

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for January 26, 2005

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

## OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

### Consent Agenda

**Motion** - Mr. Koch: I would make the motion to accept the consent agenda, January 26, 2005, as presented:

1. Approval of **Resolution 2005-060** re-appointing Henry Johnson, 2202 West Clearwater Avenue, Kennewick, Washington 99336 to the Franklin County Water Conservancy Board to serve an additional six-year term, with said term expiring August 1, 2011. (Exhibit 1)
2. Approval of **Resolution 2005-061** amending Franklin County Resolution 2004-031 and approving the Memorandum of Agreement by and between Benton and Franklin Counties Boards of Commissioners and the WSCCCE/AFSCME, Local 3892 representing the Juvenile Justice Center clerical bargaining unit; effective January 1, 2005 and each month thereafter, the Employer shall pay its medical plan contribution covering each eligible regular full-time employee (regularly compensated for 40 or more hours per week) into the UEBT account of employees who were compensated for 40 or more hours in the preceding month or Group Health Options account covering said employees; and authorizing the Chairman to sign said Memorandum of Agreement on behalf of the Board. (Exhibit 2)
3. Approval of **Resolution 2005-062** for Amendment Number 3 to the Agreement for providing developmentally disabilities services between the Division of Developmental Disabilities and Benton and Franklin Counties' Department of Human Services, #0363-36441-3, effective January 1, 2005 through June 30, 2005, and to authorize the Chairman to sign said Amendment to the Agreement on behalf of the Board. (Exhibit 3)
4. Approval of **Resolution 2005-063** for Amendment Number 2 to the Agreement for providing mental health services between the Lutheran Community Services and Benton and Franklin Counties' Department of Human Services, #0305-MH-LCS-2, effective July 1, 2003 through June 30, 2005, and to authorize

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the Chairman to sign said Amendment to the Agreement on behalf of the Board.  
Exhibit 4)

Second by Mrs. Corkrum. 3:0 vote in favor.

Auditor Zona Lenhart joined the meeting.

Vouchers/Warrants

**Motion** – Mr. Koch: I move approval of warrants for 2004 for \$571,561.62 and 2005 \$41,867.92:

2004: Current Expense warrant 43690 for \$114.29; FC Public Facilities Construction warrant 697 for \$17,280.44; Courthouse Renovation warrants 326 through 328 for \$547,695.64; Auditor O&M warrant 315 for \$27.29; Growth Management warrant 201 for \$2538.25; Crime Victims/Witness warrant 307 for \$2439.72; Jail Commissary warrants 2015 through 2018 for \$1279.32; and Solid Waste warrant 1911 for \$186.67; for a total of \$571,561.62; and

2005: Current Expense warrants 43691 through 43698 for \$7366.62; Auditor O&M warrant 316 for \$289.74; Election Equipment Revolving warrant 261 for \$349.00; Jail Commissary warrants 2019 through 2022 for \$747.13; Enhanced 911 warrants 984 through 986 for \$2927.46; TRAC Operations warrants 8142 through 8167 for \$29,130.65; Franklin County RV Facility warrants 103 and 104 for \$1057.32; for a total of \$41,867.92.

The grand total is \$613,429.54.

Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 5)

**Motion** – Mrs. Corkrum: I will move that we pay Salary Clearing payroll for \$527,173.56:

Warrants 36361 through 36484 for \$159,537.15; warrants 36485 through 36505 for \$174,435.88; and Direct Deposit for \$193,200.53. Second by Mr. Koch. 3:0 vote in favor.

The cover sheet includes the following amounts:

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Emergency Management Payroll warrants 6879 through 6887 for \$2774.92; warrants 6888 through 6896 for \$3263.00; and Direct Deposit for \$6575.33; for a total of \$12,613.25; and

Irrigation Payroll warrants 10550 through 10563 for \$6583.94; and warrants 10564 through 10571 for \$3150.83; for a total of \$9734.77. (Exhibit 6)

Human Services: Regional Support Network (RSN) Delegate

The Board decided to appoint Bob Koch to replace Sue Miller as the alternate on the RSN Board.

**AUDITOR**

County Auditor Zona Lenhart met with the Board

Department Update

Ms. Lenhart expects Franklin County will be dismissed from the governor's election lawsuit. Two sets of interrogatories were completed last week. Only three ballots are being questioned in Franklin County, all of which have valid reasons for not being counted.

Ms. Lenhart is anticipating that all Franklin County precincts are going to be made vote-by-mail precincts. She will need extra help funds in the Elections budget because we rely on extra help during elections. There are ADA requirements for at least two polling places. Federal money is available to help with the ADA requirements. The amount needed for extra help is not known yet.

**PUBLIC WORKS**

Assistant Public Works Director Guy Walters met with the Board.

Project Prospectus and Local Agency Agreements for replacing Dilling Lane Bridge

**Motion** – Mrs. Corkrum: I move approval of contract between Franklin County and Washington State Department of Transportation for CRP 582. This is Resolution 2005-064. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Resolution: Approving Needs Study and Location Analysis Report and Recommendations for Road 100/Dent Road

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The Board reviewed a map of the various proposals for Road 100/Dent Road study. Routes 1 and 3 were the Board's choices. Mr. Brock said the work will be done in segments. Mrs. Corkrum said there was no objection in the audience during the public meeting regarding the routes. Mr. Brock said 1 and 3 were the most obvious way to go.

**Motion** – Mr. Koch: I make a motion in the matter of approving the Needs Study and Local Analysis Report and Recommendation for Road 100/Dent Road extension. This is Resolution 2005-065. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

**Speed Limits on Gravel Roads**

Mr. Brock thinks Bellevue Road should be added to the list of roads with reduced speed limits. He said there may be others we need to look at. Mr. Walters said the public hearing for changing the speed limits has already been advertised so Bellevue Road needs to be added to the list and the hearing date needs to be changed. He said most of the roads to the north did not meet the criteria.

Mr. Walters said another idea that can be discussed at the public hearing is whether the roads should have reduced speeds for all vehicles or just for trucks. Mr. Brock would like the speed limit to be 35 miles per hour for all users.

