

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for December 5, 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 move for approval of the consent agenda as follows:

1. Approval of **joint Resolution 2005-493** in the matter of re-appointing Kate Burdick, James Renner and Tim Jackson to the Mental Health Advisory Board representing Benton and Franklin Counties, for a term expiring December 31, 2008. (Exhibit 1)
2. Approval of **joint Resolution 2005-494** in the matter of re-appointing Beverly Miller and Christy Watts to the Developmental Disabilities Advisory Board representing Benton and Franklin Counties, for a term expiring December 31, 2008. (Exhibit 2)
3. Approval of **joint Resolution 2005-495** in the matter of re-appointing Dixie Bone to the Benton-Franklin Counties' Substance Abuse Administrative Board for a three year term expiring December 31, 2008. (Exhibit 3)
4. Approval of **Resolution 2005-496** for the 2006-2007 Agreement between Franklin County and the City of Kahlotus, for the Franklin County Sheriff to provide police protection and law enforcement within the corporate limits of the City, with said agreement expiring on December 31, 2007. (Exhibit 4)
5. Approval of **Resolution 2005-497** authorizing Information Services to purchase WatchGuard SpamBlocker, a Firebox X Core and Peak integrated security service, from GovConnection at a cost of \$1,404.41 and approving an intra budget transfer in the amount of \$1,410 within the 2005 Current Expense Information Services Budget, Number 001-000-350, from line item 518.80.48.0001 (Repairs & Maintenance - Cerium) to line item 518.80.48.0002 (R&M - Miscellaneous Computer Repairs). (Exhibit 5)
6. Approval of **joint Resolution 2005-498** 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 0563-84840 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Department of

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Social and Health Services, ESSB 59093 Disposition Alternatives, for a term commencing July 1, 2005 and terminating June 30, 2007. (Exhibit 6)

7. Approval of **joint Resolution 2005-499** 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 # 0563-86256 between the Juvenile Justice Center and Department of Social & Health Services, for a term commencing December 1, 2005 and terminating June 30, 2007. (Exhibit 7)
8. Approval of **joint Resolution 2005-500** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and J&J Security & Transport, Inc., for a term commencing upon execution by the Counties and terminating on December 31, 2006. (Exhibit 8)
9. Approval of *Delegation of County Legislative Authority to Serve on Canvassing Board*, designating Frank H. Brock, Chairman, to serve on the Franklin County Canvassing Board for the recount held December 6-8, 2005, for the City of Pasco Councilmember District #4 position. (Exhibit 9)

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

Regular Agenda

Mr. Koch asked if the Board would approve paying dues to the Big Bend Resource Conservation and Development (RC&D) Council. He would like to be actively involved in it.

Motion – Mrs. Corkrum: I move for approval of the Big Bend Resource Conservation Development Council to pay their annual dues for \$200. Second by Mr. Koch. 3:0 vote in favor. The amount will be paid from the 700 Budget. (Exhibit 10)

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of Current Expense warrants 48058 through 48115 for \$26,746.37; Veteran's Assistance Fund warrants 1252 through 1257 for \$2,301.17; and Current Expense warrants 48116 through 48142 for \$7,356.63; for a total of \$36,404.17. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 11)

Herd Law

The Board asked staff to research some information about the county's herd law.

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JUVENILE JUSTICE CENTER (JJC)

JJC Director Sharon Paradis, Judge Robert Swisher and Dennis Yule, and Shannon Jones met with the Board.

Drug Court

The proposed budget amounts were reviewed for the 2006 Franklin County share of the Drug Court. Ms. Paradis said Benton County will consider utilities and fuel as a supplement in January rather than as part of the baseline budget at this time. The additional increase for Franklin County would be \$11,536 with the expectation we would get 50% additional funds from the state (Exhibit 12).

Ms. Paradis said we would appreciate it if you would give consideration to funding the Drug Court. She knows that is a concern because the tax initiative was very specific with respect to the Drug Court. Mr. Brock said you still need support. Ms. Paradis said one thing that had not been considered at the election time was the potential of support from the state. In addition, we literally robbed Peter to pay Paul in our programs in order to keep the Drug Court minimally alive. We've made some adjustments because of what we think is the importance of the Drug Court program.

Mrs. Corkrum said she thinks the adult and juvenile drug courts have had positive results and both need to be funded. Mr. Koch nodded his head in agreement.

Motion – Mrs. Corkrum: I move for approval of \$11,536 additional funding. Second by Mr. Koch. 3:0 vote in favor.

Judge Yule and Ms. Paradis expressed their support. Judge Yule said we are going to be very aggressive in trying to obtain state support.

Mrs. Corkrum said Franklin County can include the amount in its budget now even though Benton County plans to do it as a supplement.

PLANNING AND DEVELOPMENT DEPARTMENT

Planning Director Jerrod MacPherson and Assistant Director Greg Wendt met with the Board.

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Public Hearing: Short Plat 2005-13 for applicant Ruth Coie to short plat 2.04 acres into three lots. The lots range in size from 1/2 acre to 3/4 acre. The property is zoned Residential Suburban 20,000 (RS-20).

Public Hearing convened at 9:30 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: Engineer Tim Fife, Ruth Stratton, Jim Stratton, Ruth Coie, Cal Coie, and Brent Coie.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 13).

Mr. MacPherson showed a copy of the plat submitted by the applicant. He listed the conditions of approval.

Mr. Brock asked three times if anyone in the audience would like to speak against the proposal. Ruth Coie has a concern about the conditions of approval. Mr. Brock said this is just the time to speak against the proposal. No one spoke against the proposal.

Mr. Brock asked if anyone in the audience would like to speak in favor of the application. Ruth Coie spoke in favor of the application. Mr. Brock asked if anyone else would like to speak in favor. There was no response. Mr. Brock closed the hearing to audience participation.

Mr. MacPherson said the applicants wanted to talk about one of the conditions.

Ruth Coie said the main concern is the requirement to widen the road on Pearl Street. Why would we have to widen Pearl Street? She can see dedicating the land. This is a country road. The lots are so small. It will never be short platted again by anybody. Why would we have to widen this road? It doesn't make sense. She showed pictures that go down Pearl Street at Road 48, Road 40, etc. She said we're building on the north side. We're not doing anything to impact Pearl Street whatsoever. The access will be on Bumpous Street.

Mrs. Corkrum asked Mr. Fife if we approve this for just the dedication of the property, would that suffice for now? Mr. Fife said our comments are recommendations. They are based on looking at the lot and that it fronts on three sides. He said we have

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received a number of complaints on Pearl Street from people who want it widened. The width is not available right now to widen it. Mrs. Corkrum said if they're just going to improve on their property, it will be wide there and not on other areas. Mr. Fife said to the south of that, the lots are large enough that they could be short platted. To be consistent, we need to ask for it.

Mr. Brock said they're going to build a house with access on Bumpaous Road. Mr. Fife said you can take other things into consideration. Mr. Brock said why can't we withhold a building permit on the lower lot? Mr. Fife said it's already built on. The existing house access is on Road 48. The new house access will be on Bumpaous Road.

Mrs. Corkrum asked: There's no way that the people that own the lot next to Mr. and Mrs. Stratton's home, we're not going to be able to force them to participate in widening this road? Mr. Fife said not under this short plat, no. Mr. Fife said the road work would cost about \$2000.

Mr. Brock said when their access is on Road 48 and they don't access on Pearl Street, he has trouble requiring them to do it. Mrs. Corkrum said I think we need to dedicate the property but not have to build the road until the lots south of Pearl Street build and at that time they would have to participate in an LID.

Mr. Brock would not want them to have to bond it, just have some stipulation that when the other lot was built on they had to participate.

Mr. MacPherson said he thinks Mr. Fife's recommendation is coming as a matter of consistency. Mr. Fife said the Board can vary from his recommendation based on the circumstances.

Mr. Brock was called out of the room.

Mrs. Corkrum asked if the paperwork in the resolution can be changed so they don't have to put up the money now but at the time the road is ever improved, they would have to participate. Mr. MacPherson asked if standard LID language would suffice. 5(e) was reviewed. Mr. Wendt said we could strike 5(c) and 5(d) of the conditions.

Mr. Brock returned to the meeting. Mr. MacPherson said the discussion has been to strike two of the conditions.

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Motion – Mrs. Corkrum: I move for approval to grant preliminary approval of Short Plat 2005-13 subject to the seven findings of fact and eight conditions with the exception of item 5 condition, we strike paragraph (c) and (d). This is Resolution 2005-501. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)

Mrs. Corkrum said so the land will be dedicated and if and when the road is widened to the south, you would be responsible just for your length of property on Pearl Street.

Brent Coie asked about the water line requirement. Mr. Brock said that is standard. The county can't do too much about that. That's strictly the city. It has no bearing on what we're doing here.

Brent Coie said they're expecting us to put in another 6" line. Mr. Brock said no matter what we say here, we have no bearing on that. He said we approved the zoning.

Ruth Coie asked so if there was a question on the 6" water line, we would go to the City of Pasco? The answer was yes. Ruth Coie asked and then come back to you? The answer was no. Mrs. Corkrum said you have to meet these conditions before the final plat is approved and you have a year to do that.

Jim Stratton asked about Road 48 right-of-way. The Board said the planners will work with the Strattons and Coies.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers

Motion – Mrs. Corkrum: I move for approval of County Road vouchers in the amount of \$94,932.93, Motor Vehicle and Public Works Equipment Fund \$13,534.95; and Solid Waste \$799.20. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

Resolution: Cell Phone Agreement for Larry Singleton, Park Caretaker

Mr. Fife asked for approval of the cell phone agreement.

Motion – Mr. Koch: I move that we accept the agreement between Franklin County and Larry Singleton for the use of his cell phone for county business. This is Resolution 2005-502. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 16)

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COUNTY ADMINISTRATOR

County Administrator Fred Bowen and Secretary Bridgette Scott met with the Board.

