

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 3, 2005

The Honorable Board of Franklin County Commissioners met on the above date.

Present for the meeting were Frank H. Brock, Chairman; Bob Koch, Member; Fred Bowen, County Administrator; and Patricia Shults, Pro-Tem Clerk to the Board. Chair Pro Tem Neva J. Corkrum was absent for a doctor's appointment.

OFFICE BUSINESS

Consent Agenda

Motion - Mr. Koch: I do make the motion to accept the consent agenda as listed:

1. Approval of **Resolution 2005-001** for the Franklin County Board of Commissioners to authorize and award the employees referenced in Attachment "A" additional days of vacation to be used at their discretion in the year 2005 for 2004 safe driving, length of service and attendance. (Exhibit 1)
2. Approval of **Resolution 2005-002** for an intra budget transfer in the amount of \$230 within the **2004** Current Expense County Agent Budget, Number 001-000-020, from line item 571.21.45.0001 (Oper. Rentals & Leases) to line item 571.21.49.0000 (Misc. - Dues and Subscriptions). (Exhibit 2)
3. Approval of **joint Resolution 2005-003** in the matter of the request for signature from the (Chairman of the) Boards of Benton and Franklin County Commissioners on a contract amendment modifying Benton County Resolution 02-139 executed on February 13, 2002 and Franklin County Resolution 2002-126 executed on April 1, 2002 between the Juvenile Justice Center and J&J Security, Washington, commencing January 1, 2005 and terminating December 31, 2005. (Exhibit 3)
4. Approval of **joint Resolution 2005-004** in the matter of the request for signature from the (Chairman of the) Boards of Benton and Franklin County Commissioners on the County Program Agreement (No. 0463-63623) between the Juvenile Justice Center and the State of Washington, Department of Social and Health Services, Juvenile Rehabilitation Administration, to provide for a drug court counselor through the Juvenile Accountability Block Grant (JABG), for a term commencing September 1, 2004 and terminating August 31, 2005. (Exhibit 4)
5. Approval of **Resolution 2005-005** for an intra budget transfer in the amount of \$1,000 within the **2004** Current Expense Child Support Enforcement Budget, Number 001-000-500, from line item 515.80.31.0000 (Office & Operating Supplies) to line item 515.80.41.0001 (Professional Services). (Exhibit 5)

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6. Approval of **Resolution 2005-006** for intra budget transfers totaling \$3,406 within the **2004** Current Expense Sheriff's – Communications Budget, Number 001-000-560, as follows:
 - ✓ \$500 from line item 528.00.20.0006 (Schooling) to line item 528.00.42.0000 (Communication).
 - ✓ \$390 from line item 528.00.20.0007 (Uniforms) to line item 528.00.42.0000 (Communication).
 - ✓ \$1,350 from line item 528.00.43.0000 (Travel) to line item 528.00.42.0000 (Communication).
 - ✓ \$1,166 from line item 528.00.48.0000 (Repairs & Maintenance) to line item 528.00.42.0000 (Communication). (Exhibit 6)
7. Approval of Franklin County Public Works Motor Vehicle Fund payroll in the amount of \$9,283.26 and County Road Fund payroll in the amount of \$62,037.13.

Second by Mr. Brock. 2:0 vote in favor.

Sharon Paradis joined the audience.

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of Salary Clearing payroll in the amount of \$500,571.94: warrants 36153 through 36258 for \$162,495.49; warrants 36259 through 36269 for \$147,041.38; and Direct Deposit in the amount of \$191,035.07; for a total of \$500,571.94. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 7)

The following amounts are also included on the cover sheet:

Emergency Management Payroll warrants 6795 through 6821 for \$2,504.36; warrants 6822 through 6830 for \$3,166.02; and Direct Deposit for \$5,878.39; for a total amount of \$11,548.77; and

Irrigation Payroll warrants 10483 through 10496 for \$5,501.94; and warrants 10497 through 10504 for \$2,969.10; for a total amount of \$8,471.04.

Animal Control

Mr. Brock indicated he received a call from a lady that lives in Clark Addition. They have dogs running in packs and the County has nothing outside of the urban growth boundaries, except for dangerous dogs, for controlling the situation.

Mr. Bowen agreed. He pointed out that the Board did place \$1,000 into the animal control budget for 2005, which is for dangerous dogs. If the Board wants to call

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Animal Control to take care of problems in Clark Addition, they probably could. They are set up to receive so many dollars an hour plus milcage. Weekends would be overtime.

Mr. Brock asked if there was any way they could address areas where the population is concentrated. He doesn't mean the five-acre tracks, but Clark Addition has one-acre tracks. Basin City is the same way. Kau Trail would be another one and there are probably others.

Mr. Bowen met with them (Tri-City Animal Control) several times last year and they want us to sign contracts to help with the animal control, for animals that are outside the city limits. We've been the ones not interested in contracting with them because of the cost involved. We wanted Tri-City Animal Control to just maintain the dangerous dog problem.

Mr. Brock indicated he didn't disagree and he understands what Mr. Bowen is saying. But would there be any way we could address that through some kind of a fee basis for people in those areas? They're different than a person who lives on a farm. Those people are in concentrated areas.

Mr. Bowen indicated Tri-City Animal Control has not signed the contract. The contract basically handles "per event occurrence," so Tri-City Animal Control is not guaranteed to receive any dollars throughout the year unless their service is required.

Mr. Brock asked if there was any way we could require licensing in selected areas. Mr. Bowen indicated the Board could require licensing. Mr. Koch asked if there were any codes for loose dogs. Mr. Bowen indicated no. And Code Enforcement can't enforce anything, because the Board lifted all the regulations regarding dog licensing. The only thing the county has is the dangerous dog funding.

Mr. Brock said that was the best thing from the County's standpoint, but from the citizens' standpoint, they have dogs running loose. We need to somehow come up with something that will address those individual problems.

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Mr. Bowen suggested meeting with Ryan Verhulp, Chief Civil Deputy Prosecuting Attorney, and ask about the feasibility of requiring dog licenses in high density areas.

Mr. Brock indicated that if Tri-City Animal Control didn't want to sign the contract we would look for someone else. Mr. Bowen indicated that Bruce Young, owner of Tri-City Animal Control, wanted Benton and Franklin Counties to hire a person to ride a truck, and that would be our cost for having service done in Franklin County. Mr. Young thinks that the cost would be split between Benton and Franklin County 25%-75%. Right now we have the best of both worlds, as we only pay for dangerous dogs. However, Mr. Young's problem is, and Mr. Bowen can't disagree with him, people are taking dogs from within the county over to Animal Control. Mr. Young tells them he doesn't have a contract with the county and that they need to take the dog back. The people then drive out to the end of the parking lot and drop them off. Then Animal Control has to pick them up anyway. Mr. Bowen feels it is irresponsible for the County to not have something in effect because we do have problems.

Mr. Brock agreed. The dogs get out and run in packs and they can be dangerous. The dog may be a good dog at home, but when you put him in a pack, it's altogether a different story.

Mr. Bowen indicated if the Board would do as Mr. Young suggested, the County would be looking at about \$25,000 a year, by the time you take care of salaries and benefits and vehicles.

Mr. Brock said that if the Board does address this, there should be some fee attached to that area, in other words if people in designated areas have dogs and the County requires some kind of licensing.

Mr. Bowen indicated he would meet with Mr. Verhulp and come back to the Board.

JUVENILE JUSTICE CENTER (JJC)

JJC Director Sharon Paradis met with the Board.

2005 Budget

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Ms. Paradis thanked the Board for their continued support with respect to the budget. She knows how difficult it's been, what a balancing act they've been through, and the trials and tribulations. She appreciates the consideration the Board gave to the JJC.

Ms. Paradis thanked the Board for agreeing to allow, through negotiations, Benton County to allow a one-time salary adjustment for Juvenile staff, should they have dollars available unexpended at the end of last year.

Mr. Bowen asked if he could clarify that statement. It's not really salary adjustment. It's a one-time contribution. Ms. Paradis agreed. It will not impact the salary. It's a one-time payment that will not increase long-term salaries.

Kitchen Contract

The Board may recall that during the initial look at budget decreases for JJC, they looked at a couple of options for food services, one of which was to piggyback onto the Benton County jail contract. The other one was a potential contract with Meals-on-Wheels, but they decided it would not give us enough of a cost savings to justify moving their operation at this point in time. They are still working with the jail contract and hope to have that in place within a couple of weeks. They will take it to the Benton Board for signature, because this is a contract just with Benton County.

Mr. Brock said that he recalls it was quite a savings involved. Ms. Paradis confirmed that it had been reduced. In negotiating with the jail, the jail wanted some dollars back for the cost of wear and tear on their equipment. There are essentially no dollars for this project going into the jail. It's strictly a contract between the JJC and the provider, but they will be using the jail facilities. So they negotiated with the sheriff, that if it comes to volition, they would pay \$1,000 a month to the jail for kitchen services. It will be about a \$12,000 impact, but still a substantial savings over what they were looking at.

Mr. Brock asked, what kind of savings are you looking at? Ms. Paradis said she was thinking about \$70,000. Mr. Brock asked if that was including the impact of the \$12,000. She indicated she believed that was correct. They haven't put final numbers

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together yet. That number is probably not as conservative as it could be. If they do this, then they would be looking at temporary help in the kitchen to serve the food. They won't need cooks, but it may be difficult to maintain a crew because it's like relief workers. She's a little bit worried about that.

Mr. Brock indicated there were a lot of people that want part-time work. Ms. Paradis said she is hoping that is true. One of the things she found with relief work is that they've had difficulty maintaining people over a period of time. The ups and downs can be difficult.

Mr. Brock asked how many hours a day was she looking at. Ms. Paradis indicated they have to cover seven hours a day: two people for each the morning and noon meal and three for the evening meal, as they will have kitchen cleanup.

Mr. Brock said that older citizens would be a lot more consistent at showing up and may be looking to supplement their income, whereas a young person may be looking for another job soon after.

Mr. Koch asked if Coyote Ridge inmates can help with something like this. Ms. Paradis said she is reluctant to do that, because they are inside a secured detention facility and it would require more supervision. They did have an offer from the jail to use some of their inmates, but she was concerned with mixing the population. They would still have an issue with supervision, because they will not have a lot of direct supervision for these employees.

Mr. Bowen indicated that he was under the impression that there could be absolutely no contact between an adult inmate and a juvenile. Ms. Paradis confirmed. She said even though the contact under these circumstances would be incidental, it still causes her a lot of concern. And she doesn't want to risk their funding on that basis.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Hours of Operation for Franklin County Offices

Mr. Bowen explained that the resolution needs to be rescinded in order to clarify that offices will remain open during the lunch hour. The last resolution closed the offices

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during lunch but the new resolution shows the offices open from 9:00 am to 4:00 pm.

The Board agreed.

Motion - Mr. Koch: I make the motion to approve Resolution 2005-007 to rescind Resolution 2004-581 and approve hours of operation for Franklin County offices to the public effective January 3, 2005. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 8)

Mr. Koch asked if all the doors would be locked until 9:00 am or just the office doors. Mr. Bowen explained that the annex (outside) doors would be opened at 9:00 am and locked at 4:00 pm. At the Public Safety Building, the outside doors will be unlocked at 8:30 am and locked at 5:00 pm to accommodate the jurors. The courts will not close down even though the internal offices will not open until 9:00 am.

Personal Automobiles

Mr. Bowen explained about the reimbursement for the use of personal automobiles for official travel for the Franklin County Commissioners and Prosecuting Attorney. Reimbursement for the vehicles is set on an hourly basis. The hours fluctuate from month to month, so what we propose is to give the Board members twelve consistent payments of \$204 per month, which throughout the year will balance itself.

Mr. Brock indicated to Mr. Koch that the Commissioners adjusted their salary but brought down the travel allowance so the Board would be no higher than they were last year, due to the fact that the other elected officials did not get a raise. This way they are consistent.

Motion - Mr. Koch: I make a motion for approval of Resolution 2005-008 to rescind Resolution Number 2000-167 and approve reimbursement for the use of personal automobiles for official travel for the Franklin County Commissioners (District 1, District 2 and District 3) and the Prosecuting Attorney. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 9)

Bi-County Superior Court Salaries

Mr. Bowen discussed the resolution adopting the bi-county Superior Court salaries for judges, commissioners and non-bargaining personnel. He indicated that Mrs. Corkrum had problems with the percentages.

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Mr. Brock asked if there was any movement among them to not accept a raise. Mr. Bowen indicated they will receive the one-time contribution also, with Benton County, so they will not receive a raise. The contribution will go for all bi-county departments, which will include the Health Department, Superior Court and Juvenile.

Mr. Bowen discussed cash carry-over and how the contribution will not go towards increasing salaries.

Mr. Bowen said the dollar amount in the resolution does match our budgeted amount but he suggests the Board not sign the resolution until Mrs. Corkrum has it settled in her mind.

Mr. Brock asked, is the dollar amount going to stay the same? Mr. Bowen said that if Mrs. Corkrum's concerns are met, it could possibly reduce the dollar amount.

Mr. Brock asked Mr. Bowen to explain her concerns a little more. Mr. Bowen indicated Mrs. Corkrum is concerned that they are billing us for salaries for people that work strictly for Benton County. Mr. Brock asked how the Board could address this issue. Mr. Bowen's recommendation is that Mrs. Corkrum meet with Superior Court Administrator Pat Austin and the two of them work it out.

Mr. Brock indicated that with all due respect to Mrs. Corkrum, he doesn't disagree with what she's saying, but he doesn't think she needs to act as emissary with Ms. Austin. Mr. Brock suggested that Ms. Austin be scheduled to meet with the Board when the full Board is available to discuss the issue so everyone can understand what's happening.

Courthouse Renovation Pictures on Website

Mr. Bowen indicated that there had been a request from a member of the Board for the Courthouse restoration photos to be placed on a web site. Information Services Director Kevin Scott requested a quote. Right now there are over 1,000 pictures showing the progress of the Courthouse. If they took those photographs and just placed them on the web site without doing any organization of the photographs, the cost would be about \$800. If there is going to be organization of the photographs by month, by week, by day, the cost would be about \$2,400.

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Mr. Bowen said he would hate to do that because that would be money thrown into something that will not be maintained.

Mr. Koch asked who would access the site. Mr. Bowen indicated the general public would have the ability to view all the photos to see how the Courthouse is coming along.

Mr. Brock indicated it would be nice to have, but for \$2,400 he questions the benefit that would be derived from it. Mr. Bowen agrees. It would be nice to have it but with the financial problems we're having he doesn't recommend it. He knows that Mrs. Corkrum was adamant that she wanted to have this done. If the Board is going to do it, he recommends paying the \$800 as a one-time cost, rather than go with the \$2,400 and try to maintain the site, other than adding the new photos.

Steve Lowe, Jerrod MacPherson and Greg Wendt joined the audience.

Mr. Brock questions spending even \$800. He indicated that since Mrs. Corkrum is interested in the subject that Mr. Bowen bring it back to the Board when she is available.

Grand 'Ole Fourth Celebration

Mr. Bowen wanted to update the Board on the Grand 'Ole Fourth activities, because if there is any point that the Board is having difficulty with he would like to know right away so he can take it back to the group.

Last week the group (Paul Whitemarsh for the City of Pasco, Mr. Bowen for the County, Ray Ritari, and Dan Blasdel) met and laid out the series of events that would happen during the Grand 'Ole Fourth, as they see it. They don't have contracts in place because they don't have approval to move forward. Projected revenues and expenditures are estimated at \$161,175.