Mr. Walters asked the Board to let him know within two weeks of any other roads they would like added to the list.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

**Safety Committee**

The new Safety Committee is meeting for the first time this afternoon. Mrs. Corkrum would like to know if the sheriff's deputies have training in defensive driving. Mr. Brock would like to know what the procedure is for high speed chases and whether our county policy is compatible with the Risk Pool policy. Mr. Verhulp said the Safety Policy contact number needs to be updated. The Risk Manager is supposed to be contacted when an accident occurs. Mr. Verhulp is currently the Risk Manager.

**Dog Control**

Mr. Verhulp has prepared information about dog control for Mr. Bowen's review.

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## TRAC

TRAC Manager Ray Ritari met with the Board.

### Event Update

Recent events listed day by day with attendance in parentheses were: Sportsmen Show move-in (400), Sportsmen Show (2700), Titans Game (250), Sportsmen Show (2700), Titans Games (250), and Sportsmen Show (2700).

Upcoming events include: Old Furniture Warehouse, Feet First Liquidation Sale, Tri-City Amateur Boxing, Brent Palmer Jackpot Roping, TCAHA, FC Emergency Management, Far West Fertilizer, Ski Club, Calvary Chapel Father/Daughter Ball, Jackpot Roping, Department of Ecology, TRAC Advisory Board, United Pipe and Supply, City of Pasco, Boat Show, PNAHA Lunch/Dinner, and Pentilla Wedding.

Rock Picker: A Bobcat-driven rock picker will be demonstrated tomorrow at TRAC. A Bobcat could be rented for the two or three times a year the rock picker is needed.

## COUNTY ADMINISTRATOR

County Administrator Fred Bowen and Human Resources Director Tiffany Coffland met with the Board.

### Tri-City Herald Progress Report

The Board reviewed the yearly report that was prepared for Tri-City Herald.

### Legal Opinion -- County Dog Issues

The Board asked Mr. Bowen to prepare information defining areas where dog control is needed. When the proposed ordinance is ready, they asked that the hearing notice be published in Tri-City Herald as well as the Franklin County Graphic.

**Executive Session** at 2:15 pm. regarding union negotiations expected to last 15 minutes.

**Open Session** at 2:46 p.m.

## OTHER BUSINESS

### Vouchers/Warrants

**Motion** – Mr. Koch: I move for approval of payment of County Road Fund payroll for \$69,969.62; and Motor Vehicle Fund payroll for \$9473.28. Second by Mrs. Corkrum.

3:0 vote in favor.

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Minutes

**Motion** -- Mrs. Corkrum: I move for approval of Commissioner Proceedings for January 24, 2005. Second by Mr. Koch. 3:0 vote in favor.

**Recessed** at 2:48 p.m.

**Reconvened** at 2:52 p.m. Mr. Bowen was not available for the remainder of the meeting.

Planning and Development Department

Planning Director Jerrod MacPherson and Code Enforcement Officer Jim Cherry met with the Board.

Burn Control: Mr. Cherry asked the Board to sign a letter accepting the Delegation Order issued to Franklin County to do agricultural burning permits. Mr. Cherry said Mark Nielson of the Franklin Conservation District has given his approval.

**Motion** -- Mrs. Corkrum: I move we approve the Delegation Order #05AQ-E139 issued to Franklin County, Washington, for administering the ag burn permitting program for the year 2005 and this agreement is between Washington State Department of Ecology and Franklin County Board of Commissioners. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

**Executive Session** at 2:58 p.m. regarding potential litigation expected to last 15 minutes.

**Open Session** at 3:13 p.m.

Handling of Fire Investigations: Mr. MacPherson updated the Board on work he has done to find out how the county can have fire investigations handled.

Higher Education Coordinating Board


**Motion** -- Mrs. Corkrum: I move for approval of letter to Higher Education Coordinating Board recommending that the Board review and re-evaluate their proposal to not allow WSU Tri-Cities to become a four-year campus. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

**Adjourned** at 3:16 p.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until January 31, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed February 7, 2005.

**FRANKLIN COUNTY RESOLUTION NO. 2005 060**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: RE-APPOINTING HENRY JOHNSON TO THE FRANKLIN COUNTY  
WATER CONSERVANCY BOARD FOR AN ADDITIONAL SIX-YEAR  
TERM, WITH SAID TERM EXPIRING AUGUST 1, 2011**

**WHEREAS**, the establishment of a Water Conservancy Board was approved by the  
Franklin County Board of Commissioners August 2, 1999; and

**WHEREAS**, Henry Johnson's position on the Water Conservancy Board is due to expire  
on August 1, 2005; and

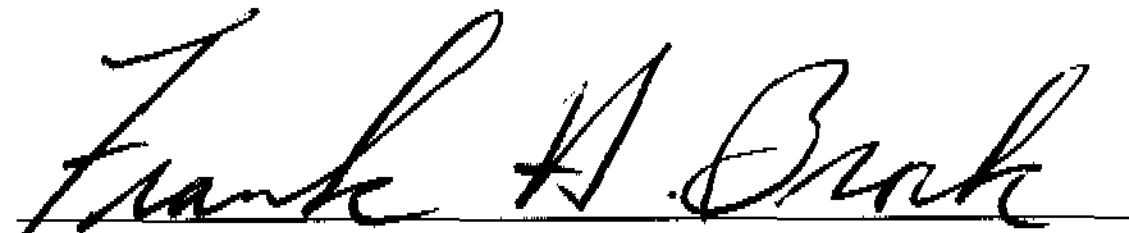
**WHEREAS**, Mr. Johnson has expressed a desire and willingness to continue to serve as a  
member of the Franklin County Water Conservancy Board; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of  
Commissioners hereby re-appoints Henry Johnson, 2202 West Clearwater Avenue,  
Kennewick, Washington 99336 to the Franklin County Water Conservancy Board to serve  
an additional six-year term, with said term expiring August 1, 2011.