Liability Insurance Expenditure – Sheriff's Office

The list of Sheriff's Office equipment covered by insurance was reviewed. The Sheriff has sent a letter objecting to having his budget pay for the insurance costs on some equipment. The Board approved a letter to Sheriff Lathim (Exhibit 17).

Mr. Brock left the meeting for a personal appointment.

Ms. Scott left the meeting.

Executive Session at 10:03 a.m. regarding union negotiations expected to last 30 minutes.

Executive Session continued at 10:33 a.m. expected to last five more minutes. Those waiting outside were notified.

Open Session at 10:35 a.m.

Jackson & Perkins Roses

Mr. Bowen asked the Board to review a draft letter to Jackson & Perkins requesting a donation of rose bushes for the Courthouse grounds.

Recessed at 10:38 a.m.


Reconvened at 10:41 a.m.

Adjourned at 10:42 a.m.

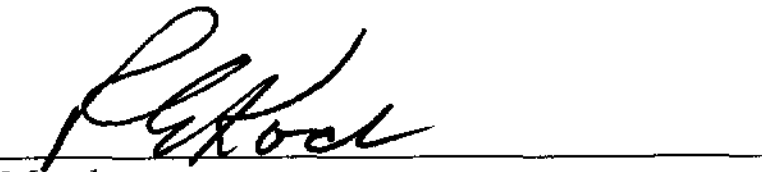
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until December 7, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed December 14, 2005.

EXHIBIT I
JOINT RESOLUTION

December 5, 2005

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND
FRANKLIN COUNTY, WASHINGTON

05 810

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 493

**IN THE MATTER OF RE-APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD
TO REPRESENT BENTON AND FRANKLIN COUNTIES**

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, the terms Kate Burdick, James Renner and Tim Jackson will expire on December 31, 2005, and each has indicated interest in being reappointed to the Board; and

WHEREAS, the Mental Health Advisory Board recommends this reappointment; NOW THEREFORE,

BE IT RESOLVED that Kate Burdick, 414 Snyder, Richland, WA 99352, James Renner, 1500 S. Jefferson Place, Kennewick, WA 99338 and Tim Jackson, 828 N. 14th Avenue, Pasco, WA 99301 hereby be reappointed to the Benton-Franklin Counties' Mental Health Advisory Board for a term of appointment that will expire on December 31, 2008.

DATED: 12-19-05

Charles K. Olson
Chairman of the Board

Ma E. Berridge
Member

Leo M. Bowman
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: Carmel McKeage
Clerk of the Board

DATED: DEC. 5, 2005

Frank H. Brock
Chairman of the Board

Dwight Jackson
Member

Phyllis
Member
Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: Mary Withers
Clerk of the Board

Distribution: Benton County Commissioners
Franklin County Commissioners
Dept. of Human Services

cc: Kate Burdick
James Renner
Tim Jackson

Carey

EXHIBIT 1
FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

December 5, 2005

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Re-Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Mental Health Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

The Counties' Mental Health Advisory Board (MHAB) is a nine member board which reviews mental health treatment programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

The terms of three positions ended December 31, 2005. Kate Burdick, James Renner and Tim Jackson expressed interest in being re-appointed to the Mental Health Advisory Board for an additional term.

RECOMMENDATION

- 1st Sign the Joint Resolution to re-appoint Kate Burdick, James Renner and Tim Jackson to an additional term which will expire December 31, 2008.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to re-appoint Kate, James and Tim to an additional term on the Mental Health Advisory Board with the term ending December 31, 2008.

EXHIBIT 2
JOINT RESOLUTION

December 5, 2005

05 812

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2005 494

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND
FRANKLIN COUNTY, WASHINGTON**

**IN THE MATTER OF RE-APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY
BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES'**

WHEREAS, a Joint Resolution was signed by Benton County on October 10, 2005 by resolution #05-634, and by Franklin County on September 21, 2005 by resolution #2005-391, re-creating the Benton-Franklin Counties' Developmental Disabilities Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties, and

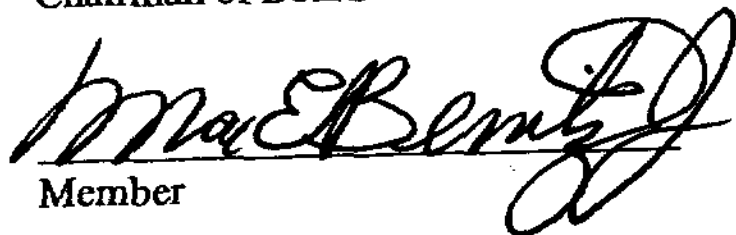
WHEREAS, the terms of Beverly Miller and Christy Watts expire on December 31, 2005, and each has indicated interest in being reappointed to the Board; and,


WHEREAS, the Developmental Disabilities Advisory Board recommends these reappointments; NOW
THEREFORE,

BE IT RESOLVED that Beverly Miller, 935 W. 14th Place, Kennewick, WA 99336 and Christy Watts, 2623 S. Kellogg Street, Kennewick, WA 99338 be hereby reappointed to the Benton-Franklin Developmental Disabilities Advisory Board for terms of appointment that will expire on December 31, 2008.

DATED: 12-19-05


Chairman of Board



Member


Member
Constituting the Board of County
Commissioners of Benton County, Washington

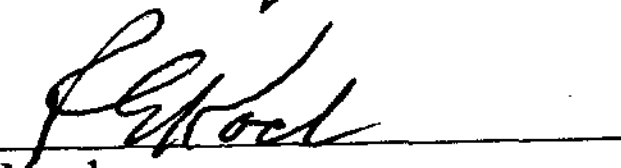
Attest: 
Clerk of the Board

Distribution: Benton County Commissioners
Franklin County Commissioners
Dept. of Human Services

DATED: 12/5/05


Chairman of Board


Member


Member
Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: 
Clerk of the Board

cc: Beverly Miller
Christy Watts

Carey

EXHIBIT 2
FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

December 5, 2005

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Re-Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Developmental Disabilities Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

The Counties' Developmental Disabilities Advisory Board (DDAB) is a nine member board which reviews developmental disabilities service programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

The terms of three positions will end on December 31, 2005. Beverly Miller and Christy Watts has expressed interest in being re-appointed to the Developmental Disabilities Advisory Board for an additional term. One member resigned and remains vacant and will be filled upon application and recommendation of the Advisory Board.

RECOMMENDATION

1st Sign the Joint Resolution to re-appoint Beverly Miller and Christy Watts to additional terms which expire December 31, 2008.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to re-appoint Beverly Miller and Christy Watts to additional terms on the Developmental Disabilities Advisory Board with terms ending December 31, 2008.

JOINT RESOLUTION

05 811

BENTON COUNTY RESOLUTION NO.
FRANKLIN COUNTY RESOLUTION NO. 2005 495

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND
FRANKLIN COUNTY, WASHINGTON**

IN THE MATTER OF REAPPOINTMENT TO THE BENTON-FRANKLIN COUNTIES=
SUBSTANCE ABUSE ADMINISTRATIVE BOARD

WHEREAS, Benton County Resolution #82-479 and Franklin County Resolution #82-110 created the Benton-Franklin Counties' Substance Abuse Administrative Board; and,

WHEREAS, said resolutions provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties=; and,

WHEREAS, the terms of Dixie Bone and Thomas Atwood expire on December 31, 2005, and each have indicated interest in being reappointed to the Board; and,

WHEREAS, the Substance Abuse Administrative Board recommends these reappointments;
NOW, THEREFORE,

BE IT RESOLVED that Dixie Bone, 1808 Longfitt, Richland, WA 99352 and Thomas Atwood, 660 Swift Blvd, Suite A, Richland, WA 99352 hereby be reappointed to the Benton-Franklin Counties' Substance Abuse Administrative Board for a three-year term each to expire on December 31, 2008.

DATED: 12-19-05

Claudia L. Olson
Chairman of Board

Ma E. Benoit
Member

Leo M. Bauman
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: Carmie McFarlane
Clerk of the Board

Distribution: Benton County Commissioners
Franklin County Commissioners
Dept. of Human Services

DATED: 12/5/05

Frank A. Bone
Chairman of Board

Theresa Clark
Member

Pat Kool
Member
Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: Mary Withers
Clerk of the Board

Copy to: Dixie Bone
Thomas Atwood

Carey

EXHIBIT 3
FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

December 5, 2005

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Re-Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Substance Abuse Administrative Board	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

The Counties' Substance Abuse Administrative Board (SAAB) is a nine member board which reviews substance abuse treatment and prevention programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

The terms of three positions will end on December 31, 2005. Dixie Bone and Thomas Atwood has expressed interest in being re-appointed to the Substance Abuse Administrative Board for an additional term. One position remains vacant and will be filled upon application and recommendation of the Administrative Board.

RECOMMENDATION

- 1st Sign the Joint Resolution to re-appoint Dixie Bone and Thomas Atwood to additional terms which expire December 31, 2008.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to re-appoint Dixie Bone and Thomas Atwood to additional terms on the Substance Abuse Administrative Board with terms ending December 31, 2008.

FRANKLIN COUNTY RESOLUTION NO. 2005 496

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: 2006-2007 AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY
OF KAHLOTUS FOR THE FRANKLIN COUNTY SHERIFF TO PROVIDE
POLICE PROTECTION AND LAW ENFORCEMENT WITHIN THE
CORPORATE LIMITS OF THE CITY**

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 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 this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached 2006-2007 Agreement between Franklin County and the City of Kahlotus, for the Franklin County Sheriff to provide police protection and law enforcement within the corporate limits of the City, with said agreement expiring on December 31, 2007.