Mr. Bowen thought the Grand 'Ole Fourth has potential to be 25% the size of the Benton Franklin Fair. So that is what the budget is based on, 25% of the gate admission fee. His numbers came out at \$171,000 based on 25%. Mr. Ritari went back to the events that are planned at the TRAC Facility and compared the revenues with the revenue he had actually had with different types of shows. We're partnering with promoters to

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pay for the big entertainment acts. The expenses we would have would be for grounds and some of the entertainment we're bringing in to keep activity going the whole time.

Mr. Brock asked if we were in agreement with the City to split the cost.

Mr. Bowen indicated we were. Mr. Brock asked if we had a contract with them.

Mr. Bowen indicated we do not. Right now everything is verbal. Mr. Brock would like a written agreement. Mr. Bowen said that would not be a problem.

Mr. Brock indicated he was pleased that they were looking at only \$80,000 apiece. Mr. Koch agreed. The original numbers Mr. Koch saw were much greater. Mr. Bowen said the original numbers he quoted were \$400,000, which was based upon the Othello Fair. They didn't know what would transpire to get us to the point we're at now, but he heard loud and clear that the Board wanted to keep it as cost-efficient as possible. What has really helped us is bringing outside promoters in that will actually use the building. The County's percentage of the take will be from the gate and parking fees.

Mr. Brock said he thought what they've done is great. He asked Mr. Koch if he had seen the mural Mr. Bowen has in his office. He has it drawn out and laid out pretty much to scale.

Tim Fife joined the audience.

Mr. Brock asked Mr. Bowen to relinquish his time to the gentlemen in the audience.

COUNTY ENGINEER

County Engineer Tim Fife, Prosecutor Steve Lowe, Planning and Building Director Jerrod MacPherson and Assistant Planner Greg Wendt met with the Board.

Corps of Engineers

Executive Session at 9:48 am regarding potential litigation expected to last ten minutes.

Open Session at 10:02 am.

Motion - Mr. Koch: I make a motion to allow Tim Fife to author a letter and to add in the archaeologist sentence and to forward said letter to homeowners in question. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 10 - consisting of 19 letters)

Vouchers

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Motion - Mr. Koch: I make a motion to accept the vouchers for County Road Fund for \$7,562.06; Probation Work Crew for \$360.00; and Motor Vehicle and Public Works Equipment Funds for \$13,608.94. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 11)
Inter-Fund Loan

Mr. Fife indicated there is a loan between Motor Vehicle Fund and County Roads and he would like the Board to authorize continuing the loan.

Motion - Mr. Koch: I make a motion to allow the inter-fund loan from County Road Fund to Motor Vehicle Fund. (This is Resolution 2005-009.) Second by Mr. Brock. 2:0 vote in favor. (Exhibit 12)

STP Allocation Fund

Mr. Fife indicated he plans to attend a meeting on Friday regarding the Surface Transportation Program (STP) Allocation Fund. The committee will go over the proposal, but there has been a new proposal added.

Mr. Brock asked if the proposal was added by us or somebody else. Mr. Fife indicated it was brought up by Mark Kushner but everyone agreed that it was probably the way to go, which gives us what we've been after. It gives us what Walla Walla has; the funds would go to the counties to distribute. In other words, Franklin County would need to distribute funds to the City of Pasco, Port of Pasco, and all the small cities. It eliminates all the politics that have been going on with the other side of the river and the funds are staying inside the boundary.

Mr. Fife indicated the City of Pasco does not like the strings attached to the federal funds. The City would prefer cash and if the County did cash them out it could possibly be paid 90 cents on the dollar.

Stop Signs

Mr. Brock asked if Mr. Fife had any dealing with Bob Albert of City of Pasco staff regarding stop signs. The stop sign they have on Road 68 coming in on the corner of Sandifur Road and Road 68, by the new complex, is really tying up traffic.

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Mr. Brock indicated the sign at Burden Road is fine. If you get traffic coming in and trucks hauling stuff at a 45-miles-per-hour speed limit, it allows more time for traffic going east and west and they're coming in at 30 or 35 miles per hour.

Mr. Fife indicated he would talk to the City of Pasco on the Commissioners' behalf.

CRP 555 – Dashiell Ranches

Mr. Fife indicated they signed an Administrative Offer Summary with Dashiell Ranches, CRP 555, which is property at Glade North and Fir Road. There was a mistake in the description, so we need to revise it.

Mr. Fife would recommend offering Dashiell Ranches a total of \$11,670, of which \$9,000 was for damages to their fence.

Motion - Mr. Koch: I make a motion to authorize payment of the Administrative Offer to Dashiell Ranches, Inc., for Glade North & Fir Road, totaling \$11,670. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 13)

Juniper Dunes Wilderness

Mr. Fife discussed the letter sent to Commissioner Corkrum, copied to him, regarding the Juniper Dunes Wilderness and the Juniper Dunes off-highway vehicle area. Mr. DeRuyter bought property along Peterson Road. ORVs have been going through his field, doing damage. They've been telling everyone that it is a private road and he doesn't know why they're showing it as the entrance, unless you have agreements with the property owner. He doesn't understand why they spent so much money on the one parcel, especially when they do not have a legal right to get there in the first place.

Now that this has become a county road, the Department of Interior wants to work with us. Mr. Fife's concern is, particularly on the first mile that is used by the people that live there, we're not interested in maintaining a gravel road. Once you get past where those people live, then you may want to consider a gravel road. But then it gets down to who will maintain it and the cost associated with maintenance. He feels if the County is going to enter into this, we should have some sort of maintenance agreement if they want it to be a county road, either that or pave it all the way through.

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Mr. Bowen asked how many miles were included. Mr. Fife believes it is a little over two miles. Mr. Bowen stated that, after reading the letter, they're pushing it.

Mr. Fife said that if they can come up with the funds to pave the whole thing, that would be the way to go. He's not against that. He welcomes meeting with them.

Mr. Bowen indicated they did mention some funds in their letter, which caught his attention. Mr. Fife said, if he was referring to the IAC funds (Interagency Committee for Outdoor Recreation), you can not use IAC funds for county roads. He found that out on another project.

Mr. Brock asked if there would be an exception for providing access to a recreational site. Mr. Fife said he will ask. He's fairly sure they will not pay for something that will be a county road function.

Mr. Brock asked what other access was available for going over private property. Mr. Fife indicated that when you go to the Department of Interior web site, they show it as the legal access. They've been doing it for years. He has mentioned numerous times that it was not a county road, that it was a private road. He also offered to sit down with them to try to work out what the costs would be and how it would all work.

Mr. Brock suggested Mr. Fife meet with them first before he contact IAC. Then that will give him something to come away from the meeting with in order to call a second meeting.

From Mr. Fife's stance, we do not want to accept something that is going to be a maintenance burden for the County. We have enough gravel roads that need to get paved, rather than taking on more gravel roads.

Mr. MacPherson joined the audience.

Mr. Koch stated that there is nothing on the end of that road to benefit Franklin County. Mr. Fife stated that his stance, with the Board's blessing, is to pave the first mile. That's where all the traffic is. Beyond that, they can provide projections on how many vehicles will actually use the road. And if they want to enter into a maintenance agreement beyond that, that would be fine.

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Mr. Brock request that Mr. Fife meet with them. Mr. Fife asked if Mr. Bowen wanted to meet too.

Mr. Bowen asked if it was feasible to have an honor system for people to pay, so the road would be paid for in time, like they used to do for boat ramps. It would be like a toll road to help fund it.

Mr. Fife stated that the property owner is exercising their right not to have people cut across their property.

Mr. Bowen will prepare a letter to the Department of the Interior, with a copy to Mr. Fife.

Mr. Bowen asked what it would take to prepare a rough estimate on what it would cost. Mr. Fife indicated that the problem with a rough estimate, there are two issues that will be very costly. Mr. Peterson's irrigation line goes down the middle of the road, and he really doesn't want a main line going down the center of the road. So you're talking about relocation of the line. Then you have damage issues. He could provide a good estimate on what it would cost to build it.

Mr. Brock asked if the road went in straight. Mr. Fife indicated it does. Mr. Brock said the other item could be addressed. Mr. Fife indicated the right-of-way is also a problem. Mr. Brock indicated that somebody may be willing to donate the right-of-way to solve the problem. That may not be as big an issue as Mr. Fife thinks.

Mr. Fife said the group out of Wisconsin that bought the Peterson property is willing to work with him on the right-of-way, but it will cost the County some money.

Mr. Brock asked Mr. Fife to proceed.

PLANNING & BUILDING

Mr. MacPherson provided the Board with an update regarding the fire marshal position.

He sent a research request to Municipal Research and Service Center (MRSC) to their legal counsel. Their attorney responded via email and indicated that cities, towns and counties are not required to have a fire marshal but they have to have a fire code official, someone who can interpret the fire code.

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Mr. Brock indicated he thought the only reason we hired a fire marshal was because the City had the contracts and we thought we were required. Mr. MacPherson indicated there was a catch, in that the county doesn't have to have a fire marshal per se, but you have to have somebody to investigate fires, whether you contract with somebody or have somebody on staff. MRSC indicated that we could contract with an outside entity, like the fire district or the chiefs, or appoint each chief as the fire marshal for that district to perform fire investigations. So Franklin County doesn't have to have a fire marshal, but we do have to have somebody to do fire investigations.

Mr. MacPherson indicated his thinking on it is to have Code Enforcement Officer Jim Cherry, with his extensive background in the codes, be the fire code official, meaning that he reviews and interprets the fire code and makes recommendations on building applications, ingress, egress, in-house plans, but when there is an actual fire that somebody has to investigate, Mr. MacPherson's first thought is to contract with someone on an hourly basis as needed.

Mr. Brock asked Mr. Koch's opinion. Mr. Koch agreed that was the best way to handle the situation without a lot of expense to the county. It might be worth talking with Les Litzenberger, Chief of Fire District 3.

Mr. Koch stated years ago we used to have the Washington State Fire Service that all came out of Olympia. That was dropped and then we fell under the Washington State Patrol, with the fire marshal as an employee of the State Patrol. They broke the state into nine regions, and we are in Region 8. When they broke the state into regions, they gave each entity \$30,000 to start their own fire service. So Region 8 is the southeast corner of the state, consisting of nine counties. Region 8 does have a fire investigation team that Mr. Litzenberger would be very familiar with. So maybe we could see if that team could be requested, if we got into a large loss fire, to investigate for us.

Mr. Brock asked if Mr. Litzenberger had the qualification or the time to handle what we need. Mr. Koch indicated that he didn't know if he would. We would need to talk to him and inquire as to his qualifications and availability. On the other hand, he

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may have the information needed to find out if the Region 8 team would be available under contract.

Mr. Brock asked Mr. MacPherson to check out both possibilities and to come back with dollar figures attached.

Mr. Bowen asked if another person who is a retired fire chief would have the qualifications to do the job. Mr. Brock indicated it would be the same with Mr. Litzenberger.

Mr. Koch stated he did not know either of their qualifications. In all the arson classes Mr. Koch took, he didn't see either one of them at the classes. He stated that there is another person, Jack Coates, Benton County 1 Assistant Chief, who has the qualifications. They've met in numerous classes through the years and when he heard that Mr. Koch was elected commissioner, he called and wanted to know if Franklin County needed a fire marshal. But he was looking for a full-time position. Mr. Coates investigates for the Corps of Engineers. He was out on the Juniper Dunes fire last summer.

Mr. MacPherson stated that the County may only have a half dozen incidents, two or three, or we may have none.

Mr. Brock asked how many incidents Franklin County had last year. Mr. MacPherson said he would need to defer to Mr. Koch. Mr. Koch replied that in 2004 we may have had four incidents that needed to be investigated.

Mr. MacPherson asked how many hours were expended for each investigation. Mr. Koch indicated that an arson or death could involve quite some time.

Mr. Koch indicated that the deputy state fire marshals in each area could be used if the incident involved a death. There are options that need considering but he recommends talking to Mr. Litzenberger first. Mr. Brock agreed.

Mr. Brock asked if Mr. Cherry's job description needed to be changed. Mr. MacPherson indicated his title is sufficient as it stands, as Burn Control Officer and Code Enforcement Officer. He personally thinks it could be "other duties as assigned." Mr. Koch agreed.

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COUNTY ADMINISTRATOR (continued)

Lot 4 Land Sale

Mr. Bowen discussed the sale of Lot 4 near TRAC. He asked if the Board received the letter he copied to them, sent by Rick Smith of City of Pasco, stating that no offers of interest for the property have been received. Lot 4 is the property directly east of the parcel on Burden Boulevard. Mr. Bowen showed the Board a map to assist in discussing the location of the parcel. Detailed explanation of the property was provided.

Mr. Bowen stated that Mr. Smith recommends waiting until Wal-Mart goes in. Mr. Smith had two recommendations, to wait until Wal-Mart goes in or have another appraisal done, because Chamberlin's appraisals were \$4 to \$5 a square foot and one of the parcels sold for \$10 a square foot.

Mr. Brock and Mr. Bowen provided Mr. Koch with a brief history of the parcels the County sold.

Mr. Brock indicated that Wal-Mart was going to start construction next month and should be done by fall. It's anticipated to be opened for the Christmas season. If we wait, we won't be waiting that long. Mr. Koch agreed.

Mr. Koch asked what would prevent placing a For Sale sign on the parcel now so drive-by's can see that the lot is for sale. Mr. Bowen indicated nothing is against it. The County would need turn it back over to the City and go through the process. But the County would need to come up with the expenses for hiring an appraiser.

Mr. Brock heard that Walgreens was going in on the corner of Sandifur Road and Road 68. Mr. Bowen reminded Mr. Brock that Walgreens placed a bid for \$11.30 for the one lot but that the Board turned it down because they wanted Cousin's Restaurant and a bank there instead. It looks like Walgreens moved up a corner.

Mr. Bowen said the vision statement for the whole area is a recreational family facility. He agreed with Mr. Brock that the County should wait until Wal-Mart is constructed before they do anything with the lot.

Rotschy Inc. – Use of County Property

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 3, 2005

Rotschy Inc. asked to use County property to store their equipment while they have a construction project on 6th and Ainsworth. The property is tax foreclosed property. Mr. Bowen recommends that we allow them to park their equipment on the property. He will send a letter that states when they are done with using the property, they return it back to as-good or better condition then they found it and that they maintain dust control, etc.

Mr. Brock suggested some sort of liability letter, that anything that happens on the property, they are responsible for. Mr. Brock asked Mr. Bowen to talk to Chief Civil Deputy Prosecutor Ryan Verhulp.

2004 Miscellaneous Funds

Mr. Bowen discussed the 2004 Miscellaneous Funds closeout. He explained that the 2005 report will show the same dollar amount as a carry-over but the detail will be removed, as new items will be added as approved.

Mr. Bowen explained that Franklin County has debt services whereas the City of Pasco has operational services. The City was at their maximum for debt. The County had the ability to borrow. By an Interlocal Agreement between the City and the County, the City is obligated to pay half of the operational fees. So they placed their debt into operational services, where the County kept theirs separate.

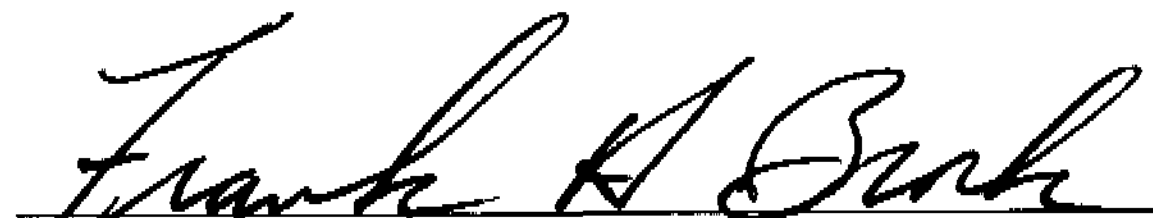
Mr. Bowen explained the budget reports for Cumulative Reserve Fund, L&I Reserve Fund, Liability Reserve Fund, Distressed Capital Bonds, Franklin County Capital Projects Fund and TRAC Construction Fund.