**APPROVED** this 26<sup>th</sup> day of January 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman, Chairman

  
Neva J. Corkrum Pro-Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Henry Johnson

cc: Janet Carlson, WSDOE  
Appointment File



**FRANKLIN COUNTY RESOLUTION NO. 2005 061**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: AMEND FRANKLIN COUNTY RESOLUTION 2004-031 AND APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN BENTON AND FRANKLIN COUNTIES BOARD'S OF COMMISSIONERS AND WSCCCE/AFSCME, LOCAL 3892 REPRESENTING THE JUVENILE JUSTICE CENTER CLERICAL BARGAINING UNIT**

**WHEREAS**, Franklin County Resolution 2004-031 approved the 2004, 2005, 2006 Bargaining Agreement between Benton-Franklin Counties Juvenile Department (JJC) and Washington State Council of County and City Employees, of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 3892; and

**WHEREAS**, effective December 1, 2004 the Employer and the Union agreed to recognize the United Employees Benefits Trust (UEBT) and Group Health Options as the Juvenile Department's clerical bargaining unit's medical plan; and

**WHEREAS**, the parties also agreed that effective January 1, 2005 and each month thereafter, the Employer will pay its medical plan contribution covering each eligible regular full-time employee (regularly compensated for 40 or more hours per week) into the UEBT account of employees who were compensated for 40 or more hours in the preceding month or Group Health Options account covering said employees;

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

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby amends Franklin County Resolution 2004-031 and approves the Memorandum of Agreement by and between Benton and Franklin Counties Board's of Commissioners and the WSCCCE/AFSCME, Local 3892 representing the Juvenile Justice Center clerical bargaining unit.

**BE IT FURTHER RESOLVED** effective January 1, 2005 and each month thereafter, the Employer shall pay its medical plan contribution covering each eligible regular full-time employee (regularly compensated for 40 or more hours per week) into the UEBT account of employees who were compensated for 40 or more hours in the preceding month or Group Health Options account covering said employees.

**Franklin County Resolution No. 2005 061**

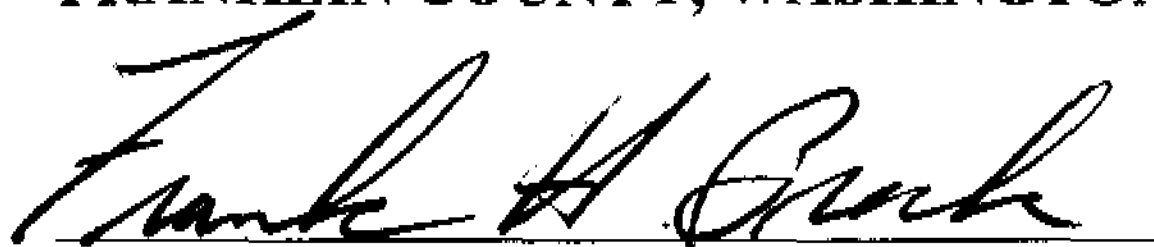
Page 2

MOA Benton/Franklin Counties, JJC Clerical BU, Local 3892

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

**APPROVED** this 26<sup>th</sup> day of January 2005.

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



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor  
Minutes  
Local 3892  
Benton County Commissioners

cc: Benton County PA  
Franklin County PA  
Juvenile Justice Center

## MEMORANDUM OF AGREEMENT

by and between

BENTON AND FRANKLIN COUNTIES BOARDS OF COMMISSIONERS,

and

WSCCCE /AFSCME Local 3892 Representing the JJC Clerical BU

THIS AGREEMENT is entered into by and between The Benton-Franklin Counties Juvenile Justice Center (hereinafter "Employer") and the Washington State Council of County and City Employees (WSCCCE), Region Two (2), Local 3892 (hereinafter "Union").

WHEREAS, the above-described parties have entered into a Collective Bargaining Agreement covering the period January 1, 2004 through December 31, 2006. Effective December 1, 2004 the Employer and the Union have agreed to recognize the United Employees Benefits Trust (UEBT) and Group Health Options as the Juvenile Department's clerical bargaining unit's medical plans and will be added to the contract by amendment.

NOW, THEREFORE, the parties have met and agreed to the following changes:

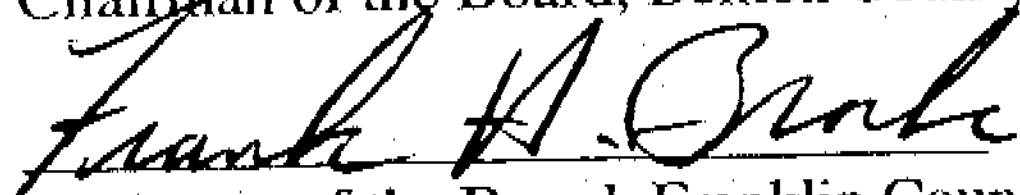
The Employer will, effective January 1, 2005 and each month thereafter, pay its medical plan contribution covering each eligible regular full time employee (regularly compensated for forty (40) or more hours per week) into the UEBT account of employees who were compensated for forty (40) or more hours in the preceding month or Group Health Options account covering said employees.

IN WITNESS TO THIS AGREEMENT, the parties, by their signatures set forth below, agree to abide by the terms and conditions set forth above:

BENTON-FRANKLIN JUVENILE  
JUVENILE JUSTICE CENTER



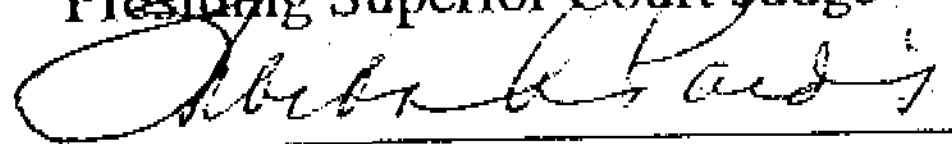
Chairman of the Board, Benton County



Chairman of the Board, Franklin County



Presiding Superior Court Judge



Administrator

Represented by:



Benton County, Deputy Prosecuting Attorney



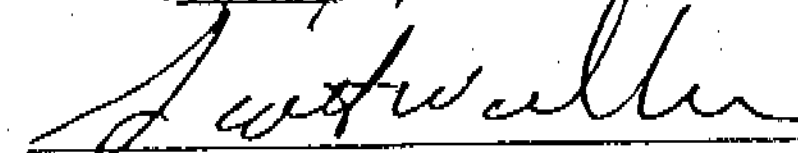
Franklin County, Deputy Prosecuting Attorney

WSCCCE, COUNCIL 2,  
LOCAL 3892



Alpha O. Laughlin, Area Representative

Date: 12/22/04



President Local 3892

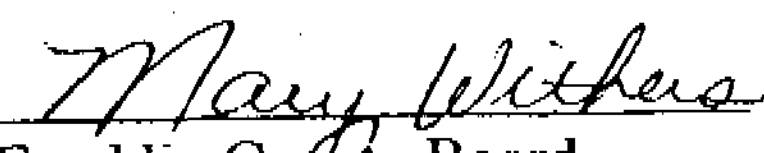
Attest:



Clerk: Benton County Board.

Date: 1/3/05

Attest:



Clerk: Franklin County Board.

Date: 1/26/05

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	January 26, 2005	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	UEBT	Pass Resolution	_____	Public Hearing	_____
	Agreements	Pass Ordinance	_____	1st Discussion	_____
Prepared by:	M. Wenner	Pass Motion	_____	2nd Discussion	_____
		Other	<u>X</u>	Other	_____

**SUMMARY**

I have included Memo of Agreements for Benton Franklin Juvenile Justice Clerical and Juvenile Detention Bargaining Units to be signed by the Franklin County Commissioners which agrees that UEBT Plan A5 and Group Health Options will be identified as the Juvenile Clerical and Juvenile Detentions health plans effective January 1, 2005.

**RECOMMENDATION**

Please sign that original Memorandum of Agreements and Acceptance of Trust Agreements for UEBT.

**FRANKLIN COUNTY  
RESOLUTION NO. 2005 062**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT FOR PROVIDING DEVELOPMENTALLY  
DISABILITIES SERVICES BETWEEN THE DIVISION OF DEVELOPMENTAL  
DISABILITIES AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF  
HUMAN SERVICES, #0363-36441-3**

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

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

**NOW THEREFORE, BE IT RESOLVED** that the attached amendment between Benton-  
Franklin Counties' Department of Human Services and The Division of Developmental  
Disabilities is hereby approved by the Board.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County  
Commissioners is hereby authorized to sign said agreement.

**APPROVED** this 26 day of JAN., 2005.

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

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





**Attest:** **BE IT RESOLVED** that the attached amendment between Benton-  
Franklin Counties' Department of Human Services and The Division of Developmental  
Disabilities is hereby approved by the Board.

**Clerk to the Board** **Robert E. Koch, Member**

**Originals:** Auditor's Office **cc:** Resolution Notebook  
Department of Human Services **Prosecuting Attorney's Office**  
Minutes

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

**NOW THEREFORE, BE IT RESOLVED** that the attached amendment between Benton-  
Franklin Counties' Department of Human Services and The Division of Developmental  
Disabilities is hereby approved by the Board.

		<b>COUNTY</b>  <b>PROGRAM AGREEMENT</b>  <b>AMENDMENT</b>		DSHS Agreement Number  0363-36441  Amendment No.  03
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.				Administration or Division Agreement Number  <hr/> County Agreement Number
DSHS ADMINISTRATION Aging and Disability Services Administration	DSHS DIVISION DDD		DSHS INDEX NUMBER 1122	CCS CONTRACT CODE 1769CS
DSHS CONTACT NAME AND TITLE Ron Walker		DSHS CONTACT ADDRESS DSHS/Division of Developmental Disabilities 609 Speyers Road Selah, WA 98942		
DSHS CONTACT TELEPHONE (509) 698-1240 Ext:		DSHS CONTACT FAX (509) 697-2230		DSHS CONTACT E-MAIL walkerr@dshs.wa.gov
COUNTY NAME Benton County Benton/Franklin Counties		COUNTY ADDRESS 2624 West Kennewick Avenue  Kennewick, WA 99336		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001296		COUNTY CONTACT NAME Dave Hopper		
COUNTY CONTACT TELEPHONE (509) 783-5282 Ext:		COUNTY CONTACT FAX (509) 783-5981		COUNTY CONTACT E-MAIL dave@bfdhs.org
THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS
AMENDMENT START DATE 01/01/2005		PROGRAM AGREEMENT END DATE 06/30/2005		
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$2,263,071.50		AMOUNT OF INCREASE OR DECREASE \$51,347.00		TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$2,314,418.50
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO				
<b>EXHIBITS.</b> When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A2				
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.				
COUNTY SIGNATURE(S) 		PRINTED NAME(S) AND TITLE(S) Frank Brock, Chair, Franklin County Commissioners		DATE(S) SIGNED 1/26/05
		Claude Oliver, Chair, Benton County Commissioners		
DSHS SIGNATURE 		PRINTED NAME AND TITLE Christy R. Hoosier, ADSA Contracts Manager		DATE SIGNED 2-22-05



**DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
COUNTY PROGRAM AGREEMENT NUMBER  
AMENDMENT NUMBER 03**

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

**Direct Payment Dollars Returned to County Contracts**

1. The purpose of this amendment is to increase the Maximum Program Agreement Amount by \$51,347.00, for a total revised Maximum Program Agreement Amount of \$2,314,418.50.

This increase is to add funds to the County Agreement to provide services to individuals who directly received Social Service Payment checks directly to pay for county employment and day program services from October 2002 until December 31, 2004. From January 1, 2005 to the end of this Agreement period, the County will make payments for services for the DDD specified clients and invoice the Division of Development Disabilities for the services in the usual manner as described in the Billing and Payment section of this Agreement.

2. Section 3. Statement of Work:

- a. Subparagraph e. Direct Payment Oversight is hereby removed from this County Agreement.
- b. Subparagraph f. is hereby removed from this County Agreement.