APPROVED this 5th day of December 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
City of Kahlotus

cc: Sheriff's Department

AGREEMENT 2006-2007 - KAHLOTUS

2005 496

THIS AGREEMENT made and entered into this 16 day of July, 2005, by and between the COUNTY OF FRANKLIN, a legal subdivision of the State of Washington, hereinafter referred as the "County" and the CITY OF KAHLOTUS, a municipal corporation of the State of Washington, hereinafter referred to as the "City",
WITNESSETH:

WHEREAS, The City is desirous of contracting with the County for the performance of the hereinafter described law enforcement function within its boundaries of the County of Franklin, through the Sheriff thereof: and

WHEREAS, such contracts are authorized and provided for by the provision of Chapter 39.34, Revised Code of Washington, Interlocal Cooperation Act of 1967, as amended:

NOW THEREFORE, it is agreed as follows:

1. The County agrees, by and through its Sheriff to provide police protection and law enforcement within the corporate limits of the City. Such services shall encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County and the Marshal of the City under the laws of the State of Washington, and the ordinances of the City of Kahlotus.

Such services shall include routine patrol, response to specific calls for police service, investigation of crimes, and enforcement of laws within the City of Kahlotus.

Enforcement of dog control, planning and zoning laws, ordinances and regulations, and civil process service are hereby excluded and not a part of this agreement.

2. The rendition of services, the standards of performances, the discipline of officers and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

3. The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, or by reason of the performance of any of the services provided for herein. The County indemnifies the City against any loss of expense by reason of injury or sickness, compensation of indemnity arising out of employment of any County personnel serving the City hereunder.

4. **Term:** The term of this agreement shall be for a period of two (2) years, expiring December 31, 2007.

5. **Compensation:** The City of Kahlotus agrees to pay to Franklin County the sum of Two Thousand Nine Hundred Seventy Five dollars (\$2,975.00) for 2006 and Three Thousand Sixty Four Dollars (\$3,064.00) for 2007.

6. The rendition of services, the standards of performances, the discipline of officers and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

7. The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, or by reason of the performance of any of the services provided for herein. The County indemnifies the City against any loss of expense by

Payments to Franklin County Sheriff shall be paid quarterly. Payment shall be due within 30 days of receipt of invoice. Invoice shall be sent the first week of each quarter.

IN WITNESS WHEREOF, the City of Kahlotus by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested to by its Clerk, and the County of Franklin by resolution of its Board of County Commissioners, and the seal of said Board affixed thereto and attested by the Clerk of the Board, all on the day and year first above written.

CITY OF KAHLOTUS, WASHINGTON

BY: Donna Fore
Mayor

ATTEST:

Sharon McCall
City Clerk

May Withers
Clerk of the Board

Richard Latham
Approved:
Richard Latham, Sheriff

BOARD OF COMMISSIONERS,
Franklin County

Frank H. Brook
Chairman

David Jackson
Member

REKod
Member

BU P
Approved to form, P.A.'s Office

Sharon McCall
City Clerk

May Withers
Clerk of the Board

Richard Latham
Approved:
Richard Latham, Sheriff

Frank H. Brook
Chairman

David Jackson
Member

REKod
Member

BU P
Approved to form, P.A.'s Office

FRANKLIN COUNTY RESOLUTION NO. 2005 497

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE WATCHGUARD SPAMBLOCKER FROM GOVCONNECTION

and

INTRA BUDGET TRANSFER IN THE AMOUNT OF \$1,410 WITHIN THE 2005 CURRENT EXPENSE INFORMATION SERVICES BUDGET, NUMBER 001-000-350, FROM LINE ITEM 518.80.48.0001 (REPAIRS & MAINTENANCE - CERIUM) TO LINE ITEM 518.80.48.0002 (R&M - MISCELLANEOUS COMPUTER REPAIRS)

WHEREAS, the current spam blocker is inadequate to block unsolicited email traffic; and

WHEREAS, Information Services requested a quote from GovConnection to provide Franklin County with a firebox spam blocker;

WHEREAS, GovConnection quoted a cost of \$1,296.78, not including tax, to provide WatchGuard SpamBlocker, a Firebox X Core and Peak integrated security service; and

WHEREAS, GovConnection offers a 30-day free trial period, and if the software is compatible Information Services will have an annual maintenance cost of approximately \$780, to be paid from the I.S. Budget, line item 518.80.48.0005 (R&M - Maintenance Agreements); and

WHEREAS, a transfer of \$1,410 is requested from the telephone maintenance line item to the computer maintenance line item to pay for said software;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes Information Services to purchase WatchGuard SpamBlocker, a Firebox X Core and Peak integrated security service, from GovConnection at a cost of \$1,404.41 (cost includes tax – no charge for shipping).

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$1,410 within the 2005 Current Expense Information Services Budget, Number 001-000-350, from line item 518.80.48.0001 (Repairs & Maintenance - Cerium) to line item 518.80.48.0002 (R&M – Miscellaneous Computer Repairs).

APPROVED this 5th day of December 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

Originals: Auditor – Minutes – I.S.

cc: Accounting Department

Patricia Shults

From: Toni Fulton
Sent: Wednesday, November 30, 2005 1:02 PM
To: Patricia Shults
Subject: SpamBlocker
Importance: High

Hi Pat,

I've attached a quote for and description of software that Kevin would like to purchase to help eliminate unsolicited email traffic. Could you please prepare a resolution for Monday's agenda? (Neva was in yesterday and indicated that she'd like us to get something in place as soon as possible).

The initial charge of \$1404.41 (this includes sales tax - there is no charge for shipping) includes the necessary software and a one-year maintenance subscription. We will need to transfer funds (\$1410.00) from 51880.48.0001 (Telephone Maintenance) to 51880.48.0002 (Computer Maintenance).

Ongoing, annual maintenance currently runs approximately \$780 (includes tax). Assuming that software is compatible and does what is expected, this yearly fee would need to be added to the budget as a fixed cost, to be paid from the I.S. budget, line item 51880.48.0005 (Maintenance Agreements). **there is a 30-day trial period*

Thank you so much,
Toni

11/30/2005

GovConnection™

IT Solutions for Government and Education

706 Milford Road
Merrimack, NH 03054

Account Executive: John Collins
Phone: (800) 808-0019 x33166
Fax: (603) 683-0247
Email: jcollins@govconnection.com

QUOTATION

Quote # 1524482.01-W

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: November 29, 2005

Valid through: December 29, 2005

Account #:

QUOTE PROVIDED TO:

Franklin County Is
Liz Cupples

SHIP TO:

Franklin County Is
Liz Cupples

DELIVERY		FOB		TERMS		CONTRACT ID #	
1-30 Days A/R/O		Destination		NET 30			
Line #	Qty	Item #	Manuf. Part #	Description		Price	Ext
1	1	H54309		Firebox x100 spam blocker		\$830.00	\$830.00
2	1	5822584	WG017262	Fireware Pro License for Firebox X1000 WATCHGUARD TECHNOLOGIES, INC.		\$466.78	\$466.78
	Lines: 2					Total Merchandise	\$1,296.78
						Fee	
						Ship Via Ground	1 pounds
						Freight Charge	CALL
						Tax	
						TOTAL	\$1,296.78

WatchGuard®

spamBlocker

WatchGuard®

Firebox X

A Firebox X Core and Peak Integrated Security Service

Stop Spam Attacks In Real Time

Spam, which accounts for at least 63% of all e-mail traffic, is more than an annoyance. It bogs down network traffic, spreads viruses, distributes spyware and phishing attacks, and leads unsuspecting users to malicious Web sites where further dangers await. Now you can stop spam cold – before it reaches your internal mail server and without compromising performance – by adding spamBlocker, WatchGuard's powerful spam blocking service.

Features and Benefits

Strong protection to keep your network clean

spamBlocker relies on real-time detection for immediate protection from spam outbreak. It's the best service in the industry at distinguishing legitimate communication from spam attacks in real time, blocking up to 97% of unwanted e-mails.

Intuitive management for unbeatable ease of use

You can have spamBlocker up and running within minutes and make changes easily using WatchGuard System Manager (WSM), the rich, intuitive user interface used to configure and manage all Firebox X security services. WSM simplifies network security for the IT expert, while providing indispensable ease of use for novice network administrators.

Flexible administrative control

Easily deployed and continually, automatically updated, spamBlocker requires little or no intervention from the IT department. The administrator has the flexibility to:

- Decide how messages will be processed, and which users or groups can receive bulk mail
- Use flexible whitelists and blacklists to allow mail from trusted domains
- Block, allow, and tag mail for easy identification and forwarding to dedicated Exchange folders
- Quickly view how much spam was blocked

Next Generation of Spam Prevention

Spammers use many tricks to avoid detection. They send spam messages as images, use non-English phrases or content, avoid known spam keywords, use anonymous zombie networks, disguise URLs, and change their methods all the time. This is why anti-spam programs that rely on keyword or URL recognition and content filtering so often fail to stop an attack.

The problem is further complicated when programs that aggressively attempt to define keywords and content regularly used in spam cause unacceptably high rates of false positives and business-critical communications don't reach their destinations.

spamBlocker does not depend on RBLs, keywords, Bayesian "training," subject lines, URLs, or content filters to stop spam attacks. Instead, it uses an industry-leading technology that monitors the Internet for distinct patterns in global e-mail traffic. Up to 97% of spam is blocked at the gateway and never reaches the internal mail server.

Spam is blocked regardless of the language, content, or format of the message. Legitimate communications pass through while unwanted e-mails are stopped cold.

Cost effective solution

This service is fully integrated with the Firebox X, eliminating the need to purchase and manage multiple security appliances. There's no costly per-user licensing – a single subscription provides network-wide protection for all users configured behind your Firebox X.