Adjourned at 11:04 a.m.


COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 3, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until January 5, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed January 24, 2005.

FRANKLIN COUNTY RESOLUTION NUMBER 2005 001

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: 2004 SAFE DRIVING, LENGTH OF SERVICE AND ATTENDANCE AWARDS –
VACATION DAYS TO BE AWARDED TO EMPLOYEES REFERENCED IN
ATTACHMENT "A" TO BE USED IN 2005**

WHEREAS, the Franklin County Board of Commissioners increased benefits for all Franklin County employees with approval of Resolution Number 2001-526, creating employee incentives for safe driving, length of service, attendance (zero sick leave hours used during a twelve consecutive month period) and increased efficiency in utilization of County tax dollars; and

WHEREAS, awards were presented to employees for safe driving, length of service and attendance; and

WHEREAS, the employees referenced in Attachment "A" were presented with award certificates in the above referenced categories authorizing additional days of vacation to be used in 2005;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorize the employees referenced in Attachment "A" additional days of vacation to be used at their discretion in the year 2005.

APPROVED this 3rd day of January 2005.

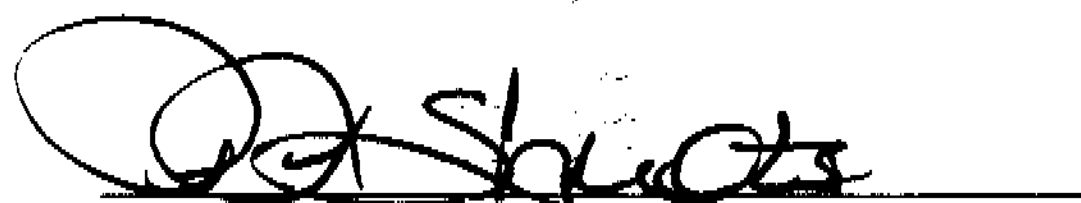
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chairman

Attest:

Neva J. Corkrum, Chair Pro-Tem



Clerk to the Board



Robert E. Koch, Member

Original: Auditor
Minutes
Human Resources

cc: Public Works/Whitney Osborn
Accounting/Connie Curiel

**Franklin County Employees
Length of Service Awards as of 11/01/2004**

10 years - 2 days; 15
 years - 3 days; 20
 years - 4 days; 25
 years - 5 days; 30
 years - 8 days; 35
 years - 10 days

Name	Department	Hire Date	Yrs of Service	Vacation Award
Brock, Frank	Commissioners	1 25 1994	10	n/a
Corkrum, David	PA	8 1 1983	10	16
Garcia, Teresa	District Court -Probation	6 27 1994	10	15
Jones, Cherryl	Clerk	1 1 1994	10	15
McKenzie, Sally	Public Works - Solid Waste	4 18 1994	10	16
Moser, Kevin	Planning & Bldg	5 16 1994	10	15
Reynolds, Pam	Public Works	10 17 1994	10	16
Roan, Stephanie	PA	8 3 1994	10	15
Schroeder, Sandra	Jail	11 1 1994	10	16
Shontell, Cecil	Dispatch	9 6 1994	10	16
Tisdale, Richard	Info Services	2 25 1994	10	16
Withers, Mary	Commissioners	4 4 1994	10	8
Boothe, Arnold D	Jail	3 20 1989	15	24
Chambers, Darrell	Sheriff	6 1 1989	15	24
Coffland, Tiffany	Commissioners	10 18 1989	15	24
Ford, Deborah	PA	8 3 1989	15	22.5
Huston, Dennis	Public Works	5 8 1989	15	24
Lafferty, Linda	Auditor	7 31 1989	15	22.5
Lewis, Karen	Public Works	6 12 1989	15	24
Moffatt, Anna	Treasurer	2 7 1989	15	22.5
Villanueba, Beverly	Sheriff	3 20 1989	15	24
Weber, Steven	Public Works	11 21 1989	15	24
Westerman, Thomas	Auditor	9 11 1989	15	24
Johnston, Dennis	Public Works	11 26 1984	20	32
Rottinghaus, Debbie	PA - Child Support	1 18 1984	20	30
Gutierrez, Luis	Public Works	11 19 1979	25	40
Monk, Mike	Jail	6 2 1979	25	40
Waters, Steven	Public Works	4 30 1979	25	40
Lenhart Zona	Auditor	6 20 1974	30	n/a

Attachment A

Resolution # 2005 001

**Franklin County Employees
Attendance Awards as of 11/01/2004**

Name	Department	Hours to be Added
Barrow, Lee M.	Sheriff	8.00
Berg, Kingsley T.	Public Works	8.00
Carle, Raenette	Public Works	8.00
Dacanay, Melecio	TRAC	8.00
Horn, Ron	Public Works	8.00
Keever, Gary D.	Jail	8.00
Larson, Shelley	Treasurer	8.00
Long, Richard B.	Jail	8.00
Mendez, Robert	Public Works	8.00
Pfeiffer, Bryan W.	Sheriff	8.00
Ritari, Raymond P	TRAC	8.00
Schmidt, Lori G.	Jail	8.00
Shontell, Cecil R.	Dispatch	8.00
Tomren, Patrick	Sheriff	8.00

Attachment A

Resolution # 2005 001

**Franklin County Employees
Safe Driving Awards as of 11/1/2004**

5 years - 2 days;
10 years - 3 days;
15 years - 4 days;
20 years - 5 days

Name	Department	Years W/out Accident
McEnderfer, Peter	Assessor	5
Moser, Kevin	Planning & Building	10
Johnston, Dennis	Public Works	20
Weber, Steve	Public Works	15

FRANKLIN COUNTY RESOLUTION NO. 2005 002

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$230 WITHIN THE 2004
CURRENT EXPENSE COUNTY AGENT BUDGET NUMBER 001-000-020**

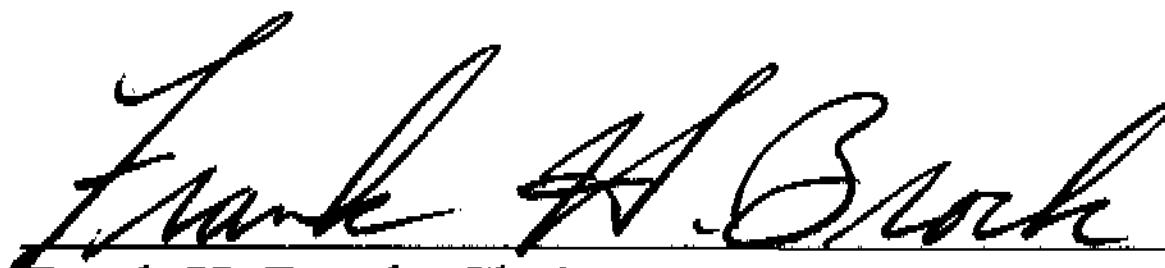
WHEREAS, the County Agent requested a transfer due to insufficient funds within the Miscellaneous Dues and Subscriptions line item; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$230 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$230 within the **2004** Current Expense County Agent Budget, Number 001-000-020, from line item 571.21.45.0001 (Oper. Rentals & Leases) to line item 571.21.49.0000 (Misc. - Dues and Subscriptions).

APPROVED this 3rd day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman

ABSENT

Attest:

Neva J. Corkrum, Chairman Pro Tem


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
County Agent

cc: Accounting Department
Departmental Transfer Notebook

FRANKLIN COUNTYOFFICE OF
COUNTY AUDITOR

Phone (509) 545-3536

1016 N 4th
Pasco, Washington 99301**Zona G. Lenhart**
COUNTY AUDITOR

RECEIVED

DEC 22 2004

FRANKLIN COUNTY
COMMISSIONER~~INTRA~~
~~INNER BUDGET TRANSFER~~
001-000-020The County Agent Budget has insufficient fundsAllocated to the line item(s) shown below. The Kay Hendrickson
(Dept. Head)requests transfer(s) totalling \$ 230.00

- | | | | | | |
|---------------------|------------------------|---------------|----------------------|---------|------------------|
| 1) From Line Item: | <u>020-571.21.45.1</u> | To Line Item: | <u>020-571.21.49</u> | Amount: | <u>\$ 230.00</u> |
| 2) From Line Item: | _____ | To Line Item: | _____ | Amount: | \$ _____ |
| 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: | \$ _____ |
| 11) From Line Item: | _____ | To Line Item: | _____ | Amount: | \$ _____ |
| 12) From Line Item: | _____ | To Line Item: | _____ | Amount: | \$ _____ |
| 13) From Line Item: | _____ | To Line Item: | _____ | Amount: | \$ _____ |
| 14) From Line Item: | _____ | To Line Item: | _____ | Amount: | \$ _____ |
| 15) From Line Item: | _____ | To Line Item: | _____ | Amount: | \$ _____ |

Kay Hendrickson
Elected Official or Dept. Head SignatureDATE: 12-22-04

JOINT RESOLUTION

04 610

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 003

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND
FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE
BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON A
CONTRACT AMENDMENT MODIFYING BENTON COUNTY RESOLUTION 02-
139 EXECUTED ON FEBRUARY 13, 2002 AND FRANKLIN COUNTY
RESOLUTION 2002-126 EXECUTED ON APRIL 1, 2002 BETWEEN THE
JUVENILE JUSTICE CENTER AND J&J SECURITY, WASHINGTON, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court,
believes it is in the best interest of the Juvenile Justice Center
that the proposed Contract Amendment between the Juvenile Court and
J&J Security be approved as presented including J&J Security's 2005
rates, commencing January 1, 2005, and terminating December 31,
2005, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County
Commissioners, Leo M. Bowman, and the Chairman of the Board of
Franklin County Commissioners, ~~Neva J. Corkrum~~, be and they hereby
are authorized to sign, on behalf of their respective county, the
Contract Amendment between the Juvenile Justice Center and J&J
Security.

Resolution Authorizing Signatures
J&J Security Contract Amendment -2004
Page Two

04 610

2005 003

BENTON COUNTY APPROVAL

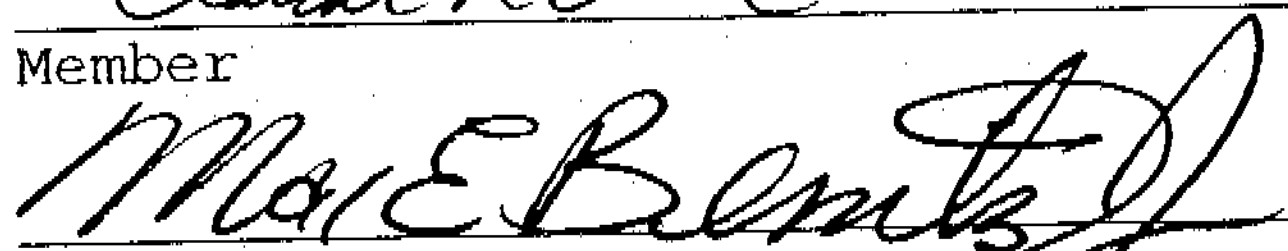
DATED at Prosser, Washington, this 20th day of December, 2004.



Chairman



Member



Member

Constituting the Board of County
Commissioners for Benton County,
Washington

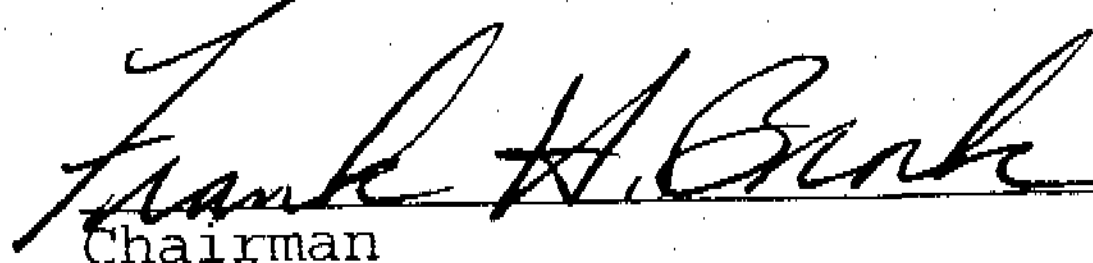
ATTEST:



Clerk of the Board

FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 31st day of JAN. 2005
27th day of December, 2004.



Chairman

ABSENT

ATTEST:



Clerk of the Board

Member



Member

Constituting the Board of County
Commissioners for Franklin County,
Washington

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON
5606 W. CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

CONTRACT AMENDMENT

This **CONTRACT AMENDMENT** is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bicounty agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and J & J Security, with its principal offices at PO Box 4459, West Richland, WA 99353-4459, (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 02-139 and executed on February 13, 2002, and Franklin County Resolution No. 2002 126 and executed on April 1, 2002, shall be amended as follows:

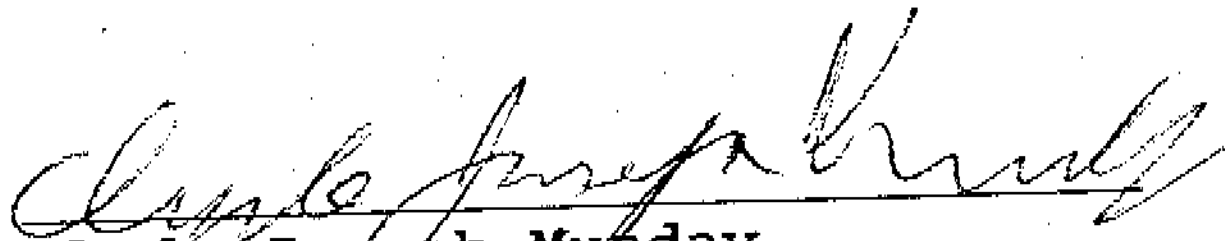
1. Section V. shall be amended to read as follows:
 - A. The term of this Agreement is from January 1, 2005 to December 31, 2005, unless terminated or extended in writing by both parties.
 - B. The COUNTIES shall pay J & J Security as follows:
 1. Regular security, (8:00 a.m. through 5:00 p.m.) rate of \$5,289.00 per month (includes lunch).
 2. The rate of \$27.55 per hour will be charged for any security coverage prior to 8:00 a.m. and/or after 5:00 p.m., or if a second security officer is needed to provide security coverage to the second courtroom, dependency hearings or parent pay court coverage, as needed.
 3. Local and High Risk transport rate of \$25.75 per hour.
 4. Low Risk transport rate of \$14.55 per hour.
 5. Tracking service rate of \$22.50 per hour.

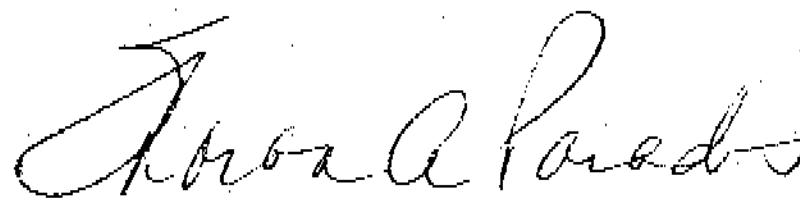
2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

J & J SECURITY

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER


Clyde Joseph Munday,
Owner


Sharon A. Paradis
Administrator

12/1/04
DATE

12/1/04
DATE

BENTON COUNTY APPROVAL

2005 003

APPROVED AS TO FORM:

Cassandra Noble
Cassandra Noble, Senior Deputy Prosecuting Attorney
Benton County

12-6-04
Date

DATED at Prosser, Washington, this 20 day of Dec., 2004.