3. Section 4. Consideration:

- c. Subparagraph e. Direct Payment Oversight is hereby removed from this County Agreement.
- d. Subparagraph g. is hereby added as follows:

When the County administers funds for Home and Community Based Waiver individuals, payments must not exceed waiver lids for employment/day programs.

4. Exhibit A1 – Program Agreement Budget is hereby replaced in its entirety with Exhibit A2 – Program Agreement Budget, displayed below.

**2003-2005  
Program Agreement Budget  
12/22/04**

Agreed budget between Benton & Franklin Counties and the Division of Developmental Disabilities  
for

Contract Number 0363-36441-03

☐ Original Budget

**XX Budget Revision  
REVENUES**

Fiscal Year	Code			Title	Original	1st Revision	2nd Revision	3rd Revision
2004	334	04	68	DDD Grant In Aid	\$1,093,862.00			
2005	334	04	68	DDD Grant In Aid	\$1,093,862.00	\$1,159,482.00	\$1,169,209.50	\$1,220,556.00
				<b>Total</b>	<b>\$2,187,724.00</b>	<b>\$2,253,344.00</b>	<b>\$2,263,071.50</b>	<b>\$2,314,418.50</b>

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

BENTON-FRANKLIN SIGNATURE / DATE

DDD/R2 SIGNATURE / DATE



## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0363-36441-3	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

The Department of Human Services has an agreement with the Division of Developmental Disabilities (DDD) for services for individuals with developmental disabilities. DDD would like to add additional funding to provide services to individuals who directly received Social Service payment checks directly to pay for county employment and day program services

### SUMMARY

**Award:** \$51,347.00 for a maximum consideration of \$2,314,418.50

**Period:** January 1, 2005 to June 30, 2005.

**Funding Source:** Division Developmental Disabilities

### RECOMMENDATION

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

### FISCAL IMPACT

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

### MOTION

To approve signing Amendment #0363-36441-3 with the Division of Developmental Disabilities and authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY**  
**RESOLUTION NO. 2005 063**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT FOR PROVIDING MENTAL HEALTH SERVICES BETWEEN LUTHERAN COMMUNITY SERVICES AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, #0305-MH-LCS-2**

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

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


**NOW THEREFORE, BE IT RESOLVED** that the attached agreement between Benton-Franklin Counties Department of Human Services and Lutheran Community Services is hereby approved by the Board.


**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign said agreement.

**APPROVED** this 26<sup>th</sup> day of JAN., 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Pro Tem Chair

  
Robert E. Koch, Member

Attest:

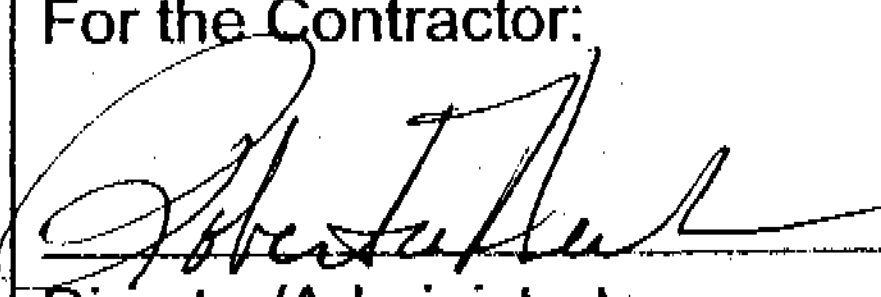
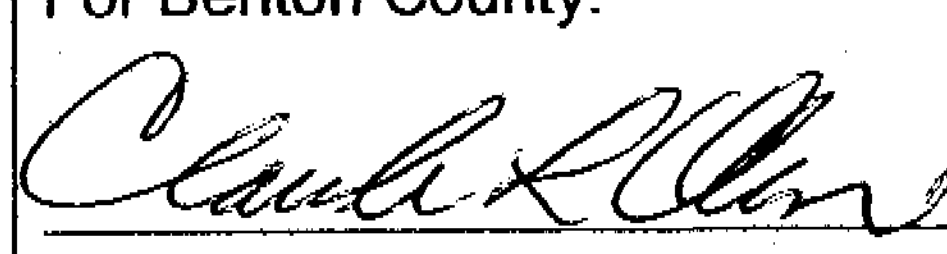
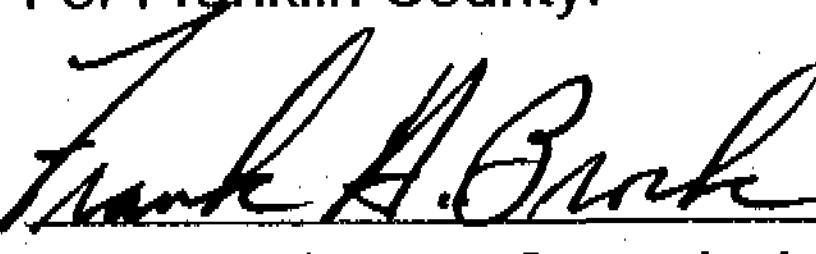
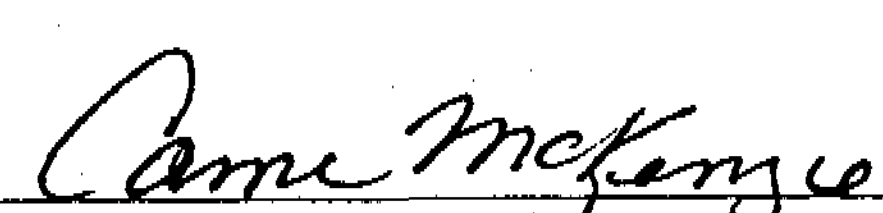
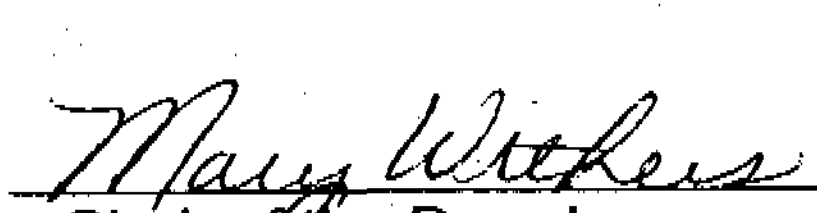
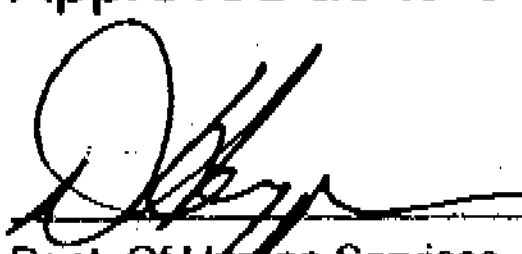