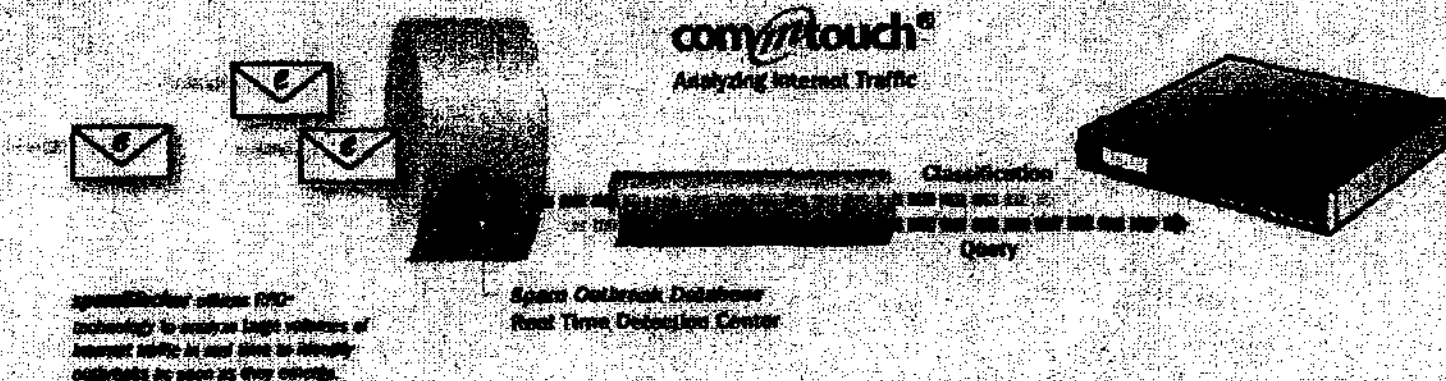
Optimized for better network performance

This technology can process over 150 messages per second. It requires minimal bandwidth and CPU power because most of the processing is done outside of the Internet gateway.

Decision making in real time

spamBlocker provides real-time spam-monitoring reports. With this up-to-the-minute view of spam blocking activity, you remain informed and in control.

RPD™ Real-Time Spam Blocking



WatchGuard® spamBlocker

The Power of Unified Threat Management

Network attacks cost businesses huge amounts of time and money. Hackers launch ever more sophisticated assaults daily and no protocol is immune from the threat.

With so many dangers to the network to protect against, businesses of all sizes are turning to the multi-layered security of Unified Threat Management (UTM) solutions to keep networks safe.

WatchGuard's Firebox® family of security appliances provides the most complete unified threat management - from hardware to software services - for fully integrated, multi-layered network protection from spyware, spam, viruses, worms, trojans, Web-based exploits, and blended threats. Our suite of integrated security services includes:

***spamBlocker** The best in the industry at distinguishing legitimate communications from spam attacks in real time, blocking up to 97% of unwanted e-mails.

***Gateway AntiVirus/Intrusion Prevention Service** with anti-spyware. Boost protection at the gateway with this powerful signature-based security service stopping viruses, spyware, worms, and other malware in its tracks.

***WebBlocker** Increase productivity and lower security risks by managing your users' Web surfing with this URL filtering service.

Each service is easy to install and manage with WatchGuard System Manager, integrated seamlessly with the proprietary Intelligent Layered Security architecture of the Firebox X. They provide powerful security while keeping the cost of ownership low and IT productivity high.

spamBlocker for Firebox® X Peak™

Firebox X5000

spamBlocker 1-Year Subscription	WG017278
spamBlocker 1-Year Renewal	WG017285

Firebox X6000

spamBlocker 1-Year Subscription	WG017279
spamBlocker 1-Year Renewal	WG017286

Firebox X8000

spamBlocker 1-Year Subscription	WG017280
spamBlocker 1-Year Renewal	WG017287

commtouch® WatchGuard partners with Commtouch® - developer of the ground-breaking Recurrent Pattern Detection (RPD™) technology for real-time anti-spam and Zero-Hour™ virus protection - to provide dependable protection from spam attacks.

spamBlocker System Requirements

- WatchGuard Firebox X Peak/Core models running Fireware Pro 8.2 or higher
- Microsoft® Windows 2000, Windows NT, or XP to support WatchGuard System Manager 8.3
- SMTP server
- Active theSecurity® Service subscription for the latest features

spamBlocker for Firebox® X Core™

Firebox X Core users must upgrade to Fireware™ Pro in order to add spamBlocker. Fireware Pro, WatchGuard's advanced operating system, also offers advanced networking features to intelligently manage resources, increase uptime, and optimize network traffic in demanding network environments.

Firebox X500

spamBlocker 1-Year Subscription	WG017274
spamBlocker 1-Year Renewal	WG017281
Fireware™ Pro	WG017260

Firebox X700

spamBlocker 1-Year Subscription	WG017275
spamBlocker 1-Year Renewal	WG017282
Fireware™ Pro	WG017261

Firebox X1000

spamBlocker 1-Year Subscription	WG017276
spamBlocker 1-Year Renewal	WG017283
Fireware™ Pro	WG017262

Firebox X2500

spamBlocker 1-Year Subscription	WG017277
spamBlocker 1-Year Renewal	WG017284
Fireware™ Pro	WG017263

FREE! 30-day trial

Get a free 30-day trial of spamBlocker with the purchase of a Firebox X Peak or with an upgrade to Fireware™ Pro on the Firebox X Core.

Visit www.watchguard.com/products/services
or call 1.800.734.9905 (U.S./Canada) or
+1.206.613.0895 (International)

ADDRESS:

EMAIL:

INTERNATIONAL SALES:

WEB:

U.S. SALES:

FAX:



My reports or product information are provided for review. All specifications are subject to change and my report will be provided on an "if and when available" basis.

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JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 735FRANKLIN COUNTY RESOLUTION NO. 2005 498

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 0563-84840 AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES ESSB 5903 DISPOSITION ALTERNATIVES, and

Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 0563-84840 between the Juvenile Court and the State of Washington Department of Social and Health Services ESSB 5903 Disposition Alternatives, be approved as presented for a term commencing July 1, 2005, and terminating on June 30, 2007, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the County Program Agreement.

DATED this 28th day of November 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Clark L. Olson
Chairman of the Board

Ma E. Bentley
Member

Leo M. Brennan

Member
Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:
Came McKenzie
Clerk of the Board

DATED this 5th day of December 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank A. Brock
Chairman of the Board

Anna Blackburn
Chairman Pro Tem

R. Koch

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:
Mary Wickens
Clerk of the Board

COUNTY

PROGRAM AGREEMENT
Disposition Alternatives 2005-2007

DSHS Agreement Number

0563-84840

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
R2SDAMHDA
County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

CCS CONTRACT CODE

Juvenile Rehabilitation

Division of Community
Programs

1122

5039CS

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Rich Klemmer
Regional Business Manager8517 E. Trent Ave.
Suite 202
Spokane, WA 99212-2329

DSHS CONTACT TELEPHONE

DSHS CONTACT FAX

DSHS CONTACT E-MAIL

(509) 363-4666 Ext:

(509) 921-2363

klemmre@dshs.wa.gov

COUNTY NAME

COUNTY DBA

COUNTY ADDRESS

Benton County

Benton/Franklin County Juvenile
Court5606 W. Canal Place, #106
Kennewick, WA 99336

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)

COUNTY CONTACT NAME

035-000-971

Sharon Paradis

COUNTY CONTACT TELEPHONE

COUNTY CONTACT FAX

COUNTY CONTACT E-MAIL

(509) 783-2151 Ext:

() -

sharon_paradis@co.benton.wa.us

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

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE

PROGRAM AGREEMENT END DATE

MAXIMUM PROGRAM AGREEMENT AMOUNT

07/01/2005

06/30/2007

\$0.00

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:

☒ Exhibits (specify): Exhibit A – Statement of Work, Exhibit B – Monthly Reimbursement Forms

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)

DATE (S) SIGNED

Benton County Commissioner, Claude L. Oliver, Chairman

11-28-05

Franklin County Commissioner Frank H. Brock, Chairman

12-5-05

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Denise Livingston
Grants and Contracts Manager

12/15/05

County Prosecuting Attorney Signatures:

Benton County Civil Prosecutor, Sarah Villanueva

Franklin County Civil Prosecutor, Ryan Verhulp

DSHS Central Contract Services
5039CS Disposition Alternatives (9-26-05)

2005 498

**STATEMENT OF WORK
Other Disposition Alternatives**

Purpose

The purpose of this contract is to provide services to youth in their local communities as an alternative to having them committed to the JRA. The contractor shall provide assessment, effective research-based treatment interventions, and supervision to youth placed on the Mental Health Disposition Alternative and the Suspended Disposition Alternative in order to reduce the likelihood that youth participating will further penetrate the juvenile justice system

1. General Services:

This agreement includes the Suspended Disposition Alternative (SDA) and the Mental Health Disposition Alternative (MHDA).