Leo M. Boeman
Chairman

ATTEST:

Camu McKenzie
Clerk of the Board

FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

BOB
Ryan Verhulp, Chief Civil Deputy Prosecutor
Franklin County

12-11-04
Date

DATED at Pasco, Washington, this 3rd day of January, 2005.

Frank A. Blank
Chairman

ATTEST:

[Signature]
Clerk of the Board

AGENDA ITEM: <u>Consent</u> MEETING DATE: <u>B/C 12-20-04 F/C 12-27-04</u> SUBJECT: <u>Contract Amendment -</u> <u>J&J Security 2005</u> Prepared By: <u>Kathryn M. Phillips</u> Reviewed By: <u>Sharon Paradis</u>	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution <u>XX</u> Pass Ordinance _____ Pass Motion _____ Other _____	CONSENT AGENDA <u>xx</u> PUBLIC HEARING _____ 1ST DISCUSSION _____ 2ND DISCUSSION _____ OTHER _____
--	---	---

BACKGROUND INFORMATION

J&J Security has been providing security and juvenile transportation services to the Juvenile Justice Center since 1996. J&J Security is a sole source vendor who employs and provides commissioned officers as security officers. Personnel at the Juvenile Center have been very impressed with J&J Security and the services provided and wish to continue the contract for an additional year, from January 1, 2005 through December 31, 2005. Outlined in the Contract Amendment are J&J Security's 2005 rates.

SUMMARY

The Agreement Between Benton-Franklin Counties Juvenile Justice Center and J&J Security needs to be signed so that those contracted services can continue to be provided through 2005. The following rates for 2005 are as follows:

Monthly security (8:00 a.m.-5:00 p.m. includes lunch)	\$5,289.00
Second security officer and/or prior/after above hours rate	\$27.55/hr
Local and high risk transport rate	\$25.75/hr
Low risk transport rate	\$14.55/hr
Tracking services	\$22.50/hr

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Juvenile Justice Center and J&J Security for the period of January 1, 2005 through December 31, 2005.

FISCAL IMPACT

The above rates are included in Juvenile's 2005 Budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security, to provide security and juvenile transportation services for the Juvenile Justice Center and to approve the 2005 rates set forth for the period of January 1, 2005 through December 31, 2005.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 04 611

FRANKLIN COUNTY RESOLUTION NO. 2005 004

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND
FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE
BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE
COUNTY PROGRAM AGREEMENT (NO. 0463-63623) BETWEEN THE
JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON,
DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE
REHABILITATION ADMINISTRATION, TO PROVIDE FOR A DRUG
COURT COUNSELOR THROUGH THE JUVENILE ACCOUNTABILITY BLOCK
GRANT (JABG), and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court,
believes it is in the best interest of the Juvenile Justice Center
that the proposed County Program Agreement, between the Juvenile
Court and the State of Washington, Department of Social and Health
Services, Juvenile Rehabilitation Administration, be approved as
presented for a term commencing September 1, 2004, and terminating
on August 31, 2005, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County
Commissioners, Leo M. Bowman, and the Chairman of the Board of
Franklin County Commissioners, ~~Neva J. Corkrum~~, be and they hereby
are authorized to sign, on behalf of their respective county, the
Contract between the Juvenile Court and the State of Washington,
Department of Social and Health Services, Juvenile Rehabilitation
Administration.

Resolution Authorizing Signatures
JAIBG Contract 0463-63623
Drug Court

BENTON COUNTY APPROVAL

04 611
2005 004

DATED at Prosser, Washington, this 20th day of December, 2004.

Leo M. Bauman
Chairman

ATTEST:

Claude R. Allen
Chairman Pro Tem

Camie McKenzie
Clerk of the Board

May E. Benoit
Member
Constituting the Board of County
Commissioners for Benton County,
Washington

FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this 27th day of December, 2004. ^{3rd} JAN. 2005

Frank A. Brink
Chairman

ATTEST:

ABSENT

Chairman Pro Tem

Shirley
Clerk of the Board

R. E. Ross
Member
Constituting the Board of County
Commissioners for Franklin County,
Washington



COUNTY

PROGRAM AGREEMENT

Juvenile Accountability Block Grant

DSHS Agreement Number

0463-63623

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.

Administration or Division Agreement Number

COCTIPJABG

County Agreement Number

DSHS ADMINISTRATION

Juvenile Rehabilitation

DSHS DIVISION

Division of Treatment and Intergovernmental Prog

DSHS INDEX NUMBER

1122

DSHS CONTRACT CODE

5002CS

DSHS CONTACT NAME AND TITLE

Lori Nesmith
JABG Program Administrator

DSHS CONTACT ADDRESS

PO Box 45720
Olympia, WA 98504

DSHS CONTACT TELEPHONE

(360) 902-8406

DSHS CONTACT FAX

(360) 902-8108

DSHS CONTACT E-MAIL

nesmila@dshs.wa.gov

COUNTY NAME

Benton County

COUNTY ADDRESS

5606 W. Canal Place, Ste. 106
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

916001296

COUNTY CONTACT NAME

Sharon Paradis

COUNTY CONTACT TELEPHONE

(509) 736-2724 Ext:

COUNTY CONTACT FAX

(509) 736-2728

COUNTY CONTACT E-MAIL

sharon-paradis@county.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

Yes

CFDA NUMBERS

916001296

PROGRAM AGREEMENT START DATE

09/01/2004

PROGRAM AGREEMENT END DATE

08/31/2005

MAXIMUM PROGRAM AGREEMENT AMOUNT

\$22,991.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

Exhibit A. Statement of Work.

Exhibit B. Other Provisions for Services

Exhibit C. Approved Budget Summary

Exhibit D. Approved Budget Detail

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.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

Benton County Commissioner Leo M. Bowman, Chairman

Benton County Civil Prosecutor, Cassandra Noble

Franklin County Commissioner Neva J. Corkrum, Chairman

Franklin County Civil Prosecutor, Ryan Verhulp

DATE(S) SIGNED

12-20-04

12-16-04

1/3/05

12.11.04

DSHS SIGNATURE

PRINTED NAME AND TITLE

Denise L. Livingston
JRA Grants and Contracts Manager

DATE SIGNED

1/19/05

1. Definitions.

- a. "Equipment Request Form" means a request form submitted by the Contractor, for approval of any JABG equipment purchases. JRA shall provide the Contractor with the Equipment Request Form.
- b. "Financial Report Form" means a reimbursement request form submitted by the Contractor to JRA, for reimbursement of actual costs associated with the Contractor's approved JABG Program. JRA shall provide the Contractor with the Financial Report Form.
- c. "JABG" means the Federal Juvenile Accountability Block Grant.
- d. "JRA" means the DSHS Juvenile Rehabilitation Administration.
- e. "Juvenile Crime Enforcement Plan" or "JCEP" means the plan developed and submitted by the Contractor's required Juvenile Crime Enforcement Coalition, which is based upon an analysis of juvenile justice system needs within the Contractor's jurisdiction, and also determines the most effective use of JABG funds within the Federal and State requirements. The Juvenile Crime Enforcement Plan is incorporated by reference into the Contract.
- f. "OJJDP" means the Federal Office of Juvenile Justice and Delinquency Prevention.
- g. "Progress Report Form" means a required report submitted quarterly by the Contractor to JRA, which provides status updates on the Contractor's ongoing approved JABG Project. JRA shall provide the Contractor with the Progress Report Form.
- h. "Project" or "Program" means the JABG project or program, which is titled and designated in the Contractor's application, Exhibit A – Statement of Work, and Exhibit C – Approved Budget Summary.

2. Statement of Work.

The Contractor shall perform the services set forth in the attached Exhibit A - Statement of Work, Exhibit B – Other Provisions for Services, and the Contractor's JCEP.

3. Consideration and Billing.

- a. The maximum consideration for this Contract shall not exceed the Maximum Program Agreement Amount specified on page one of this Contract, which shall equal the JABG Allocation, Source of Funds as stated in Exhibit C – Approved Budget Summary.
- b. DSHS shall use Federal funds to reimburse a portion of the Contractor's approved expenses as detailed in Exhibit D – Approved Budget Detail, up to the amount specified in the JABG Allocation, Source of Funds as stated in Exhibit C - Approved Budget Summary.
- c. DSHS shall reimburse the Contractor upon acceptance and approval by DSHS of properly completed Financial Report Form. Advance payments are prohibited.
- d. The Contractor shall submit a Financial Report Form monthly or quarterly in accordance with Section 20 - Reports.
- e. The Contractor shall submit its quarterly Progress Report Form together with its Financial Report Form, in accordance with Section 20 – Reports. DSHS shall not be obligated to provide reimbursement to Contractor, until the quarterly Progress Report Form is received and approved by DSHS.
- f. The Contractor shall only be entitled to reimbursement for those expenses incurred during the term

of this Contract, or during any extension agreed upon in writing by the Contractor and DSHS. Any extension shall be by written Contract Amendment and must be allowable under OJJDP regulations and guidelines. Any funds not obligated by the Contractor prior to the Program Agreement End Date, shall lapse and no longer be available to the Contractor. Any funds obligated by the Contractor and not expended 60 days after the Program Agreement End Date, shall lapse and no longer be available to the Contractor.

- g. If for any reason this Contract is terminated prior to its Program Agreement End Date, DSHS shall only pay for performance rendered or costs incurred prior to the effective date of termination.

4. Contractor Contribution.

- a. The Contractor shall contribute a cash match of at least 10% of the total Program Cost, as shown in Exhibit C – Approved Budget Summary.
- b. If the Contractor incurs construction expenses, the Contractor shall contribute a cash match of at least 50% of the total Program Cost, as shown in Exhibit C – Approved Budget Summary.
- c. The cash match shall be fully obligated by the Program Agreement End Date.
- d. The matching contribution shall be documented on the Financial Reports submitted to DSHS by the Contractor.

5. Non-supplanting Certification For Governmental Agencies.

JABG funds shall not be used to supplant state or local funds. The Contractor certifies that its nonfederal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request.

6. Acknowledgment Of Assistance.

All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, program evaluations, and other material published or otherwise completed as part of the project, other than materials that are exclusively for internal use by the Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the material was prepared:

"This project was supported by Award No. 2003-JB-BX-0028 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs.

The opinions, findings, and conclusions or recommendations expressed herein are those of the authors and do not necessarily reflect the views of the Department of Justice."

7. Alteration, Amendment, and Waiver.

An amendment to the Contract shall not be necessary for the movement of dollars between approved budget categories, as detailed in Exhibit D – Approved Budget Detail, **when the cumulative changes do not exceed ten percent (10%) of the total JABG Program Costs**, as stated in Exhibit C - Approved Budget Summary, and provided there is no change in the scope of the project. The Contractor shall submit a written request for such changes.

8. Commencement of Services.

- a. If the Contractor has not begun providing services to clients within 60 days of the Program Agreement Start Date, the Contractor shall notify in writing the DSHS contact person listed on page one of this Contract, of actions taken or planned by the Contractor to begin providing services, and

the estimated date on which the Contractor will begin providing services.

- b. If the Contractor has not begun providing services to clients within 80 days of the Program Agreement Start Date, the Contractor shall notify the DSHS contact person listed on page one of this Contract, of additional actions taken or planned by the Contractor to begin providing services, and the estimated date on which the Contractor will begin providing services.
- c. The Contractor shall begin providing services to clients no later than 90 days after the Program Agreement Start Date. If the Contractor has not begun providing services within 90 days of the Contract State Date, JRA will require a statement from the Contractor explaining the delay. After review of the explanation, JRA may choose to accept the delay, and extend the commencement date of the services, or JRA may choose to immediately terminate this Contract, and redistribute funds.

9. Compliance with Juvenile Justice And Delinquency Prevention Act.

The Contractor shall comply with all provisions of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. 5601 et seq.) and any successor or replacement statutes, rules or regulations.

10. Order of Precedence.

- a. In the event of an inconsistency in the terms of this Program Agreement, the County and DSHS Agreement on General Terms and Conditions, or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - (1) Applicable federal, state, and local laws, regulations, rules and ordinances;
 - (2) Exhibit A - Statement of Work;
 - (3) Exhibit B - Other Provisions for Services;
 - (4) Exhibit C - Approved Budget Summary and Exhibit D - Approved Budget Detail;
 - (5) This Program Agreement;
 - (6) The County and DSHS Agreement on General Terms and Conditions
 - (7) The Contractor's JCEP submitted to DSHS as part of the Contractor's JABG Unit of Local Government (UGL) Application; and
 - (8) Any document incorporated by reference in this Program Agreement.

11. Immigration and Naturalization Service Requirements.

The Contractor shall complete and keep on file the Immigration and Naturalization Service Employment Eligibility Form (I-9) to verify that the Contractor's employees are eligible to work in the United States.

12. Inspection; Maintenance of Records.

- a. During the term of this Contract and for three years following the Program Agreement End Date, the Contractor shall give reasonable access to the Contractor's place of business and client and Contractor records, to DSHS and to any other employee or agent of the State of Washington or the United States of America, for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing, and evaluating Contractor performance and compliance with applicable laws, regulations, rules, and this Contract.

- b. During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
- (1) Document performance of all acts required by statute, regulation, rule, or this Contract;
 - (2) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - (3) Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.
 - (4) Clearly show the source, the amount, and the timing of all Contractor matching contributions accounted for on the Financial Report Forms submitted to JRA, in accordance with Exhibit C - Approved Budget Summary.
- c. The Contractor's obligation to maintain records includes, but is not limited to, retaining all financial records, supporting documents, statistical records, source documents supporting accounting transactions, books of original entry, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards and contracts, applications, and required reports. Personnel and payroll records include time and attendance reports for individuals reimbursed under the Contract. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the six-year period, following termination or expiration, the records shall be maintained until completion of the action and resolution of all issues which arise from it or until the end of the six-year period, whichever is later.

13. Insurance. For purposes of this Agreement:

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

▪ Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

14. Lobbying.

- a. If the Contractor's JABG allocation is over \$100,000, the Contractor certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit federal Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The Contractor shall require that the language of this certification be included in all subcontracts and that all subrecipients shall certify and disclose accordingly.

15. Nondiscrimination.

The Contractor shall comply with state and federal nondiscrimination laws. If the Contractor's JABG allocation is \$500,000 or more, the Contractor shall have an approved Equal Employment Opportunity Plan on file with the Office of Justice Programs' Office of Civil Rights.

16. Ownership of Material.

In addition to Section 19 of the County and DSHS Agreement on General Terms and Conditions, if the Contractor produces patentable items, patent rights, processes, or inventions as a result of performing work required under the Contract, the Contractor shall promptly and fully report such facts to DSHS. DSHS and OJJDP shall determine whether patent protection shall be sought.

17. Project Equipment.

- a. All equipment purchased with JABG funds, for approved JABG programs, must have prior written approval by JRA.
- b. The Contractor shall submit an Equipment Request Form prior to purchasing any equipment.
- c. Depending upon the amount and nature of the equipment, JRA may need written approval from the Federal Office of Justice Programs (OJP) prior to the Contractor purchasing the equipment.
- d. The Contractor shall maintain, as part of the financial records of the Project, an ongoing inventory of equipment purchased in whole or in part with JABG funds, which states the following:
 - (1) Purchase Date;
 - (2) Purchase Price;
 - (3) Serial Number of Equipment (if any); and
 - (4) Current Location of Equipment.
- e. On completion of the project, or at the request of JRA, the Contractor shall submit to JRA a current inventory of all equipment purchased with JABG funds.
- f. Specific to this Section 17 – Project Equipment, JRA acknowledges that the life of a Project may span multiple JABG grant years and associated contracts.
- g. If property acquired during the Project is sold or ceases to be used for juvenile justice purposes as defined under the Juvenile Accountability Block Grant Act of 1997, and if such property had a per

unit fair market value in excess of \$5,000 on the date it was sold or removed from service, the Contractor shall pay to DSHS an amount calculated by multiplying the fair market value or proceeds from sale by the proportion of JABG funds utilized to acquire such property.