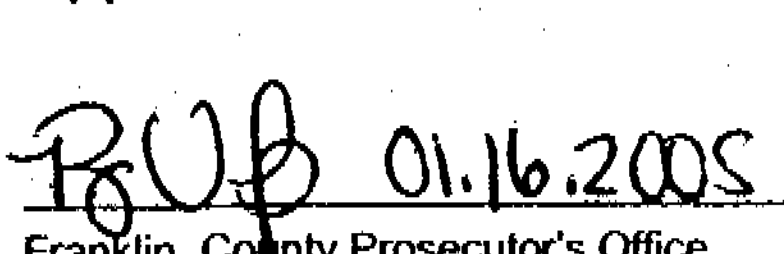
  
Clerk to the Board

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**AMENDMENT NUMBER: 0305-MH-LCS-2**

**THIS AMENDMENT** is made and entered into by, and between, Benton and Franklin Counties, hereinafter referred to as "Counties" at the location identified below, and the following subcontractor, hereinafter referred to as the "Contractor".

Contact: Dave Hopper, Director <b>Benton and Franklin Counties</b> Department of Human Services 2624 W. Kennewick Avenue Kennewick, WA 99336 (509) 783-0123	Contact: Rochelle Brunsdon, Director <b>Lutheran Community Services NW</b> 3321 W. Kennewick Ave., Suite 150 Kennewick, WA 99336 (509) 735-6446
For purposes of this Agreement, the Contractor is considered a <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA Numbers of Federal funds (if any):
THE TERM OF THIS AGREEMENT shall start and end on the following date, unless terminated sooner as provided herein:	
Start Date: <b>July 1, 2003</b>	End Date: <b>June 30, 2005</b>
<b>FUNDING:</b> All funding contained in this Agreement shall be listed in the Budget Summary of the Budget and Payment Provisions attached hereto.	
<b>THIS AMENDMENT</b> replaces the following sections of the original Agreement and incorporates the sections attached hereto and referenced herein. <b>ALL OTHER TERMS AND CONDITIONS</b> of the original Agreement, and any subsequent amendments thereto, shall remain in full force and effect.	
<ul style="list-style-type: none"> <li>✓ Budget and Payment Provisions</li> <li>✓ Reporting and Monitoring</li> <li>✓ Specific Terms and Conditions</li> <li>✓ Statement of Work</li> <li>✓ Exhibits List (listed Exhibits provided under separate cover)</li> </ul>	
<b>BY THEIR SIGNATURES BELOW</b> , the parties agree to the terms and conditions contained herein, all additional terms and conditions set out in any attachments to this Agreement, and those terms and conditions referenced and incorporated herein:	
For the Contractor:	
 Director/Administrator Roberta Nestaas, President/CEO	N/A Date 12/9/04
For Benton County:	For Franklin County:
 Benton County Commissioners Date: 2-7-05	 Franklin County Commissioners Date: 1/26/05
Attest:  Clerk of the Board	Attest:  Clerk of the Board
Approved as to Content:	Approved as to Form:
 Dept. Of Human Services	 Benton County Prosecutor's Office
	Approved as to Form:
	 Franklin County Prosecutor's Office

Complete document filed with Auditor

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
<b>Agreement #0305-MH-LCS-2 with Lutheran Community Services</b> Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

The Department of Human Services has a subcontract with Lutheran Community Services for community mental health services. The Department of Human Services would like to amend the agreement to incorporate a number of revisions required in the Counties' agreement with Greater Columbia Behavioral Health and to revise the funding formula.

### SUMMARY

**Award:** Not to exceed the amount in the Budget Summary.  
**Period:** Amendment is effective July 1, 2003 through June 30, 2005.  
**Funding Source:** Greater Columbia Behavioral Health, ESD 123 and HUD

### RECOMMENDATION

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

### FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health, ESD 123 and HUD. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve signing Amendment #0305-MH-LCS-2 with Lutheran Community Services for community mental health services and to authorize the Chair to sign on behalf of the Board.

EXHIBIT 5  
Franklin County Auditor

January 26, 2005

1016 North 4th Avenue  
Pasco, WA 99301

ZONA LENHART, Auditor  
509-545-3840 • Fax: (509) 545-2142  
www.co.franklin.wa.us

P.O. Box 1451  
Pasco, WA 99301

January 26, 2005

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, January 26, 2005.

Move that the following warrants be approved for payment:

2004

FUND	WARRANT	AMOUNT
<u>Expenditures</u>		
Current Expense	43690-43690	\$114.29
FC Public Facilities Const	697-697	\$17,280.44
Courthouse Renovation	326-328	\$547,695.64
Auditor O & M	315-315	\$27.29
Growth Management	201-201	\$2,538.25
Crime Victims/Witness	307-307	\$2,439.72
Jail Commissary	2015-2018	\$1,279.32
Solid Waste	1911-1911	\$186.67

TOTAL:	\$571,561.62
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2005

<u>Expenditures</u>		
Current Expense	43691-43698	\$7,366.62
Auditor O & M	316-316	\$289.74
Election Equip Revolving	261-261	\$349.00
Jail Commissary	2019-2022	\$747.13
Enhanced 911	984-986	\$2,927.46
TRAC Operations	8142-8167	\$29,130.65
Franklin County RV Facility	103-104	\$1,057.32

TOTAL:	\$41,867.92
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GRAND TOTAL:	\$613,429.54
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In the amount of \$613,429.54 The motion was seconded by ,  
And passed by a vote of 3 to 0.