2. General Requirements:

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

- (1) Provide assessment, monitoring and treatment services to committable youth that are retained in the community, and that are sentenced under SDA and MHDA, and who have committed the eligible offense on or after July 27th 2003.
- (2) Ensure youth are eligible for research-based services as determined by the Washington State Juvenile Court Administrators' (WAJCA) Risk Assessment Tool.
- (3) Provide aggregated risk assessment data for research-based programs, so the Contractor can assess composition of youth needs and risks within specific targeted groups based on risk and protective factors.
- (4) Adhere to the Community Juvenile Accountability Act (CJAA): Program Evaluation Design, WSIPP, November 1998, incorporated by reference, when delivering CJAA interventions. If the Contractor anticipates deviating from any aspect of program delivery, a request in writing shall be made to and approved by the JRA Regional Administrator or designee. Contracted and/or Court Service Delivery shall be based on and adhere to:

(a) For Functional Family Therapy (FFT):

- 1) General precepts/practices contained in FFT Initial 3-Day Training;
- 2) Assessment/Reporting Standards contained in FFT 1-Day Systems Training;
- 3) Clinical feedback from FFT Inc. in on-going consultation and site visits; and
- 4) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(b) For Aggression Replacement Training (ART):

- 1) Precepts/practices contained in Aggression Replacement Training (Rev.Ed.) by Goldstein, Glick and Gibbs;
- 2) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings;
- 3) Feedback from designated ART statewide lead in on-going consultation and site visits; and

(c) For Multisystemic Therapy (MST):

- 1) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
 - 2) General precepts/practices contained in training, consultation, and clinical oversight as provided by MST Services
- (5) Provide to the JRA and the Washington State Institute For Public Policy (WSIPP) any statistical risk assessment data and program information necessary to assist the WSIPP in developing adherence and outcome standards for measuring effectiveness of treatment programs utilized with youth under the aforementioned sentencing alternatives.
- (6) Ensure a culturally diverse population and Tribal/Native representatives have input and involvement in the design and implementation of projects.

3. Suspended Disposition Alternative (SDA) Services:**a. The Contractor shall:**

- (1) Provide a disposition alternative for youth that are subject to a standard range disposition commitment to JRA, and require eligible youth, as defined in RCW 13.40.0357, to comply with one or more local sanctions and any educational or treatment requirement.

b. The Contractors SDA program shall:

- (1) Provide case assessment, case management, and research-based services to offenders that are sentenced to this program which are designed to decrease recidivism, decrease commitments to the JRA, and increase the number of youth who reside in the community and receive local services for up to nine months.
- (2) Ensure youth sentenced to this option, and eligible via the WAJCA risk assessment, participate in research-based best practice programs as identified by the WSIPP.
- (3) Comply with the intervention adherence and outcome effectiveness standards as developed by the WSIPP.
- (4) Provide the level of supervision, monitoring, and service provision based on the WAJCA Risk Assessment Tool, as well as court ordered conditions and established program standards.
- (5) Comply with RCW 13.40.0357

4. Mental Health Disposition Alternative (MHDA) Services:**a. The Contractor shall:**

- (1) Provide a MHDA for youth that are subject to a standard range disposition to the JRA and meet the criteria for eligibility as follows;
 - (a) A current diagnosis, consistent with the American Psychiatry Association Diagnostic and Statistical Manual of Mental Disorders, of Axis 1 psychiatric disorder, excluding youth that are diagnosed as solely having a conduct disorder, paraphilia, or pedophilia; and
- (2) Determine if an appropriate treatment option is available in the local community.

b. The Contractor's MHDA program shall:

- (1) Provide treatment programming that identifies and addresses requirements for successful participation and completion of the treatment intervention program as defined in ESSB 5903 Section #4.
- (2) Utilize the approved list of interventions as determined by the WAJCA, JRA, WSIPP, and a representative of the Division of Public and Behavioral Health and Justice Policy at the University of Washington.
- (3) Consider whether the offender and the community will benefit from use of the MHDA and shall consider the victim's opinion whether the offender should receive the option.
- (4) Benefit the offender's family and community.
- (5) Order when appropriate, a comprehensive mental health evaluation to determine if the offender has a designated mental health disorder, and/or a Chemical Dependency Evaluation, to determine if the offender also has a co-occurring chemical dependency disorder. The evaluation shall include at a minimum the following:
 - (a) Offender's version of the facts and the official version of the facts,
 - (b) Offender's offense,
 - (c) Assessment of the offender's mental health, drug-alcohol problems, and previous treatment attempts,
 - (d) Offender's social, criminal, educational, and employment history, along with current living situation.
 - (e) Offender's amenability to research-based treatment.
- (6) Have the evaluator develop a proposed case management and treatment plan which shall include at a minimum:
 - (a) Availability of treatment;
 - (b) Anticipated length of treatment;
 - (c) Number of proposed treatment interventions and the anticipated sequence of those interventions;
 - (d) Education plan;
 - (e) Residential plan; and
 - (f) Monitoring plan.
- (7) Place the offender on community supervision for up to one year, and impose one or more local sanctions to include confinement in a secure county detention facility for up to 30 days and require the offender to participate in the recommended treatment intervention as a condition of the MHDA.
 - (a) The 30-day confinement limit for this option shall not include inpatient psychiatric treatment facilities, substance abuse programs, or county group homes, and is specific to secure county juvenile detention centers
- (8) Obtain monthly reports from the treatment providers on the offender's progress in treatment, and any other material specified by the Contractor at the time of the disposition. The report shall

include:

- (a) Dates of attendance,
- (b) Offender's compliance with requirements,
- (c) Treatment activities,
- (d) Medication management,
- (e) Offender's progress in treatment, and
- (f) Any other material specified by the Contractor at the time of disposition.

(9) Ensure all services shall be in compliance with ESSB 5903 Section #4.

5. Consideration.

a. Suspended Disposition Alternative (SDA) shall be paid as follows:

- (1) \$20.00 per day, per youth, for up to nine months of supervision costs.
- (2) Actual treatment costs of up to \$2,500 per youth served.

b. Mental Health Disposition Alternative (MHDA) shall be paid as follows:

- (1) \$20.00 per day, per youth, for up to twelve months of supervision costs.
- (2) \$10,600 for treatment and assessment costs per youth served.

c. The statewide maximum consideration shall be determined by the legislative appropriation.

d. Funding may not be available for youth sentenced to these alternatives after the designated legislative appropriation capacity limit has been reached for FY 2006 and/or FY 2007.

e. The Contractor shall be eligible for reimbursement for either SDA or MHDA supervision costs, for up to 14 days following a youth being placed on absconder status, a warrant being issued, or for a youth confined beyond 14 days.

f. The Contractor shall be reimbursed for costs incurred for direct SDA or MHDA treatment services, for youth residing out of state on Interstate Compact Supervision.

g. Billable days (costs) may begin on the day of disposition, but will not be allowed for the day of discharge or revocation.

h. The County shall not be reimbursed for supervision costs associated with youth sentenced to Disposition Alternatives subsequent to a JRA commitment, when the alternative runs concurrent to the period of mandatory parole supervision.

6. Payment and Billing:

a. The Contractor shall submit monthly A-19 Invoice Vouchers to the JRA Regional Office, which shall include:

- (1) Required sentencing worksheets;

(a) Worksheets must be received by the JRA Regional Office, with a copy sent to the JRA

Central Office in Olympia within 3 working days of sentencing. The contractor may not be reimbursed for youth sentenced to these alternatives if a sentencing worksheet has not been received by the JRA Region prior to the imposition of the designated state capacity.

(2) REB 1 Monthly Reimbursement, exhibit B, which shall have treatment and supervision costs represented as a separate line items for reimbursement.

(3) A-19 Invoice Voucher, along with a REB 1 form detailing actual expenditures.

(4) SDA/MHDA Roster Report, as provided by the JRA.

- b. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- c. The contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- d. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- e. Under no circumstance shall the Contractor bill twice for the same services.
- f. The Contractor shall maintain backup documentation of all costs billed under this contract.
- g. JRA may stop payment to the Contractor, if required reports are delinquent.
- h. JRA will provide regular updates to the contractor regarding the status of the utilization for both options in relation to the statewide capacity limit.

County Compliance:

- a. The County shall comply with all applicable Federal and State laws, pertinent WACs and RCWs, JRA Administrative Policy Bulletins, and other rules, regulations and publications identified throughout the Statement of Work.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.
- c. If the County utilizes subcontractors for the provision of services under this contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance. Subcontractors shall be the agent for the county and agree to hold DSHS-JRA harmless for acts or omissions of the subcontractors.
- d. The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

8. Other Provisions:

The Contractor shall comply with the following other provisions for all services provided under this contract.

- a. Background Check/Criminal History.

(1) 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.

- (2) 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.
- (3) The Contractor shall sign the JRA Acknowledgement of Additional Requirements to Report Criminal Convictions form, and shall submit it to JRA with the signed contract. The Contractor shall also document background checks/criminal history clearances for monitoring purposes.

b. Sexual Misconduct.

- (1) 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, Sexual Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.

9. Items Incorporated by Reference

- a. RCW's, 13.40.500, 13.40.0357, 2003 ESSB 5903
- b. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998
- c. MHDA Program Interventions List
- d. Revised Sentencing Worksheets

MONTHLY REIMBURSEMENT

County _____

Month/Year _____

Sentencing Disposition Alternative (SDA)				
(1)	(2)	(3)	(4)	(5)
Name of Youth	Supervision days current billing	supervision days Case total(up to 9 months)	Treatment Cost current billing	Treatment Cost Case total (up to \$2,500)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Supervision Costs \$ _____ Column (2) total X \$20.00 Treatment Costs \$ _____ Column (4) total SDA Total Costs \$ _____				

MONTHLY REIMBURSEMENT

County _____

Month/Year _____

Mental Health Disposition Alternative (MHDA)

(1)	(2)	(3)	(4)	(5)
Name of Youth	Supervision/ Assessment Cost (Case total not to exceed \$12,600)	Treatment Cost (Current Month)	Treatment Cost (Case total not to exceed \$5,000)	Total Cost (up to \$17,600)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Total program costs may not exceed \$17,600 per case/youth for up to 12 months on the program

Total Program Costs \$ _____ Column (5) total

AGENDA ITEM: Consent Agenda	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 11-28-05 F/C 12-05-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: County Program Agreement with DSHS/JRA ESSB 5903 Disposition Alternatives	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has asked to contract with the Benton-Franklin Juvenile Justice Center to provide services to youth in their local communities as an alternative to having them committed to the JRA. The attached Program Agreement outlines Statement of Work for the Disposition Alternatives Program. The term of this agreement is July 1, 2005, to June 30, 2007.