18. Public Availability of Information.

Subject only to the exceptions and conditions under those acts and provisions of law requiring public records to be kept in a particular office or place, all identifiable plans, applications, grants or contract awards, reports, books, papers, or other documents maintained by the Contractor pertinent to activities supported by JABG funds shall be made promptly available on request to any person for inspection and copying. The Contractor shall comply with the terms and conditions of the Freedom of Information Act (5 U.S.C. 552).

19. Procurement Of Services, Material, Supplies, and Equipment.

- a. Adequate and Effective Competition. The Contractor shall ensure adequate and effective competition is sought to the maximum practicable extent consistent with the value, nature, and specifications of services, materials, supplies, or equipment to be procured for the Project. Services, materials, supplies, or equipment shall be obtained in accordance with applicable state and local laws and regulations. The Contractor shall follow its own procurement procedures and regulations, provided that such procurement procedures conform to applicable federal law and standards identified in the procurement standards sections of 28 CFR Parts 66 and 70.
- b. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest and the appearance of collusion or conflict of interest.

20. Reports.

- a. JRA shall provide the Contractor with all required report forms.
- b. The Contractor shall submit Financial Report Forms, at its discretion either monthly or quarterly to the DSHS contact person listed on Page One of the Contract. When the Contractor submits its quarterly reports, the Financial Report Form shall be submitted for the quarters ending March 31, June 30, September 30, and December 31, within fifteen (15) days following the end of the respective quarter.
- c. The Financial Report Form shall include the following:
 - (1) Approved budget amounts per budget category in accordance with Exhibit C – Approved budget Summary;
 - (2) Actual costs incurred per budget category for the reporting period;
 - (3) Cumulative costs incurred per budget category for the reporting period;
 - (4) Remaining balance per budget category for the reporting period;
 - (5) Cash match being accounted for during the reporting period; and
 - (6) Contractor's requested reimbursement amount for the reporting period.
- d. The Contractor shall submit its Progress Report quarterly, together with the Financial Report Form, to the DSHS contact person listed on page one of the Contract. The Contractor shall submit Progress Reports for the quarters ending March 31, June 30, September 30, and December 31, and within fifteen (15) days following the end of the respective quarter.

- e. The Progress Report Form shall include a quarterly update on the:
 - (1) Outcomes achieved for the reporting period;
 - (2) Project(s) status for the reporting period;
 - (3) Changes in personnel or vacant JABG supported positions for the reporting period; and
 - (4) Any other pertinent Project information for the reporting period.
- f. The Contractor shall submit ^{its} final Financial Report and Progress Report not more than 60 days after the Program Agreement End Date.

STATEMENT OF WORK

1. **Contractor Name: Benton/Franklin County - Competitive**

2. **Project Name: Juvenile Drug Court**

3. **Contractor Use of Funds:**

a. The Contractor shall use the funds provided under this Program Agreement to:

(1) Fund a portion of one Drug Court Probation Counselor II position.

b. The Contractor Shall:

(1) Provide one Drug Court Probation Counselor II position, who shall:

(a) Providing case management for youth assigned to the drug court;

(b) Provide weekly supervision of youth assigned to the drug court;

(c) Conduct Random UA's on youth;

(d) Assure youth are attending required treatment

(e) Arrange and organize training opportunities for team members, ancillary agencies, and law enforcement and

(2) Train staff in drug court model;

(3) Place 30 youth in the drug court program;

4. **Contract Project Dates.**

The project start date is September 1, 2004, with an estimated duration of 12 months, ending on August 31, 2005.

5. **Outcomes and Performance Measures**

a. The Contractor shall:

(1) Document the number and percent of staff trained on Drug Court procedures;

(2) Document the number and types of treatment offered through the drug court;

(3) Document the number of judicial contacts per youth participating in the drug court;

(4) Document the number of hours of treatment received per youth participating in the drug court;

(5) Document the number and percent of youth to test positive for drug use;

(6) Document the number of agencies involved in the drug court;

- (7) Document the number and percent of staff trained in the drug court procedures;
 - (8) Document the number and types of treatment offered through the drug court;
 - (9) Document the number of treatment hours received per youth participating in the drug court; and
 - (10) Document the number of drug court slots ;
- b. The Contractor shall review performance measures with the JAIBG Program Administrator, and evaluate, at a minimum of semi-annually, if the outcomes are being met.
- (1) If the desired outcomes are not being met, adjustments to the project or outcomes shall be incorporated by an amendment; and
 - (2) Amendment shall be in writing and only signed by the authorizing personnel of each party.

OTHER PROVISIONS FOR SERVICES**1. Required Provisions.**

The Contractor shall comply with the following required provisions for services:

- a. **Background Check/Criminal History Clearance.** In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
 - (1) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.
 - (2) The Contractor shall sign the JRA Acknowledgement of Additional Requirements to Report Criminal Convictions form, and shall submit the signed form to JRA with the signed Contract. The Contractor shall also document background checks/criminal history clearances for monitoring purposes.
- b. **Sexual Misconduct.** The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct form, provided by JRA.

2. Additional Provisions.

The Contractor shall comply with the following additional provisions, if the following areas are identified in its JABG application, Exhibit A – Statement of Work, Exhibit C – Approved Budget Summary, and/or Exhibit D – Approved Budget Detail:

- a. **Personnel and Benefits.** The Contractor shall maintain fiscal documentation of actual hours worked and costs which support the Financial Report Form's reimbursement requests for Personnel and Benefits.
- b. **Contractual Services.** The Contractor shall maintain fiscal documentation for all approved subcontracted contractual services, in accordance with Exhibit D – Approved Budget Detail, and costs which support the Financial Report Forms' reimbursement requests for Contractual Services.
- c. **Subcontracting.** No additional subcontracting of services shall occur, except as approved and allowed in accordance with Exhibit A -Statement of Work and Exhibit D – Approved Budget Detail, without the prior, written approval of JRA. The Contractor shall be responsible for the acts and omissions of any subcontractors.
- d. **Travel/Mileage Reimbursement.** The Contractor may follow their agency's own established travel/mileage rates, as long as the rates do not exceed the Washington State's allowable travel/mileage rates. If Contractor's rates do exceed the State's travel/mileage rates, the Contractor shall use the State's allowable travel/mileage rates, which are found at:

<http://www.ofm.wa.gov/policy/color1001.pdf> (travel inside Washington State)

<http://www.ofm.wa.gov/policy/1090a.pdf> (travel outside of Washington State)

- e. Construction Requirements. In the event work includes construction, the Contractor shall provide the JABG Program Administrator with a copy of the Bid Award for JRA approved Subcontractors for Construction Projects, along with supporting documentation of the Subcontractor bid proposal, and award selection process.
- f. Equipment. The Contractor shall comply with Section 17 – Project Equipment, for any and all equipment purchases.

Juvenile Accountability Block Grant

EXHIBIT C

APPROVED BUDGET SUMMARY

CONTRACTOR NAME: Benton/~~F~~ranklin~~X~~ Counties

PROJECT NAME: Juvenile Drug Court

BUDGET CATEGORIES		SOURCE OF FUNDS		%
PERSONNEL AND BENEFITS	25,546	JABG ALLOCATION	22,991	
CONTRACTUAL SERVICES		CASH MATCH	2,555	
TRAVEL				
SUPPLIES				
EQUIPMENT				
OTHER GOODS AND SERVICES				
CONSTRUCTION				
TOTAL DIRECT COSTS	25,546			
ADMINISTRATIVE COSTS				
TOTAL PROGRAM COST	25,546	TOTAL PROGRAM FUNDS	25,546	100%

CONTRACTOR'S FINANCIAL OFFICER	
NAME:	Shannon Jones
ADDRESS:	5606 W. Canal Pl, Ste 106
CITY:	Kennewick, WA 99336-1388
PHONE NUMBER:	509.736.2721
FAX	509.736.2728
E-MAIL	

APPROVED BUDGET DETAIL

21. BUDGET DETAILS: PERSONNEL AND BENEFITS

This category is for services rendered by all personnel employed by the Contractor. Costs incurred include salaries, benefits, uniforms, and special clothing.

SALARIES AND WAGES: Payment for personal services rendered in accordance with rates, hours, terms and conditions as authorized by law or stated in employment contracts.

OVERTIME, HAZARDOUS DUTY, ETC.

PERSONAL BENEFITS: FICA, retirement, insurance, etc.

UNIFORMS AND CLOTHING: Only uniforms for special clothing required by the nature of the employment and paid for by the employer may be listed.

NOTE: Project funds may not be used to pay a percentage of the compensation of any person who was employed by the Contractor agency before the project starting date without prior specific authorization for the department separate from the grant approval. Specific authorization is not required if a person currently employed by the Contractor is transferred from his/her prior position to the project, if the transfer creates a personnel vacancy to be filled by hiring a new employee.

LIST POSITION TITLED	ANNUAL SALARY	PERCENT OF TIME TO PROJECT	ITEM TOTAL
Counselor II	47,880	38.31%	18,341
Benefits	12,140	38.31%	4,650
Match:			
Counselor II	47,880	4.26%	2,038
Benefits	12,140	4.26%	517
CATEGORY TOTAL			25,546

JUSTIFICATION AND EXPLANATION

Justify all positions in terms of days and/or hours required to support the Juvenile Crime Enforcement Plan. Calculate fringe benefits for each position or class of positions.

The Counselor II is the Drug Court Probation position necessary to assist the Drug Court Coordinator (paid for by federal dollars) in the development and maintenance of the program.

21. BUDGET DETAILS: CONTRACTUAL SERVICES

**EVALUATION/RESEARCH
LEGAL
ACCOUNTING
MEDICAL AND HEALTH SERVICES
AUDITING
SOCIAL SERVICES
DATA PROCESSING**

[illegible]

Justify all personal services contracts related to the Juvenile Crime Enforcement Plan. Include the method of selecting contractors.

21. BUDGET DETAILS: TRAVEL

<http://www.ofm.wa.gov/policy/1090a.pdf> (travel outside of Washington State)

The allowable state rate for mileage will be used. Airfare should be the lowest coach fare.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Juvenile Accountability Block Grant

EXHIBIT D

APPROVED BUDGET DETAIL

21. BUDGET DETAILS: SUPPLIES

This category is for articles and commodities that are consumed or materially altered when used. The following are types of supplies.

OFFICE SUPPLIES: For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes.

OPERATING SUPPLIES: For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing.

REPAIR AND MAINTENANCE SUPPLIES: For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.

Under ITEMIZED LISTING enter the description of the item. Under UNIT enter the unit used to determine the cost for the item. Under UNIT COST enter the cost per unit. For ITEM TOTAL enter the total cost for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify supplies in terms of the Juvenile Crime Enforcement Plan.

APPROVED BUDGET DETAIL

21. BUDGET DETAILS: EQUIPMENT

This category is for non-expendable outlays that result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category.

MACHINERY AND EQUIPMENT: For example, communications equipment (typewriter, microcomputer), janitorial, laboratory, office furniture and equipment, heavy-duty work equipment, and other machinery and equipment. Some equipment purchases may require prior federal approval.

NOTE: Exclude small tools.

In the first column, ITEMIZED LISTING, enter the words describing the cost item. In the second column, enter the unit used to determine the cost for the item. In the third column, enter the unit cost. In the fourth column, enter the total cost for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify all items of non-expendable property budgeted under the Capital Outlay as essential to achieve the Juvenile Crime Enforcement Plan. The methods of estimating or calculating costs must be given; e.g., "price quoted for microcomputer is the lowest of three competitive bids obtained."

APPROVED BUDGET DETAIL

21 BUDGET DETAILS: CONSTRUCTION

In the first column, **ITEMIZED LISTING**, enter the words describing the cost item. In the second column, enter the unit used to determine the cost for the item. In the third column, enter the unit cost. In the fourth column, enter the total cost for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify construction in terms of the Juvenile Crime Enforcement Plan.

APPROVED BUDGET DETAIL

21 BUDGET DETAILS: OTHER GOODS AND SERVICES

This category is for goods and services not described in the previous budget categories.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

APPROVED BUDGET DETAIL

21. BUDGET DETAILS: ADMINISTRATIVE COSTS

This category is for indirect costs of administering the grant program and services.

Under ITEMIZED LISTING enter the word or words that describe the cost item (i.e., postage). Under UNIT enter the unit used to determine the cost for the item (i.e., square feet, mile, etc.). Enter the unit costs in the third column. In the fourth column enter the total costs for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify administrative costs in terms of the Juvenile Crime Enforcement Plan. Include the method used to calculate the cost of each item.

AGENDA ITEM: <u>Consent</u> MEETING DATE: <u>B/C 12-20-04 F/C 12-27-04</u> SUBJECT: <u>Request Signature on JAIBG</u> <u>Contract for Drug Court Grant</u> Prepared By: <u>Kathryn M. Phillips</u> Reviewed By: <u>Sharon Paradis</u>	TYPE OF ACTION NEEDED Executive Contract <u> X </u> Pass Resolution <u> </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u> </u>	CONSENT AGENDA <u> x </u> PUBLIC HEARING <u> </u> 1ST DISCUSSION <u> </u> 2ND DISCUSSION <u> </u> OTHER <u> </u>
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BACKGROUND INFORMATION

The Benton and Franklin Counties Juvenile Court received an award from the State under federal Juvenile Accountability Block Grant (JABG) to provide funds towards the position of a Counselor II in the Drug Court Program.

SUMMARY

The County Program Agreement, 0463-63623, has been received for the term of September 1, 2004 through August 31, 2005, in the amount of \$22,991, and provides services to Benton and Franklin Counties.

RECOMMENDATION

I recommend the Boards of County Commissioners authorize their Chairs to sign the County Program Agreement (JABG), as attached.

FISCAL IMPACT

This is a grant whereby we are reimbursed for services.

MOTION

I move that we approve the Resolution Authorizing the County Program Agreement, 0463-63623, to provide services in the JABG/Drug Court Program.

FRANKLIN COUNTY RESOLUTION NO. 2005 005

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$1,000 WITHIN THE
2004 CURRENT EXPENSE CHILD SUPPORT ENFORCEMENT
BUDGET, NUMBER 001-000-500**

WHEREAS, the Prosecuting Attorney requested a transfer due to insufficient funds in the Professional Services line item; and

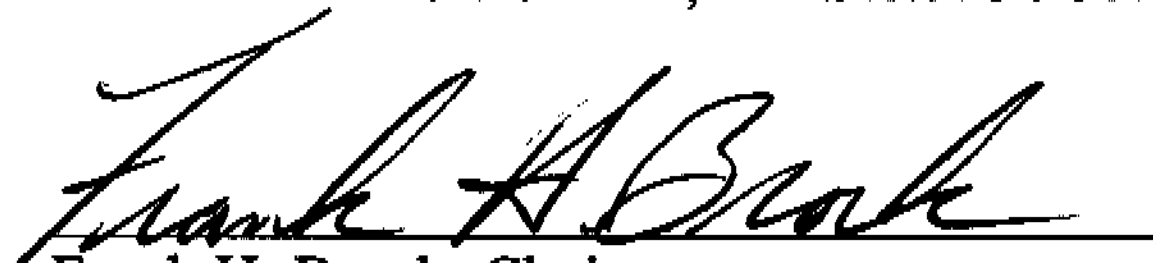
WHEREAS, the Prosecutor suggested moving funds from the Supplies line item; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$1,000 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$1,000 within the 2004 Current Expense Child Support Enforcement Budget, Number 001-000-500, from line item 515.80.31.0000 (Office & Operating Supplies) to line item 515.80.41.0001 (Professional Services).

