Westerman	

I certify the above information is accurate and complete.



Carlee Nave, HR Director

FRANKLIN COUNTY RESOLUTION _____

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

2022-2023 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, 2022 through December 31, 2023 is hereby approved by the Board.

DATED this _____ day of _____, 2021.

**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, 2022. 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 (on-site typing, copying, etc.).

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the County shall pay the sum of \$4500.00 per month, for 24 months beginning January 1, 2022 and ending on December 31, 2023. 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, 2022 through December 31, 2023.

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

Franklin County



Kevin Wesley
The Wesley Group

Chairman – Board of County
Commissioners

7/29-2021

Date

Date

Approved as to Form:

 7/30/21

Prosecuting Attorney's Office