SUMMARY

The state will pay according to the conditions set in Section 5 titled Consideration.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement # 0563-84840.

FISCAL IMPACT

This is a County Program Agreement by which we are reimbursed for services.

MOTION

We move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Program Agreement for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of July 1, 2005, through June 30, 2007.

JOINT RESOLUTION

05 736

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 499

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

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 # 0563-86256 BETWEEN THE
JUVENILE JUSTICE CENTER AND DEPARTMENT OF SOCIAL & HEALTH
SERVICES, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the
best interest of the Juvenile Justice Center that County Program Agreement Reinvesting in
Youth Pilot Project # 0563-86256 between Washington State Department of Social &
Health Services, and Benton-Franklin Counties Juvenile Justice Center be approved as
presented for a term commencing December 1, 2005 and terminating on June 30, 2007,
NOW, THEREFORE

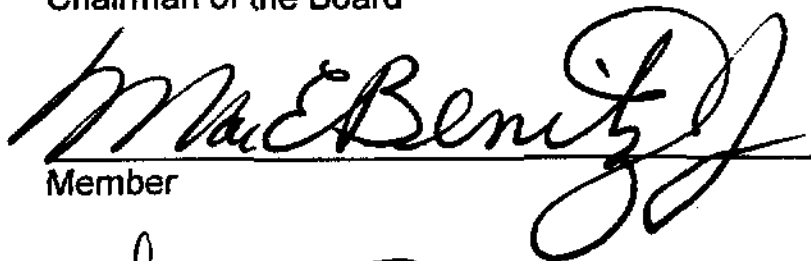
BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and
the Chairman of the Board of Franklin County Commissioners be and they hereby are
authorized to sign, on behalf of their respective county, the County Program Agreement.

DATED this 28th day of November 2005.

BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board

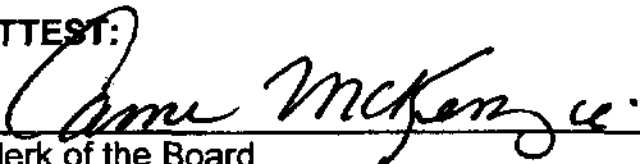


Member



Member
Constituting the Board of
County Commissioners,
Benton County, Washington

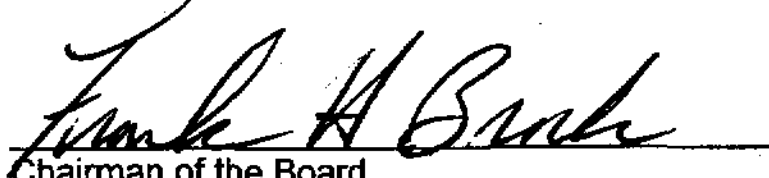
ATTEST:



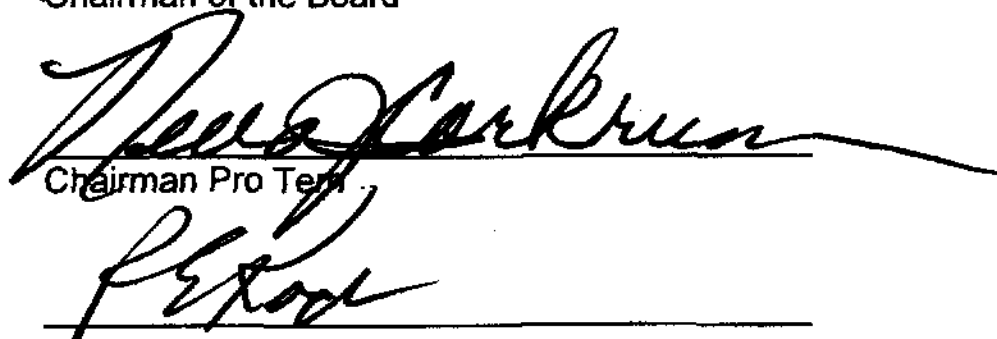
Clerk of the Board

DATED this 5th day of December 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem



Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:



Clerk of the Board



COUNTY

PROGRAM AGREEMENT

Reinvesting in Youth Pilot Project

DSHS Agreement Number

0563-86256

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
CO

County Agreement Number

DSHS ADMINISTRATION

Juvenile Rehabilitation

DSHS DIVISION

Division of Community
Programs

DSHS INDEX NUMBER

1122

DSHS CONTRACT CODE

5000CC

DSHS CONTACT NAME AND TITLE

Ryan Pinto
Program Administrator

DSHS CONTACT ADDRESS

P.O. Box 45720

Olympia, WA 98504

DSHS CONTACT TELEPHONE
(360) 902-8105 Ext:DSHS CONTACT FAX
(360) 902-8108DSHS CONTACT E-MAIL
pintorm@dshs.wa.gov

COUNTY NAME

Benton County

COUNTY ADDRESS

Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336COUNTY FEDERAL EMPLOYER IDENTIFICATION
NUMBER

916001296

COUNTY CONTACT NAME

Sharon Paradis

COUNTY CONTACT TELEPHONE
(509) 736-2724 Ext:COUNTY CONTACT FAX
(509) 222-2311COUNTY CONTACT E-MAIL
sharon.paradis@co.benton.wa.usIS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM
AGREEMENT?

No

CFDA NUMBERS

PROGRAM AGREEMENT START DATE

12/01/2005

PROGRAM AGREEMENT END DATE

06/30/2007

MAXIMUM PROGRAM AGREEMENT AMOUNT

\$75,396.00

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:

☒ Exhibits (specify): Exhibit A - Statement of Work; Exhibit B - Monthly Project Update, Exhibit C - Monthly Reimbursement Request, Exhibit D - Approved Application Response

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)

Claude L. Oliver
Frank H. Brock
Sarah Villanueva
Ryan Verhulp

PRINTED NAME(S) AND TITLE(S)

Benton County Commissioner, Claude L. Oliver, Chairman

Franklin County Commissioner Frank H. Brock, Chairman

Benton County Civil Prosecutor, Sarah Villanueva

Franklin County Civil Prosecutor, Ryan Verhulp

DATE(S) SIGNED

11-28-05

12/5/05

11/15/05

11.18.05

DSHS SIGNATURE

Denise Livingston

PRINTED NAME AND TITLE

Denise Livingston
Grants & Contracts Manager

DATE SIGNED

12/14/05

2005 499

**REINVESTING IN YOUTH
Benton – Franklin Pilot Project
STATEMENT OF WORK**

Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts in three pilot locations across the State of Washington to support the expansion of evidence based practices to include: Functional Family Therapy, Multi-systemic Therapy, and Aggression Replacement Training. This contract is between the Department of Social and Health Services, Juvenile Rehabilitation Administration (JRA) and Benton County for the purpose of implementing Benton and Franklin Counties' proposed joint Reinvesting in Youth project, detailed in Exhibit D – Benton-Franklin Reinvesting in Youth Approved Application Response.

1. General Requirements.

The County shall:

- a. Provide projects and services in compliance with Exhibit D, Benton-Franklin Reinvesting in Youth Grant Approved Application Response to the JRA Reinvesting in Youth grant solicitation and with ESSB Bill 6090 Section 203 (6).
- b. Administer a Washington State Juvenile Court Risk Assessment to all participating youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response.
- c. Ensure compliance with the State Quality Assurance programs for the three eligible interventions: Functional Family Therapy, Multi-systemic Therapy, and Aggression Replacement Training.

2. Intervention Programs: Functional Family Therapy, Multi-systemic Therapy, and Aggression Replacement Training.

- a. The County must serve the number of youth at the cost budgeted and as detailed in the County's Approved Application Response. If the County anticipates deviating from any aspect of its Application Response, it must submit a written request for prior approval to the JRA Central Office Program Administrator. Service delivery must be based on and adhere to the following specifications:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, Inc. Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, Inc. 1-Day Systems Training;
- (c) Clinical feedback from FFT Inc. in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;

- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention; and
- (f) The County's Reinvesting in Youth Grant Application response.

(2) For Multi-systemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by MST Services;

(3) For Aggression Replacement Training (ART):

- (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
- (b) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings;
- (c) Feedback from designated ART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits; and
- (d) The County's Reinvesting in Youth Grant Application response.

b. For the interventions listed in a., above:

- (1) The County shall comply with the Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see *CJAA: Program Evaluation Design*, WSIPP, November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County shall participate with all parties to ensure effective program evaluation.
- (2) RCW 13.40.500 through 13.40.550 requires that the County collect the name, date of birth, gender, social security number, and JUVIS number for each juvenile enrolled in the Reinvesting in Youth Pilot Project.

3. Consideration.

- a. The maximum consideration/reimbursement in **FY 2006 is \$ 23,113**.
- b. The maximum consideration/reimbursement in **FY 2007 is \$ 52,283**.
- c. The **total** contract maximum consideration/reimbursement of **\$ 75,396**.
- d. Reimbursement in each fiscal year shall not exceed 69% of the average service model cost per youth times the number of youth engaged by the selected service model and as detailed in Exhibit D – Benton-Franklin County Reinvesting in Youth Grant Approved Application Response.
- e. JRA will review utilization by April 1st of each fiscal year. If the county has exceeded the average service model cost per youth cumulative to April 1st, reimbursement to the county will be reduced for the remainder of the fiscal year by a proportional amount to prevent payments in excess of the maximum allowable reimbursement for each fiscal year.
 - (a) FY 2006 Average service model cost per youth: FFT - \$3,350.
 - (b) FY 2007 Average service model cost per youth: FFT - \$2,165.
- f. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where

appropriate, and local expenditures on administration.