APPROVED this 3rd day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman

ABS/01

Attest:


Clerk to the Board

Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Originals: Auditor
Minutes
Prosecuting Attorney

cc: Accounting
Transfer Notebook

RECEIVED

DEC 28 2004

FRANKLIN COUNTY
COMMISSIONER

INTRA BUDGET TRANSFERS REQUEST FORM

The **CHILD SUPPORT** budget (001-000-500) has insufficient funds allocated to the line item(s) below. The **Prosecutor, Steve M. Lowe** requests transfer(s) totaling \$1,000.00

1)	From Line Item	<u>515.80 31 (Supplies)</u>	To Line Item	<u>515.80 41 0001 (Prof. Svcs)</u>	Amount: \$	<u>\$1,000.00</u>
2)	From Line Item	_____	To Line Item	_____	Amount: \$	_____
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: \$	_____
11)	From Line Item	_____	To Line Item	_____	Amount: \$	_____
12)	From Line Item	_____	To Line Item	_____	Amount: \$	_____
13)	From Line Item	_____	To Line Item	_____	Amount: \$	_____
14)	From Line Item	_____	To Line Item	_____	Amount: \$	_____
15)	From Line Item	_____	To Line Item	_____	Amount: \$	_____



Elected Official or Dept. Head Signature

Date

FRANKLIN COUNTY RESOLUTION NO. 2005 006

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY
WASHINGTON

**RE: INTRA BUDGET TRANSFERS TOTALING \$3,406 WITHIN THE
2004 CURRENT EXPENSE SHERIFF'S – COMMUNICATIONS BUDGET,
NUMBER 001-000-560**

WHEREAS, the Dispatch Lieutenant requested transfers due to insufficient funds in the
Communication line item; and

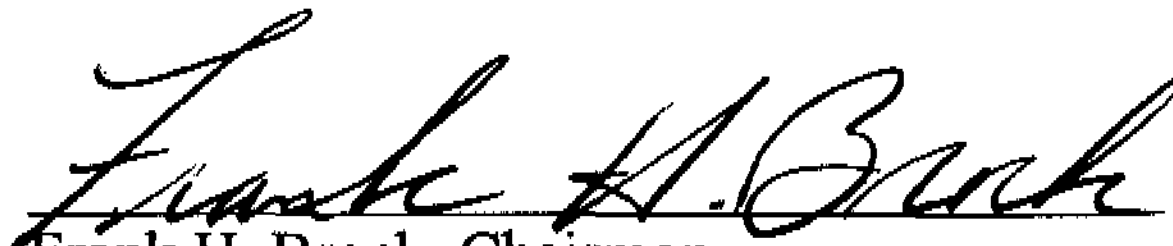
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority
of Franklin County and authorized transfers totaling \$3,406 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners
hereby approves intra budget transfers totaling \$3,406 within the 2004 Current Expense Sheriff's
– Communications Budget, Number 001-000-560, as follows:

- ✓ \$500 from line item 528.00.20.0006 (Schooling) to line item 528.00.42.0000
(Communication).
- ✓ \$390 from line item 528.00.20.0007 (Uniforms) to line item 528.00.42.0000
(Communication).
- ✓ \$1,350 from line item 528.00.43.0000 (Travel) to line item 528.00.42.0000
(Communication).
- ✓ \$1,166 from line item 528.00.48.0000 (Repairs & Maintenance) to line item 528.00.42.0000
(Communication).

APPROVED this 3rd day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman

ABSENT

Attest:

Neva J. Corkrum, Chair Pro Tem



Clerk of the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Dispatch

cc: Accounting Department
Sheriff's Office
Transfer Notebook

RECEIVED

FRANKLIN COUNTY
OFFICE OF
COUNTY AUDITOR

DEC 28 2004
FRANKLIN COUNTY
COMMISSIONER

Phone (509) 545-3535

1016 N 4th
Pasco, Washington 99301

Zona G. Lenhart
County Auditor

INTRA
~~IN~~TER BUDGET TRANSFER

The Communications 560 Budget has insufficient funds

allocated to. **Communications** the **Dispatch Supervisor**
request transfer of. \$ ~~13,038.45~~
\$ 3,406 (Dept. Head)

From Code:	528.00.20.6	Amount	\$ 500.00
To Code:	528.00.42.	Amount	\$ 500.00
From Code:	528.00.20.7	Amount	\$ 390.00
To Code:	528.00.42.	Amount	\$ 390.00
From Code:	528.00.43.	Amount	\$ 1,350.00
To Code:	528.00.42.	Amount	\$ 1,350.00
From Code:	528.00.48.	Amount	\$ 1,166.00
To Code:	528.00.42.	Amount	\$ 1,166.00

Dated this 27 day of December 2004

[Signature]

Elected Official and/or Department Head

December 30, 2004

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, 12/30/2004 I, *R. E. Koon*,
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
Salary Clearing Payroll:		
	36153-36258	162,495.49
	36259-36269	147,041.38
	Direct Deposit	<u>191,035.07</u>
	Total	<u><u>\$500,571.94</u></u>

In the amount of \$ **500,571.94** . The motion was seconded by _____
and passed by a vote of 2 to 0 .

Frank H. Brink

Emergency Mgmt Payroll:

6795-6821	\$2,504.36
6822-6830	3,166.02
Direct Deposit	<u>5,878.39</u>
Total	<u><u>\$11,548.77</u></u>

Irrigation Payroll:

10483-10496	\$5,501.94
10497-10504	\$2,969.10
Direct Deposit	<u>0.00</u>
Total	<u><u>\$8,471.04</u></u>

FRANKLIN COUNTY RESOLUTION NO. 2005 007

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: RESCIND RESOLUTION NUMBER 2004-581 and

APPROVE HOURS OF OPERATION FOR FRANKLIN COUNTY OFFICES TO THE PUBLIC

WHEREAS, the Board of Franklin County Commissioners discussed the 2005 hours of operation for the Courthouse and Annex during the December 15, 2004 Commissioners Proceedings, and a motion was made to rescind Resolution 2004-581, which closed the Courthouse during the noon hour; and

WHEREAS, initiatives have caused extreme financial duress to the County and during the 2005 budget process the Board has reduced overtime and extra help to help balance the 2005 County Budget for Current Expense; and

WHEREAS, in an effort to assist employees with handling increased workloads without incurring overtime costs or the need for extra help, the Board of Franklin County Commissioners are hereby establishing the hours of operation for county offices funded through Current Expense to be open to the public Monday through Friday, 9:00 am to 4:00 pm, effective January 3, 2005; and

WHEREAS, office hours for Public Works and TRAC are not affected as they are funded through Miscellaneous Budgets; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County and is in accordance with RCW 36.16.100;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby rescind Resolution Number 2004-581.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby establish County offices located at the Courthouse, Public Safety Building and the Courthouse Annex will be open to the public from 9:00 am to 4:00 pm, Monday through Friday, effective January 3, 2005.

APPROVED this 3rd day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair

ABSENT

Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Commissioners

cc: Elected Officials/Department Heads
Benton-Franklin Health District
City of Connell
City of Mesa
Juvenile Justice Center
Benton County Commissioners
City of Kahlottus
City of Pasco
Media

FRANKLIN COUNTY RESOLUTION NO. 2005 008

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: RESCIND RESOLUTION NUMBER 2000-167 and

**APPROVE REIMBURSEMENT FOR THE USE OF PERSONAL AUTOMOBILES
FOR OFFICIAL TRAVEL FOR THE FRANKLIN COUNTY COMMISSIONERS
(DISTRICT 1, DISTRICT 2 AND DISTRICT 3) AND THE PROSECUTING
ATTORNEY**

WHEREAS, the Franklin County Board of Commissioners and the Prosecuting Attorney are authorized to have a vehicle for official travel from the Motor Vehicle and Public Works Equipment Fund; and

WHEREAS, R.C.W. 42.24.090 authorizes specific payment for use of private automobiles for official travel; and

WHEREAS, the Franklin County Board of Commissioners determined that payment of 99% of the rental rate charged by the Motor Vehicle and Public Works Equipment Fund for a vehicle is less costly to Franklin County than the currently authorized provision of a vehicle as listed in R.C.W. 42.24.090; and

WHEREAS, in an effort to reduce the financial stress in the 2005 Budget, the Board of Commissioners have volunteered to reduce their vehicle allowance by the increase in salary from 2004 to 2005 for the 2005 Budget; and

WHEREAS, the reduction is \$373 per month for each Commissioner, for a total savings of \$13,428 to the County; and

WHEREAS, although the worker hours and vehicle reimbursements amounts vary monthly, to simplify the accounting process, the Commissioners will receive \$204 per month for vehicle reimbursements;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby rescinds Resolution Number 2000-167.

BE IT FURTHER RESOLVED the Board of Commissioners hereby approves reimbursement of \$204.00 per month for the use of a personal automobile for official travel for Franklin County Commissioners (District 1, District 2 and District 3).

BE IT FURTHER RESOLVED the Board of Commissioners hereby approves reimbursement for the use of a personal automobile for official travel for the Franklin County Prosecuting Attorney.

FRANKLIN COUNTY RESOLUTION NO. 2005 008
Page 2

BE IT FURTHER RESOLVED monthly vouchers will be processed on the 15th of each month, to allow for payment to be received on the 1st of the applicable month. Example: voucher completed March 15th – payment received April 1st.

APPROVED this 3rd day of January 2005.

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


Frank H. Brock, Chair

ABSENT

Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Prosecutor

cc: Accounting Department
Treasurer

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005

Mosher Patchett Living Trust
c/o Dougherty & Company
611 W. 6th St.
20th Floor
Los Angeles CA 90017

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 1 & 2, Short Plat 92-9, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

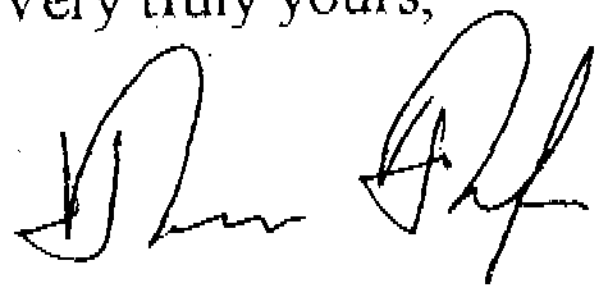
TF-05-003

January 3, 2005

Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

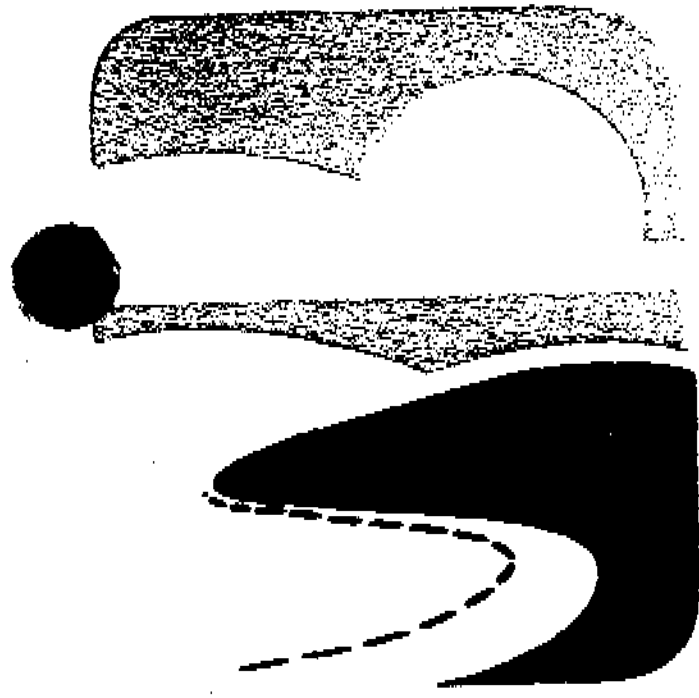
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-2

Eddie & Joanne Baker
7612 Kohler Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 1, Short Plat 92-8, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-2
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-3

Jeremy & Kathryn Hales
12507 Eagle Reach Ct
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 3, Short Plat 92-7, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

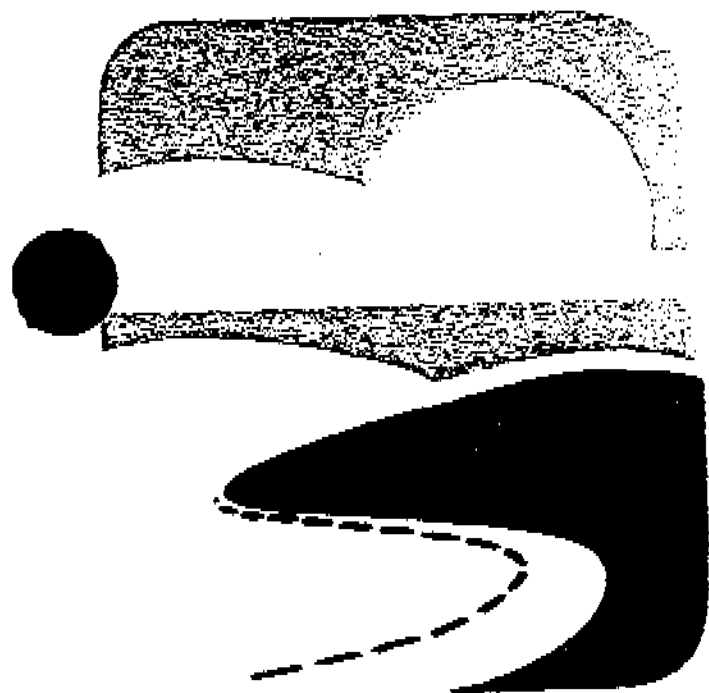
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-4

Harry & Camille Keyes
12102 SE 174th Lane, Apt- J102
Renton WA 98058-6246

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 4, Short Plat 92-6, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

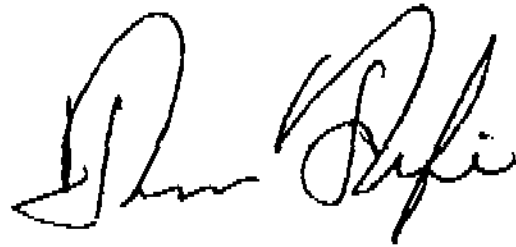
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-4
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

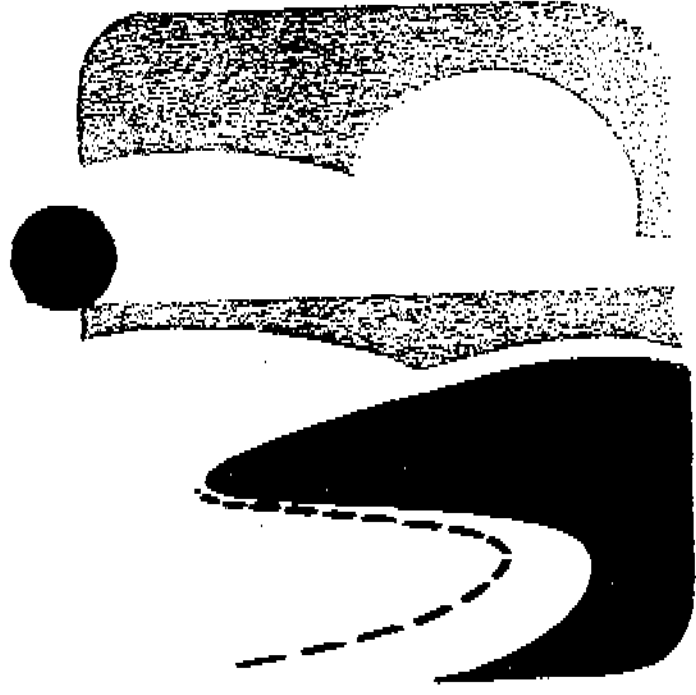
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-5