Accounting  
545-3505

Elections  
545-3538

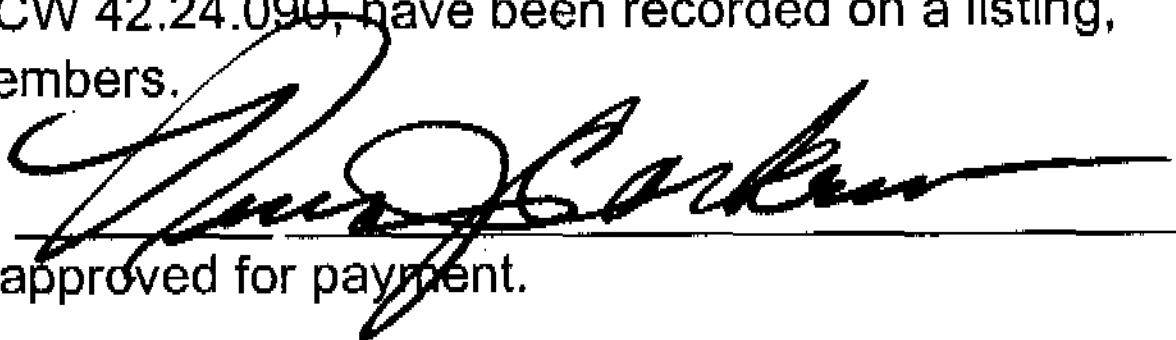
Recording  
545-3536

Licensing  
545-3533

January 31, 2005

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, 01/31/2005,  move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
<b>Salary Clearing Payroll:</b>		
	36361-36484	159,537.15
	36485-36505	174,435.88
	Direct Deposit	<u>193,200.53</u>
	<b>Total</b>	<b><u><u>\$527,173.56</u></u></b>

In the amount of \$ **527,173.56** . The motion was seconded by 

and passed by a vote of **3** to **0** .

**Emergency Mgmt Payroll:**

6879-6887	\$2,774.92
6888-6896	3,263.00
Direct Deposit	<u>6,575.33</u>
<b>Total</b>	<b><u><u>\$12,613.25</u></u></b>

**Irrigation Payroll:**

10550-10563	\$6,583.94
10564-10571	\$3,150.83
Direct Deposit	<u>0.00</u>
<b>Total</b>	<b><u><u>\$9,734.77</u></u></b>

FRANKLIN COUNTY RESOLUTION NO. 2005 064

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

RE: CONTRACT BETWEEN FRANKLIN COUNTY AND WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION FOR CRP 582

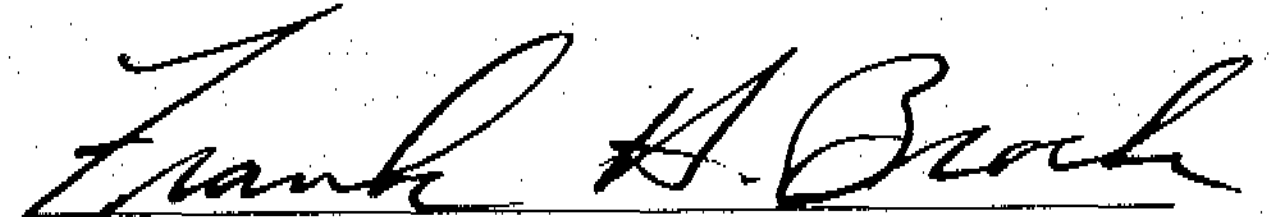
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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

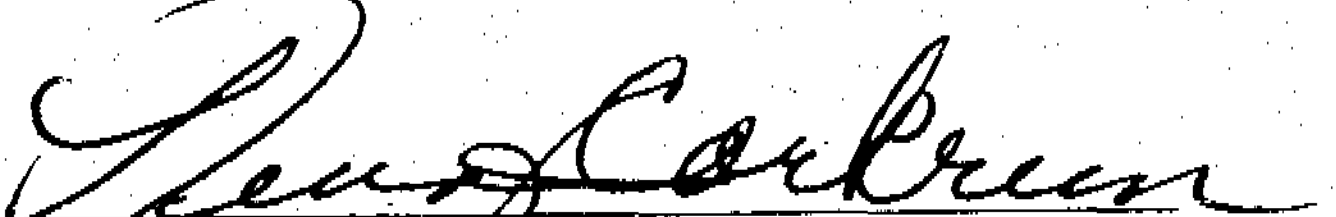
NOW, THEREFORE, BE IT RESOLVED that the attached Local Agency Agreement for CRP 582 between Franklin County and Washington State Department of Transportation is hereby approved by the Board.

APPROVED this 26<sup>th</sup> day of January, 2005

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair

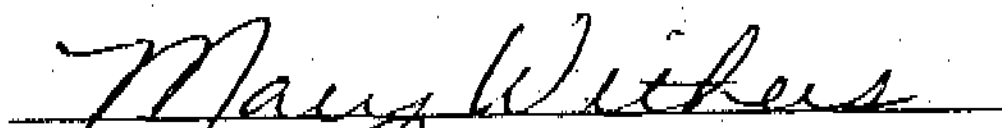


Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board





# Local Agency Agreement

Agency Franklin County Public Works Department  
Address 3416 Stearman Avenue  
Pasco, WA 99301-7104

CFDA No. 20.205  
(Catalog of Federal Domestic Assistance)  
Project No. BR05-2011(024)  
Agreement No. LA 5838  
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

## Project Description

Name CRP 582 / Dilling Lane Bridge #216-0.56 Length 0.20 Miles  
Termini Milepost 0.46 to Milepost 0.66