4. Payment and Billing.

- a. Submit monthly invoices (A-19) to JRA within 45 days of the end of the month in which services were rendered. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages. The following documents must be attached with the A-19 before payment will be made by JRA:
 - (1) **Monthly Project Update Form.** Use the form attached to this Contract as Exhibit B –Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, and/or ART).
 - (2) **Monthly Reimbursement Form.** Use Exhibit C –Monthly Reimbursement Form. Submit a separate Update Form for each intervention program (FFT, MST, and/or ART).
- b. The County agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- c. The County shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- d. Under no circumstance shall the County bill twice for the same services.
- e. The County shall maintain backup documentation of all costs billed under this Contract.
- f. **Stop Payment.** If reports required under this Contract are delinquent, DSHS, JRA may stop payment to the County until such required reports are submitted to JRA.

5. County Compliance.

a. Subcontractors

If the County utilizes subcontractors for the provision of services under this Contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

b. Site Review

The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

c. Other Provisions

The County shall comply with the following other provisions for all services provided under this Contract.

(1) Background Check/Criminal History.

- (a) In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW, the County 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.

- (b) In addition, the County 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.
- (c) The County shall sign the JRA Acknowledgement of Additional Requirements to Report Criminal Convictions form, and shall submit such signed form to JRA with this signed Contract. The County shall also document background checks/criminal history clearances for monitoring purposes.

(2) Sexual Misconduct.

The County 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, Sexual Offense. The County shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct form, and shall submit such signed form to JRA with this signed Contract.

6. Items Incorporated by Reference

- a. RCW 13.40.500 – 13.40.550
- b. Juvenile Disposition Sentencing Standards
- c. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998
- d. JRA CJAA Quality Assurance Plans for Functional Family Therapy and Aggression Replacement Therapy.
- e. The JRA Reinvesting in Youth grant solicitation document dated July 15, 2005.
- f. ESSB 6090, Section 203 (6).

7. Disputes

Either the Contractor or JRA may initiate a dispute claim for consideration by the other party, as it relates to the terms of this Contract, or to the services provided by the Contractor under the terms of this Contract. In accordance with the JRA dispute resolution process, attempts to resolve disputes shall initially be addressed and be resolved at the lowest level possible between the Contractor and JRA organization that initiated the contract. Upon verbal or written request from the Contractor, JRA shall provide the Contractor a copy of the JRA dispute resolution process within 5 working days of the request.

Exhibit B

Reinvesting in Youth Pilot Project**MONTHLY PROJECT UPDATE FORM**

(Note: Complete a separate MONTHLY PROJECT UPDATE FORM for each type of intervention (FFT, MST, and/or ART). Attach completed Form(s) to an Invoice Voucher Form A-19 when submitting requests for payment to JRA.)

COUNTY: _____

MONTH/YEAR: _____

Intervention Program _____ (Fill in FFT, MST, or ART)

Cases Beginning of Month: _____

Cases In: _____

Cases Out: _____

Cases End of the Month: _____

1. _____ is the county's targeted number of youth who will complete the project for the current fiscal year. (Targeted number of youth served can be found in Exhibit D – Benton - Franklin Reinvesting in Youth Grant Approved Application Response.)
2. _____ is the number of youth who have completed the project to date for the current fiscal year.
3. _____ is the number of youth who participated in the project *during this billing period*.
4. _____ is the total number of youth who have participated in the project *since the beginning of the current fiscal year*.
5. \$ _____ is the **Total Cost** billed to JRA for the intervention program since the beginning of the current pilot year. (Include this month's billing.)
6. \$ _____ is the county's current cost per youth for the project. (Divide the total billings for the project for the current fiscal year by the number of youth who have participated.)

EXHIBIT C

*Reinvesting in Youth Pilot Project***MONTHLY REIMBURSEMENT REQUEST FORM**

(Note: Complete a separate MONTHLY PROJECT UPDATE FORM for each type of intervention (FFT, MST, and/or ART). Attach completed Form(s) to an Invoice Voucher Form A-19 when submitting requests for payment to JRA.)

County _____

Month/Year _____

Intervention Program _____ (Fill in FFT, MST, or ART)

Costs this month:

\$ _____

\$ _____

\$ _____

\$ _____

Administrative _____

\$ _____

TOTAL COST

\$ _____

REQUESTED REIMBURSEMENT (Maximum of 69% of TOTAL COST)

\$ _____

EXHIBIT D

**Benton-Franklin Counties
Reinvesting In Youth
Approved Application Response**

1. General Information**a. Applicant Information:**

Benton-Franklin Counties Juvenile Justice Center

5606 W. Canal Place Suite 106

Kennewick, WA 99336-1388

Phone: (509) 783-2151 ext. 2457

Administrator: Sharon A. Paradis

Project director: Darryl Banks

Fax Number: (509) 736-2728.

Email: sharon.paradis@co.benton.wa.us

E-mail: darryl.banks@co.benton.wa.us

b. Contact person: Darryl Banks, Community Supervision Services Manager.

c. The Office of Financial Management's 2005 population estimate reflects a total population for Benton and Franklin Counties of 218,600. The Benton-Franklin Counties Juvenile Justice Center is applying for the pilot project under "a single county that has a population of 300,000 or less".

2. Description of services currently provided**a. *Describe your specific experience in the delivery of Functional Family Therapy, Aggression Replacement Therapy and/or Multi-Systemic Therapy.***

1. **Functional Family Therapy (FFT):** The Benton-Franklin Counties Juvenile Justice Center has provided FFT services since 1999. With one exception, this department has primarily used juvenile court employees to provide FFT counseling services. This court did contract with a private therapist, Matt Cummings, M.S.W., from September 2, 2002 through December 31, 2003. Mr. Cummings was a previous juvenile court employee who provided FFT services for the juvenile court. As of January 2004, Ms. Amy Campbell, M.Ed., a juvenile court employee, has been responsible for providing FFT services. Due to a lack of trained FFT therapists in the community and a lack of interest from community therapists to become trained in FFT, this court has found that developing in-house FFT services is the most reliable option. Over the last several years, FFT programming has gained credibility with the judges and juvenile court staff. Referrals by Juvenile Probation Counselor's for FFT currently out weigh our ability to provide services.

2. **Aggression Replacement Training (ART):** The Benton-Franklin Counties Juvenile Department has provided ART services since 1999. This court dedicates a half-time Juvenile Probation Counselor III, Elizabeth Guy, to coordinate ART programming. Ms. Guy is a Master Trainer for ART and is this court's primary and lead facilitator. All Juvenile Probation Counselors (JPC's) have been trained in ART. Three JPC's are qualified as lead facilitators and all JPC's are required to co-facilitate ART groups on a rotating basis. This department also developed an School/Juvenile Probation Liaison Program, with a local high school. Facilitation of ART is a major focus of that program. ART has become part of the culture at our court; the program has substantial credibility with Judges, court staff and the local community. In an effort to focus more resources on the family, this court is in the beginning stages of developing an ART group for parents that would run in conjunction with their child's group.

3. **Multi-Systemic Therapy (MST):** This court does not provide MST services.

b. **Include a funding utilization summary for your CJAA category utilization, (provide for the 2003, 2004, 2005 fiscal years).**

As identified in the table below, this court has expended its total allotment of CJAA funding for the past three fiscal years with an average of 93% of the total funding applied to direct program costs and only an average of 7% applied to indirect costs.

CJAA Category Utilization	FY 2003 7/1/03 - 6/30/03			FY 2004 7/1/03 - 6/30/04			FY 2005 7/1/04 - 6/30/05		
	ART	FFT	Total	ART	FFT	Total	ART	FFT	Total
Total Allotment	\$72,205	\$67,809	\$140,014	\$73,875	\$53,740	\$127,615	\$71,239	\$55,923	\$127,162
Direct Costs									
Salaries & Benefits	\$59,218	\$45,052	\$104,270	\$61,139	\$35,975	\$97,114	\$66,195	\$52,119	\$118,314
Supplies	\$358	\$130	\$488	\$3,637	\$259	\$3,895	\$2,217	\$105	\$2,322
Goods & Services	\$1,778	\$22,351	\$24,129	\$1,534	\$12,320	\$13,854	\$1,204	\$972	\$2,176
Travel	\$386	\$276	\$662	\$962	\$837	\$1,798	\$9	\$1,259	\$1,268
Total Direct Costs	\$61,740	\$67,809	\$129,548	\$67,271	\$49,391	\$116,662	\$69,626	\$54,455	\$124,081
% of Total Reimbursement	86%	100%	93%	91%	92%	91%	98%	97%	98%
Indirect Costs									
Allowable Indirect Cost (15%)	\$9,261	\$10,171	\$19,432	\$10,091	\$7,409	\$17,499	\$10,444	\$8,168	\$18,612
Actual Indirect Cost Reimbursed	\$10,466	\$0	\$10,466	\$6,604	\$4,350	\$10,953	\$1,613	\$1,468	\$3,081
Actual I/C %	14%	0%	7%	9%	8%	9%	2%	3%	2%
Total Reimbursement by JRA	\$72,205	\$67,809	\$140,014	\$73,875	\$53,740	\$127,615	\$71,239	\$55,923	\$127,162
Balance of Allotment Remaining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

c. **Include your cost per participant for the 2003, 2004, and 2005 fiscal years.**

This chart details the cost per participant for the last three fiscal years.

CJAA Cost Per Participant	FY 2003 7/1/03 - 6/30/03			FY 2004 7/1/03 - 6/30/04			FY 2005 7/1/04 - 6/30/05		
	ART	FFT	Total	ART	FFT	Total	ART	FFT	Total
Total Allotment / Reimbursement by JRA	\$72,205	\$67,809	\$140,014	\$73,875	\$53,740	\$127,615	\$71,239	\$55,923	\$127,162
# of Youth Served	57	25	82	78	15	93	74	23	97

Cost Per Participant	\$1,267	\$2,712	\$1,707	\$947	\$3,583	\$1,372	\$963	\$2,431	\$1,311
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d. **Include a summary of any additional county resources that have been utilized to enhance the delivery of CJAA interventions for the last two fiscal years.**

As detailed in the chart in section "A" and further identified below, this court has consistently applied funding to direct program costs vs. maximizing allowable indirect costs in an effort to develop and maintain quality programs. Therefore, county resources covered costs incurred that would have normally been reimbursed by indirect cost funds.