Riley & Lora Cissne
PO Box 3727
Pasco WA 99302-3727

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 8, Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

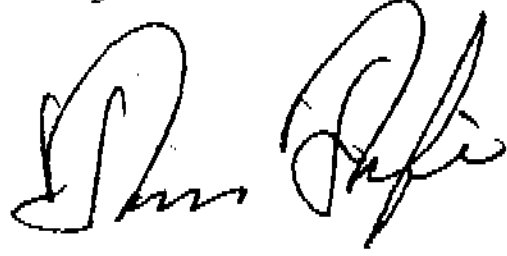
TF-05-003-5

January 3, 2005

Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-6

Juan A & Elvira P Meza
7228 Ricky Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 11 Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

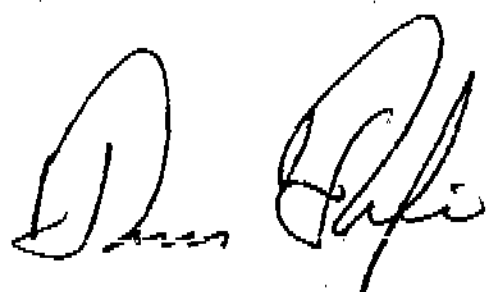
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-6
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

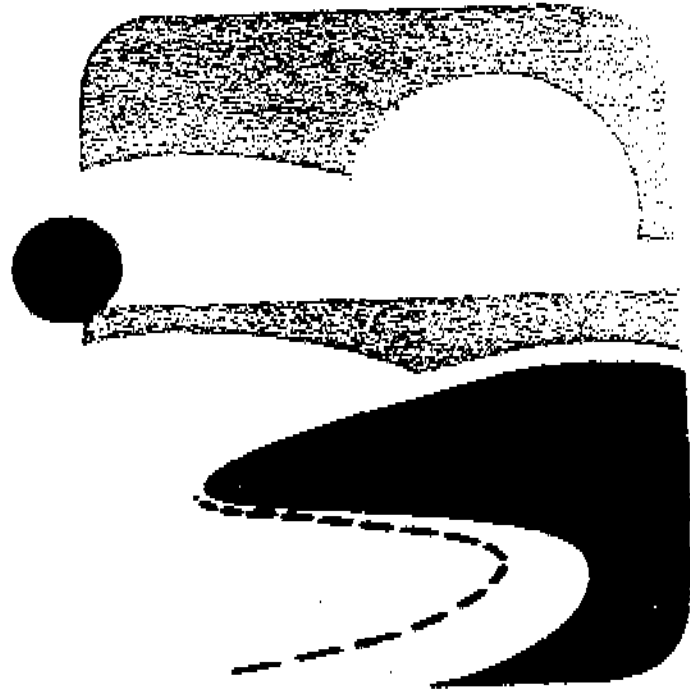
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-7

Dream View Estates, LLC
4161 Dent Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 27 Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

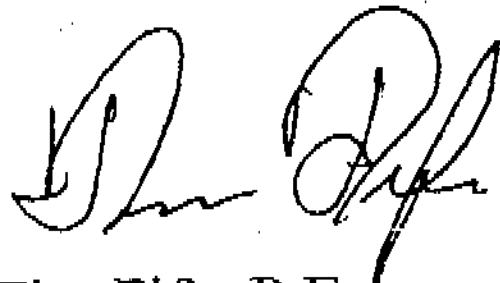
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-7
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

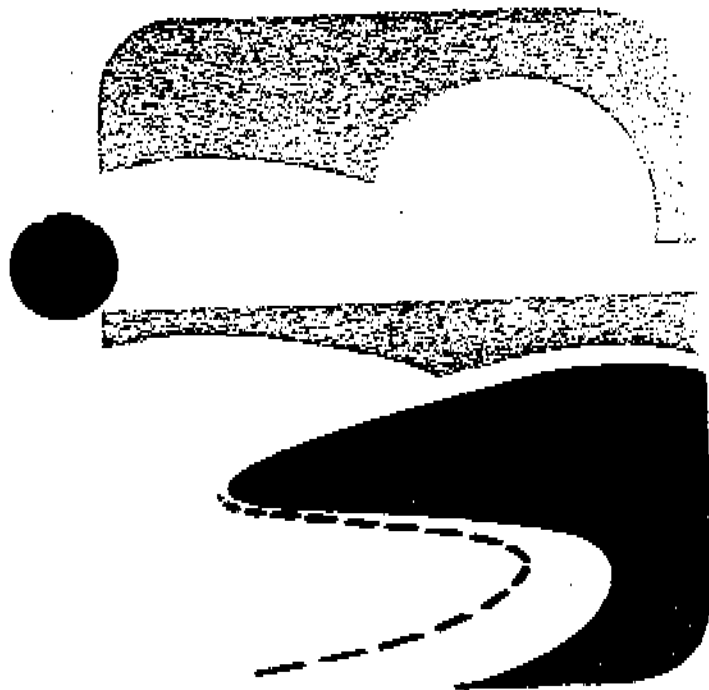
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-8

Grant & Judith Baston
7704 Kohler Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 3 Short Plat 92-9, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

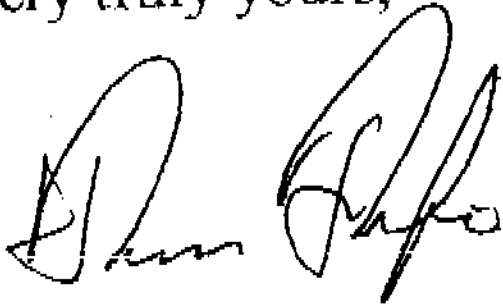
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-8
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

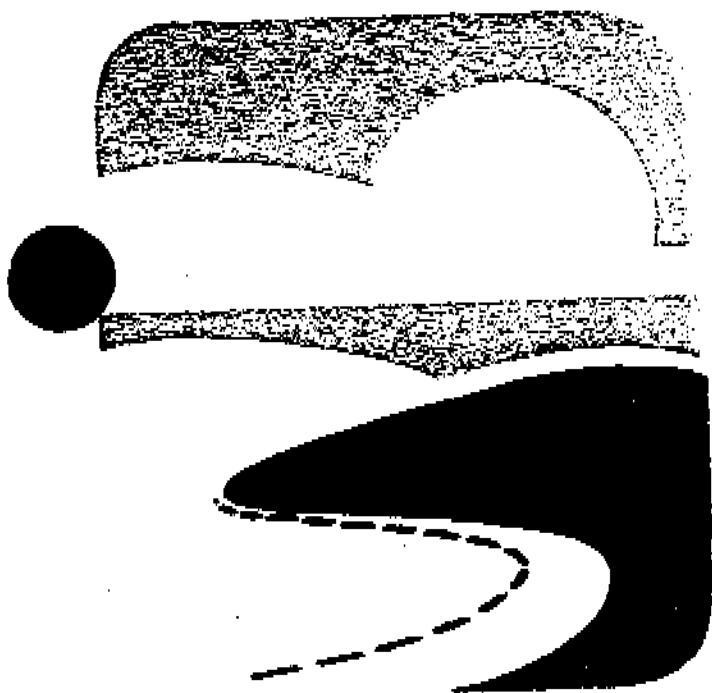
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-9

Jerry & Dorothy Davis
1901 Luther Place
Richland WA 99352

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 2, Short Plat 92-8, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

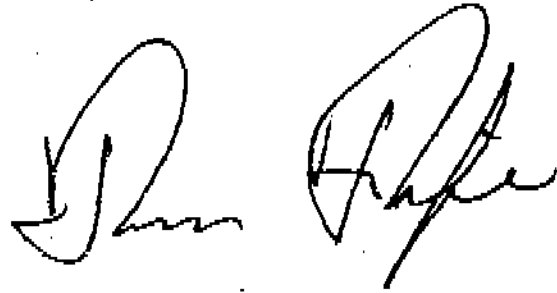
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-9
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-10

Andrea & Mark Hopkins
2515 Eagle Reach Ct
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 4, Short Plat 92-7, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

If you have any questions or concerns please contact the rightful property owner, the Corps, at:

Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

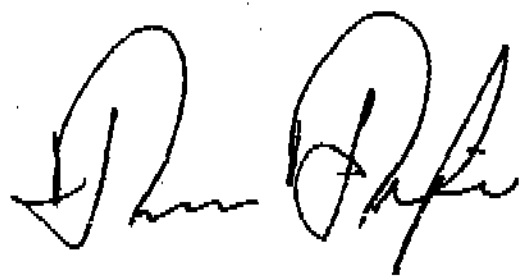
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-10
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-11

Craig & Kimberly Gaylord
116 Rio Senda
Umatilla OR 97882

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 6, Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

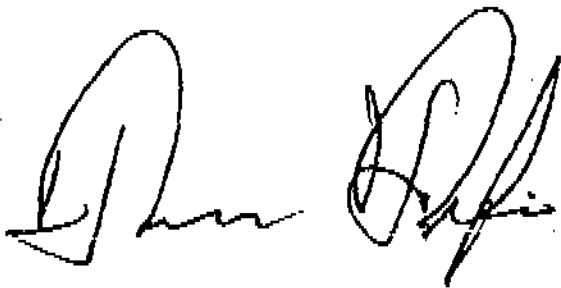
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-11
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

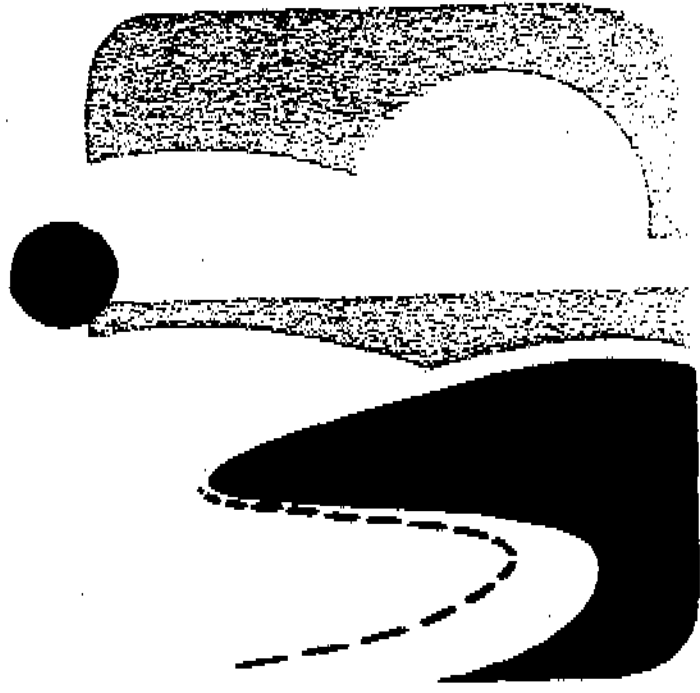
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005

TF-05-003-12

Michael D & Camie K Breier
320 Ricky Road
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 9, Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

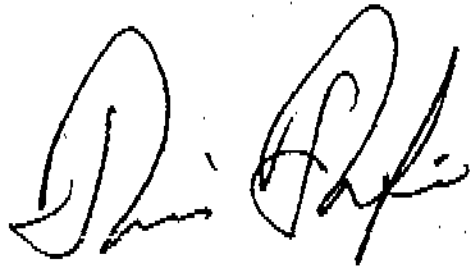
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-12
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

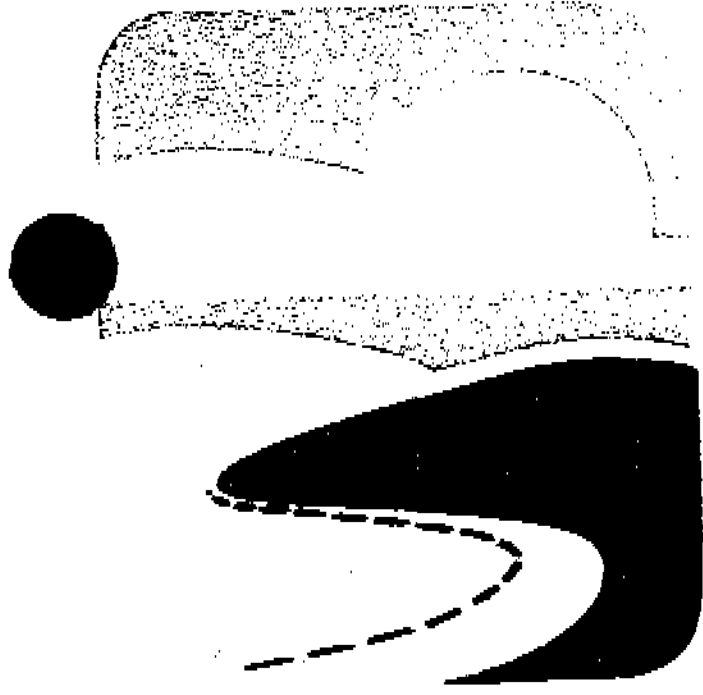
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-13

Val & Mary Vail
7216 Ricky Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 12, Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-13
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-14

Gene Giemza
7628 Kohler Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 4, Short Plat 92-9, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-14
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

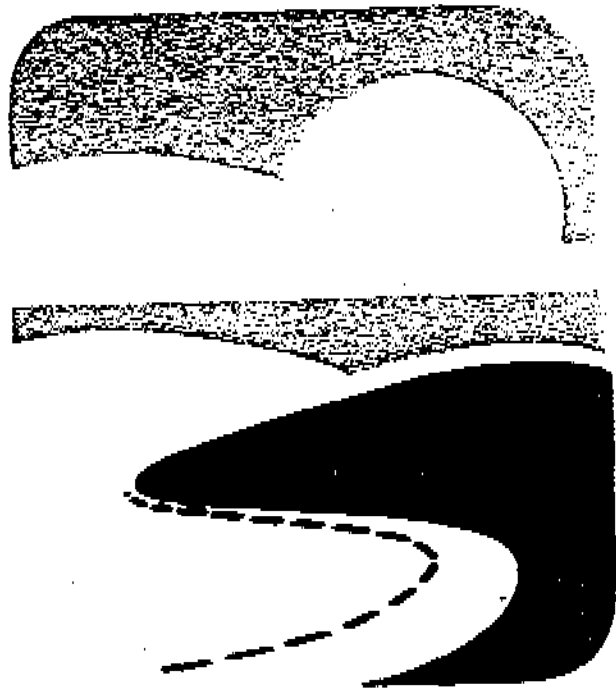
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-15

William & Jeanette Moffitt
7524 Kohler Rd
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No.3, Short Plat 92-8, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
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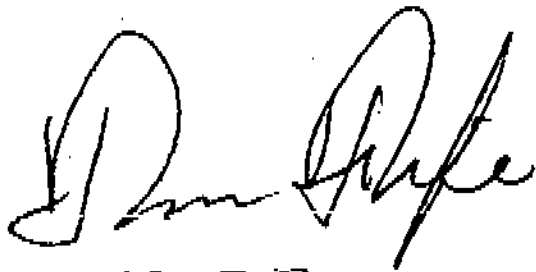
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-15
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