## Description of Work

The proposed work shall consist of constructing a new single span concrete superstructure, approximately 30 feet in length, new reinforced concrete abutments, adequate approach work to accommodate existing operation and maintenance roads, guardrail, and other related work to bring the superstructure and approach roadway up to current standards.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 100 %  Federal Aid Participation Ratio for PE	a. Agency	15,000.00	0.00	15,000.00
	b. Other Consultant	35,000.00	0.00	35,000.00
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	50,000.00		50,000.00
Right of Way %  Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total RW Cost Estimate (f+g+h+i)			
Construction %  Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	50,000.00		50,000.00

Agency Official

By

Frank A. Burke

Washington State Department of Transportation

By

Stephanie

Title Chair, Franklin County Board of Commissioners

Assistant Secretary for Highways and Local Programs

Date Executed

**FEB 04 2005**



**Construction Method of Financing** (Check Method Selected)**State Ad and Award**

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- ☒ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions****I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Transportation Equity Act for the 21st Century (TEA 21), as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by WSDOT.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

**1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

#### VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

#### VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

#### IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Assistant Secretary for Highways and Local Programs.

#### X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

#### XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

#### XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;  
 (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

### XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

### XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary determines that such termination is in the best interests of the State.

### XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

### XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, 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 any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Additional Provisions

2005 065

## FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: IN THE MATTER OF APPROVING THE NEEDS STUDY AND LOCATION  
ANALYSIS REPORT AND RECOMMENDATIONS FOR ROAD 100/DENT  
ROAD EXTENSION**

**WHEREAS**, J-U-B Engineers have completed the Needs Study and Location Analysis for the  
Road 100/Dent Road Extension; and

**WHEREAS**, a public hearing was held on January 12, 2005 for the public to comment on said  
report recommendations; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority  
of Franklin County and has determined that approving the Needs Study and Location Analysis  
Report for the Road 100/Dent Road extension to be in the best interest of Franklin County.

**NOW, THEREFORE, BE IT RESOLVED** that the attached Road 100/Dent Road Extension  
Needs Study and Location Analysis dated January, 2005 is hereby approved by the Board; and

**BE IT FURTHER RESOLVED** that the Franklin County Public Works staff is hereby directed  
to pursue the recommendations as outlined in said report.

**APPROVED** this 26<sup>th</sup> day of January, 2005

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

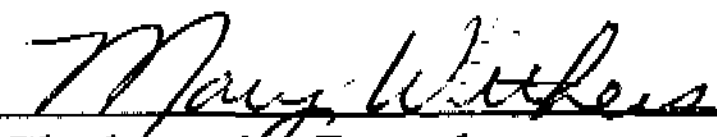


Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

# Road 100/Dent Road Extension

## Needs Study And Location Analysis

January, 2005

Prepared for:

Franklin County Public Works Department  
Pasco, Washington 99301

Prepared by:



J-U-B ENGINEERS, Inc.  
2810 W. Clearwater Avenue, Suite 201  
Kennewick, Washington 99336

*Complete document filed with Auditor*



January 26, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

January 26, 2005

TO: Washington State Department of Ecology  
Agricultural and Open Burning Unit Supervisor  
Attn: Karen Wood  
4601 N. Monroe  
Spokane, WA 99205 - 1295

FROM: Franklin County Board of Commissioners  
1016 N. 4<sup>th</sup> Ave.  
Pasco, WA 99301

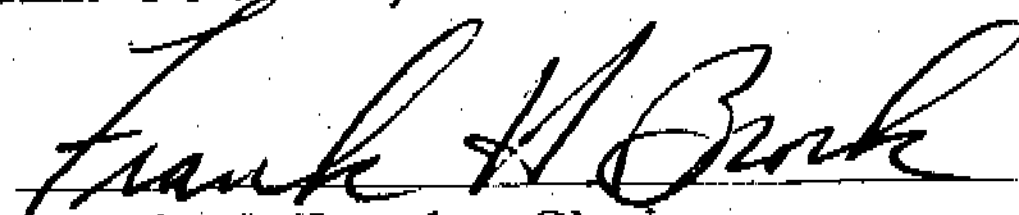
RE: **Delegation Order No 05AQ-E139 - issued to Franklin County, Washington for administering the Agricultural burning permitting program for the 2005 year.**


Dear Karen Wood:

The Franklin County Board of Commissioners held a meeting on January 26, 2005 and has accepted the **Delegation Order No 05AQ-E139**, to administer the Agricultural Burning Permitting program as stated and in Pursuant to Chapter 70.94 - (RCW) Revised Code of Washington State and rules and regulations of the Department of Ecology.


The following Authority of Franklin County have agreed to this Delegation Order # 05AQ-E139 as described above.

**BOARD OF COUNTY COMMISSIONER'S  
FRANKLIN COUNTY, WASHINGTON**

  
Frank H. Brock - Chairman

  
Neva J. Corkrum - Chair pro-tem

Attest:

  
Mary Withers - Clerk of the Board

  
Robert E. Koch - Member

January 26, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

January 26, 2005

Higher Education Coordinating Board  
917 Lakeridge Way  
P.O. Box 43430  
Olympia, WA 98405-3430  
Email: [info@hecb.wa.gov](mailto:info@hecb.wa.gov)

Dear Coordinating Board:


Please accept this letter as testimony for the public hearing scheduled for Thursday, January 27, 2005.

The Franklin County Board of Commissioners wishes to express our displeasure regarding the draft recommendation not to allow Washington State University (WSU) Tri-Cities to become a four-year campus. We feel this is myopic vision. WSU Tri-Cities expanded will draw from a large area, not just in-place students.

With the expanded vision of a 2,600 student need in Washington State by the year 2010, expansion of WSU Tri-Cities to a four-year university is just prudent planning. We certainly do not wish to weaken the potential to develop new programs with the national laboratory. This is a significant opportunity to expand research and allow students access.

We recommend the Board take additional time to review and re-evaluate their proposal to not allow WSU Tri-Cities to become a four-year campus. Your consideration is greatly appreciated.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

cc: Email: WSU Tri-Cities – 8th, 9th & 16th Legislators