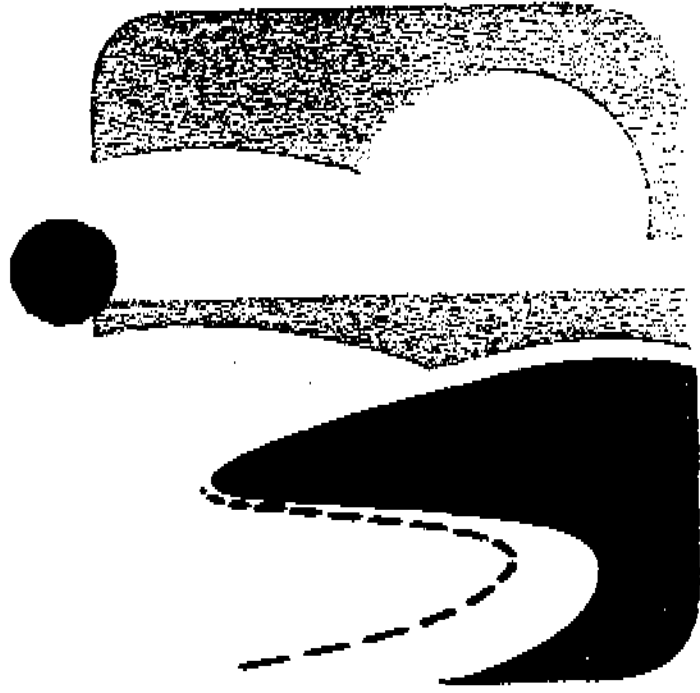
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-16

Diehl & Anne Rettig
12522 Eagle Reach Ct
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No.3, Short Plat 92-6, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

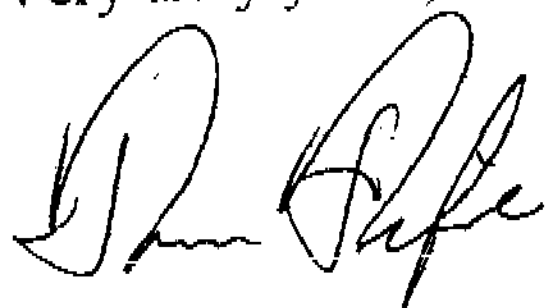
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-16
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-17

William T Pennell
Saundra L Hill
7420 Ricky Road
Pasco WA 99301-6716

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No.7, Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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Walla Walla District Headquarters
US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-17
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-18

Johnathan & Katerine Perry (TR)
144 Macarthur St
Richland WA 99352

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 10, Dream View Estates #1, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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US Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876;
or via telephone at: 509-527-7020

January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-18
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

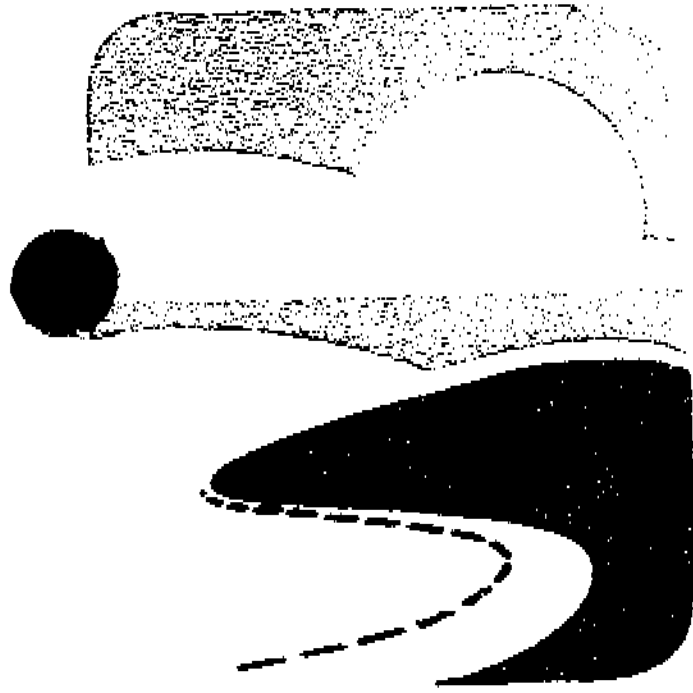
Very truly yours,



Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

January 3, 2005



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

January 3, 2005
TF-05-003-19

Dave & Wendy Greeno
12406 Eagle Reach Ct
Pasco WA 99301

Dear Homeowner,

Franklin County entered into a Recreational Lease on the property along the Columbia River, known as Richland Bend, with the Army Corps of Engineers on March 26, 2004. Due to the recent adjacent property owner activity on said Corps of Engineers land, Franklin County has been required by our Lease to hire an archaeologist to review said activity for cultural resource impacts.

Please be advised of the following: The Columbia riverfront property that abuts your Lot No. 13, 12406 Eagle Reach Court, in Franklin County, hereby known as the "Richland Bend" property, is owned by the United States Army Corps of Engineers (Corps). Because such Corps' owned property is within Franklin County, the County hereby informs you that any non-recreational use of said property shall require permission from the Corps. Neither the Corps, nor Franklin County has given you or your designees any express or implied authority to utilize the Corps' property for non-recreational use. Any and all non-recreational use of Corps property by you or your designee must immediately cease. Failure to comply may subject you and your designees to civil or criminal action.

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US Army Corps of Engineers
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Walla Walla, WA 99362-1876;
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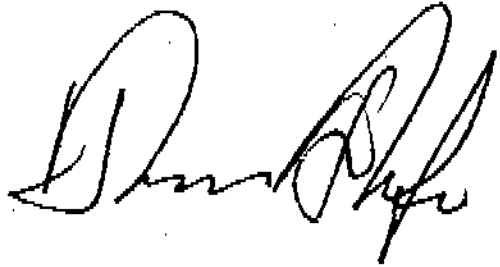
January 3, 2005

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT

TF-05-003-19
January 3, 2005
Page 2

We appreciate your compliance with the requests of the United States Army Corps of Engineers and Franklin County.

Very truly yours,



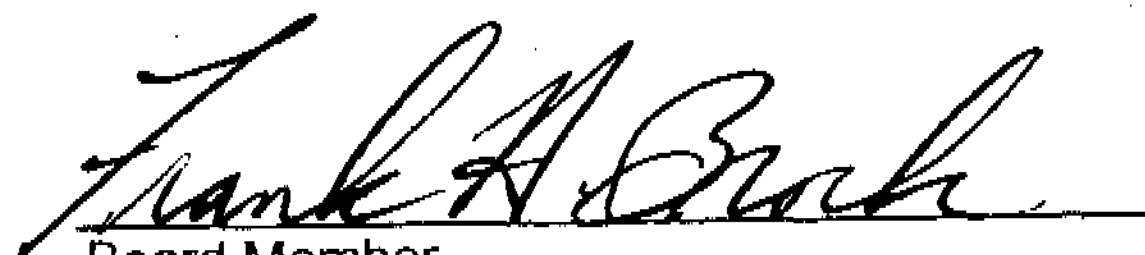
Tim Fife, P.E.

cc: Army Corps of Engineers, Walla Walla District, Real Estate Division
Board of Franklin County Commissioners
Ryan Verhulp, Civil Deputy Prosecuting Attorney, Franklin County

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 \$7,562.06 ON THIS 3RD DAY OF JANUARY 2005.

2004 VOUCHERS**COUNTY ROAD FUND****15000****150 000 001 540 00**


 Board Member

ABSENT

Board Member


 Board Member

Voucher #	Claimant	Purpose	Amount
	Brutzman's, Inc.	Office supplies	395.82
	City of Pasco	Monthly service thru 12/9/04	145.92
	Franklin County PUD	Monthly service thru 12/3/04	93.27
	Franklin County Information Services	SCAN charges for November 2004	22.52
	AmSan General Supply	Multifold towels, liners & tissue	296.81
	Husk Office Supplies	Covers & paper	91.99
	J-U-B Engineers, Inc.	Professional services	1197.60
	Len Langston	Tuition reimbursement	1467.56
	Richard Russum	Tuition reimbursement	160.00
	Robert Mendez	Tuition reimbursement	1521.84
	Survey Camp 2005	Survey camp registration for Russum & Mendez	800.00
	Orkin Exterminating	Bi-monthly service	61.99
	Printer Tech	Toner cartridges	129.96
	Washington 1 Hour Photo	Processing fee for film	16.78
	WSACE (Karen Pendleton)	WSACE conference fee for Tim Fife	500.00
	WSACE (Ross Dunfee)	WSACE annual dues for Fife, Mahoney & Walters	660.00

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 \$360.00 ON THIS 3RD DAY OF JANUARY 2005.


Board Member

Probation Work Crew


152 002 001

523 30

2004 Vouchers

ABSENT

Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	GREENTREE MINI STORAGE	storage rent on unit #A23 (6 months)	360.00

2004 VOUCHERS**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 \$13,608.94 ON THIS 3rd DAY OF JANUARY, 2005.


Board Member

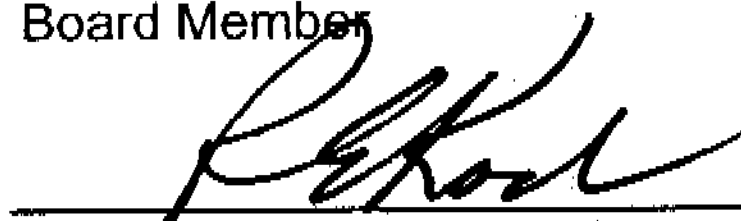
MV&PW EQUIPMENT FUND

500 000 001

548.60

ABSENT

Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Bulbs, oil, u-joints	128.24
	Campbell & Bruce	Boiler unit repair	379.05
	City of Pasco	Monthly water service (11/03/04-12/09/04)	34.69
	Critzer Equipment Company	Cylinders, clutches, bushings, spacers, misc.	9328.13
	Fasteners, Inc.	Carriage bolts	4.75
	Franklin County Info. Services	SCAN Charges (09/04-11/04)	5.27
	G&R Ag Products, Inc.	Valve	195.96
	Husk Office Furniture & Supplies	Ink cartridges	140.75
	Industrial Supports Co.	Roper rebuild kit	839.05
	Mountain Oil, Inc.	Gasoline	41.34
	Novus Windshields	Windshield repair	75.82
	Port of Pasco/Tri-City Airport	Annual billing for Shop	770.00
	Ranch & Home	Fuel cap	29.23
	Rowand Machinery Co.	Tail lamp, turn signals, wiper blades, gaskets	473.36
	Russ Dean Ford	Cones, cupplers, spacers, shims, brake booster	698.75
	Safelite Glass Corp.	Windshield	31.41
	TIFCO Industries	Nuts, fuse holder, screws, washers, fasteners	34.75
	U.S. Linen	Routine linen service	60.22
	Western States Equipment Co.	Seal, damper	261.65
	Wingfoot Commercial Tire, Inc.	Tire	23.79
	W.W. Grainger, Inc.	Oil, lamp, element	52.73

FRANKLIN COUNTY RESOLUTION NO. 2005 009

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: INTER-FUND LOAN FROM COUNTY ROAD FUND TO MOTOR VEHICLE FUND

WHEREAS, an inter-fund loan was extended to Motor Vehicle Fund by Resolution #98-249; and

WHEREAS, the repayment period was extended by an additional 24 months by Resolution numbers 2001-009 and 2003-036; and

WHEREAS, Motor Vehicle Fund has repaid \$166,029 of the \$450,000 loan thus far; and

WHEREAS, the Motor Vehicle Fund is in need of funds for on-going operations; and

WHEREAS, funds are available in the County Road Fund; and

WHEREAS, an inter-fund loan from the County Road Fund to the Motor Vehicle Fund is necessary to ensure on-going operations.

NOW, THEREFORE, BE IT RESOLVED that Resolution #98-249 (as amended by Resolution numbers 2001-009 and 2003-036) be amended by extending the repayment period by an additional 24 months.


APPROVED this 3rd day of January, 2005.

Approved:

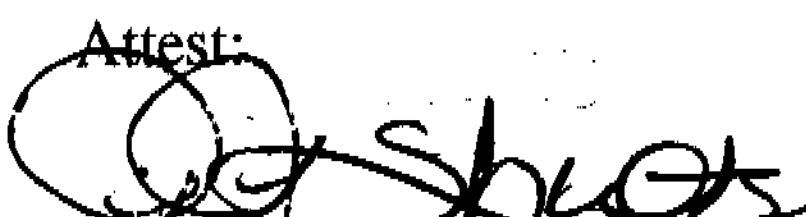

Frank H. Brock, Chair

ABSENT

Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

DATE: December 3, 2005
 TF-05-002

TO: Board of County Commissioners
 Franklin County, Washington

FROM: Tim Fife, P.E.
 Public Works Director/County Engineer

SUBJECT: **Glade North Road & Fir Road**

Consider this our formal request for your concurrence and authorization for payment to the following individual(s):

<u>Parcel No.</u>	<u>Name</u>	<u>Land Conveyed</u>	<u>Damages</u>
555-02	Dashiell Ranches, Inc #123-600-095 & #123-430-135 #123-430-046 & 123-430-055	\$2,670.00 (0.89 acres.)	\$9,000.00 (fencing)
Total		<u>\$11,670.00</u>	

Dated the 3rd day of January, 2005.

Recommended:


 Tim Fife, P.E.
 Public Works Director/County Engineer

Approved:


 Frank H. Brock, Chair

Attest:

ABSENT


 Clerk of the Board

Neva J. Corkrum, Chair Pro Tem


 Robert E. Koch, Member

ADMINISTRATIVE OFFER SUMMARY

PROJECT: Glade North Road CRP 555

OWNER'S NAME: Dashiell Ranches

PROPERTY LOCATION: 4330 Fir Rd., Eltopia, WA 99330

BEFORE AREA: 124.6 acres AFTER AREA: 122.07 acres

ACQUISTION AREA

FEE: 0.89 acres N/A EASEMENT: N/A
(area) (type) (area)

CURRENT USE: Irrigated pasture land ZONING: Agricultural

HIGHEST AND BEST USE: Irrigated agricultural production land

EFFECTS OF ACQUISTIONS: The acquisition involves a "Partial Taking" of a rectangular shaped area along Fir Rd. and along Glade North Rd. The loss of this small area along the two roads has no major detrimental affects on the subject. There will be approximately 1100' of 5 strain barbwire, two cemented fence corners along with a gate, and approximately 1100' of electric wire that will have to be removed and replaced.

SALES RELIED ON: Franklin County Comparable Sales Exhibit (attached)
(contained in Data Package for this project dated _____.)

Subject sold within last 5 Years? No If yes, is Sale included in Data package? _____

ACQUISTION COMPENSATION:

FEE

LAND:

<u>0.89 ac</u>	<u>\$3,000.00</u>	<u>\$ 2,670.00</u>
(area)	(unit value)	
<u>1.64 ac</u>	<u>0</u>	<u>\$ 0</u>
(exist. R/W easement)	(unit value)	

IMPROVEMENTS:

<u>(type and size)</u>	<u>(unit value)</u>	<u>\$ 0</u>
<u>(type and size)</u>	<u>(unit value)</u>	<u>\$ 0</u>
EASEMENT: <u>None</u>		<u>\$ 0</u>

DAMAGES:

<u>Cost to Cure: 1277' of wire fencing and apparatus</u>	<u>\$ 9,000.00</u>
TOTAL:	<u>\$ 11,670.00</u>

Sheets 3, 4, 5, 8 & 9 of 9 Sheets Parcel 555-02

Plan Approval Date 10-29-04 Revision Date 12-03-04 Worksheet Date 01-03-05

Prepared By: JUB Eng., Inc and Date: _____

I concur in the value estimate herein and authorize an Administrative Offer be made in the amount.

*The County's minimum level of compensation for negotiation purposes is \$250.00.

Approved By: Frank H. Brock Date: JAN 3, 2005

This form is prepared in conformance with Franklin County policy and procedures. It does not constitute an appraisal as defined by the USPAP.

Federal Aid # N/A Parcel # 555-02