CJAA Indirect Cost / County Resources Utilization	FY 2003 7/1/03 - 6/30/03			FY 2004 7/1/03 - 6/30/04			FY 2005 7/1/04 - 6/30/05		
	ART	FFT	Total	ART	FFT	Total	ART	FFT	Total
Total Allotment	\$72,205	\$67,809	\$140,014	\$73,875	\$53,740	\$127,615	\$71,239	\$55,923	\$127,162
Allowable Indirect Cost (15%)	\$9,261	\$10,171	\$19,432	\$10,091	\$7,409	\$17,499	\$10,444	\$8,168	\$18,612
Actual Indirect Cost Reimbursed	\$10,466	\$0	\$10,466	\$6,604	\$4,350	\$10,953	\$1,613	\$1,468	\$3,081
Actual I/C %	14%	0%	7%	9%	8%	9%	2%	3%	2%
Difference / County Resources	-\$1,205	\$10,171	\$8,967	\$3,487	\$3,059	\$6,546	\$8,831	\$6,700	\$15,531

3. **Description of eligible youth**

Document the number of youth who have been assessed on the Juvenile Court Administrator Risk Assessment Tool as eligible for your proposed interventions and the number of youth that have been served in your proposed programs for the last two fiscal years, FY 2004 and FY 2005.

FFT

This court did not track the number of youth eligible for CJAA programming in the 2004 fiscal year. It is our assumption that the number of youth eligible for FFT was similar to the 2005 fiscal year. In the 2004 fiscal year 15 youth successfully completed FFT. This number was substantially less than the target number of 25 youth. The program lost a therapist in December of 2003 and it took several months for the new FFT therapist to become trained and operating at maximum level. In the 2005 fiscal year, 296 youth were assessed as eligible for FFT and 23 successfully completed the program. Currently we have eight families involved in counseling and a waiting list of approximately 8-10 families. The new enhancements to the CMAP tool, that were implemented in July of 2005, provide juvenile court management with the ability to determine which youth are eligible for FFT, if an eligible youth was not referred and why they were not referred. It is our opinion that the ability to electronically track the referral process, in conjunction with this court's focus on family programming will greatly increase the demand for FFT.

ART

This court did not track the number of youth eligible for CJAA programming in the 2004 fiscal year. It is our assumption that the number of youth eligible for ART was similar to the 2005 fiscal year. In FY 2005, 447 youth were assessed as eligible for ART. This court conducted 10 ART classes and successfully graduated 74 youth.

4. ***Description of model adherence and compliance with the state CJAA Quality Assurance Plans.***

FFT

Amy Campbell, the current FFT therapist has completed the initial required FFT training and completed the one-year follow up training. She participates in weekly quality assurance phone conferences and is in compliance with quality assurance standards. According to Laurie Hart, FFT Quality Assurance Administrator, Ms. Campbell received a Global Therapist Rating of "well" for model adherence and competence during her last two review periods. A FFT Quality Assurance representative has not conducted an environmental assessment of this court.

ART

This court adheres to and is in compliance with the state CJAA Quality Assurance Plan for ART. The lead facilitators phone conference with the ART consultant on a monthly basis. Liz Guy, a master trainer for ART, actively participates in the ART Quality Assurance Committee and assists in statewide training. Environmental assessments and observations of our trainers by Chris Hayes, ART Quality Assurance Administrator, have been positive. The court environment has been found to be supportive of ART and the program well run. Our trainers have been judged as competent or highly competent during observation.

5. ***Description of how you would utilize this funding source within your court.***

- a. ***What programs will you deliver? If you will be expanding existing programs, how many additional youth and families do you project to serve for the pilot period? What is your projected cost per participant and when could you begin to deliver the program(s)?***

This court is proposing to expand its delivery of FFT. Specifically, we are seeking to add an additional FFT therapist in the first year of the pilot and in the second year increase our current FFT therapist from three-quarter time to full time. Given constraints with the hiring process and FFT training availability, this court will hire a FFT therapist to begin December 01, 2005. The therapist will attend FFT training in December 2005 and begin serving clients as of January 2006. With only six months available in the first year of the pilot, we would expect that the new therapist would be able to serve 10 families in this fiscal year. During the second year of the pilot, we estimate that the new therapist would serve a total of 30 families. We would also increase our current FFT therapist position from $\frac{3}{4}$ FTE to a 1.0 FTE in June of 2006 and we would expect the therapist to serve five more families than are currently receiving FFT services under the Consolidated contract for CJAA. At completion of the second year of the grant we would expect to have served 35 more families. This is over and above the 25 families being served with existing CJAA funds. In total we would expect to provide FFT services to 60 families in fiscal year 2007.

- b. ***How do you plan to implement new interventions? Will you use court FTE's to deliver the intervention or contractors? When could you begin to deliver the proposed program?***

The implementation plan for expansion of the FFT program will include the hiring and training of a new FFT therapist and, in the second year of the project, further increase our FFT capacity by an additional $\frac{1}{4}$ FTE. Specifically, in the first year of the pilot project we would hire a Juvenile Probation Counselor II (Master's Degree required) to perform the duties of a FFT therapist. In the second year of the project, we would increase the current FFT therapist position from $\frac{3}{4}$ FTE to a full time FTE. This increase will occur in the second year as our current FFT therapist, a $\frac{3}{4}$ FTE employee, has a part-time commitment as a school counselor that she will forgo at the end of the school year in favor of a full time position with the juvenile court as an FFT therapist.

c. ***Budget***

1. *The proposed total cost for the 1st year of the pilot project, 9/05 through 6/06, and year two of the pilot-project, 7/06 to 6/07.*

	1 st Year	2 nd Year	Total Pilot Project
	12/1/05 - 6/30/06	7/1/06 - 6/30/07	9/1/05 - 6-30-07
Grant Request	\$23,113	\$52,283	\$75,396
Cash Match	\$10,386	\$23,490	\$33,876
Project Cost	\$33,499	\$75,773	\$109,272

2. *Describe how you reached the proposed cost for this service.*

As detailed in the following budget worksheets, the proposed cost for this service is directly related to funding of staff, program incentives, training and travel necessary to enhance our FFT program. The salary and benefits are derived from the current Benton County salary schedule and include anticipated COLA and step increases associated with the FTE identified in the attached budget. Travel and training costs are derived from the expected costs to train an FFT therapist and sustain the therapist's participation in the statewide quality assurance process. Supplies and incentives costs are derived from the standard anticipated costs for supplies associated with a Counselor II position providing FFT services. The budget worksheets are attached to this application.

3. *The grantee must provide 31% of the Total Project Cost. How will you meet the 31% match requirement?*

This county plans to take advantage of the available \$120,000 in foundation funds as provided by King County in the following statement from Jim Street, King County Reinvesting in Youth Project:

***"State Reinvesting in Youth Pilot Program FY 06-07 (ESSB 6090.
Sec. 203(6)***

***Seattle / King County Contributions to Support Local Government
Match in Other Counties***

The Seattle / King County Reinvesting in Youth Project is a collaboration of the City of Seattle, King County and 11 suburban cities in King County whose purpose is to expand state and local funding for evidence based services for juvenile justice involved youth.

Reinvesting in Youth has raised \$120,000 in foundation funds to support the participation of counties other than King County in the Reinvesting in Youth pilot program approved by the legislature this year. The foundations include Gates, Allen, Annie E. Casey and JEHT.

Counties will be able to use the \$120,000 to meet local match requirements required by the pilot program. For the FY 06-07 biennium, approximately \$350,000 in state funds are available for counties other than King County. Since the Budget proviso requires a 69% state and 31% local match, that means that local governments will need to contribute approximately \$157,000. The \$120,000 will be available for that purpose. Thus, counties in the pilot program will only need to raise \$27,000. The \$120,000 will be front loaded to cover up to 100% of match requirements in the first year of the expanded program with the remainder to be applied to the remainder of the biennium. It is also possible that a county may have sufficient local resources to support expanded services beyond what is otherwise permitted by the available state dollars. In that case,

the \$120,000 will still be available to meet the local match requirements."

Any match amount not provided for by King County contribution in the second year of the pilot project will be covered by county current expense funds in the Benton-Franklin Counties Juvenile Justice Center budget.

4. *What is your match requirement sustainability plan beyond the duration of the pilot?*

This court would use county current expense funds to sustain the match requirement after the duration of the pilot period.

REINVESTING IN YOUTH

Benton Franklin Counties Juvenile Justice Center

Pilot Period: December 1, 2005 through June 30, 2006 (Revised)

Description	Pilot Period	
	December 1, 2005	June 30, 2006
DIRECT COST - 69%		
Personnel	1.00 FTE	
Counselor II	\$23,209	
Counselor II		
Taxes & Benefits	\$7,310	
Total Personnel	\$30,519	
Supplies & Incentives	\$1,050	
Other Services & Charges	\$250	
Travel		
FFT Therapist	\$372	
	\$153	
	\$405	
Total Travel	\$930	
Training	\$750	
TOTAL DIRECT COSTS	\$33,499	

MATCH - 31%	
Cash Match	\$10,386
FUNDING SOURCE	
	ESSB 6090 . Sec203 (6) Seattle / King Co Funding
Counselor II	\$7,388
Community Supervision Manager	\$1,528
Accounting Assistant III	\$624
Total Personnel	\$9,540
Program & Office supplies	\$338
Telephone / Communication	\$66
Central Services / Computer	\$442
Total Other	\$846
TOTAL CASH MATCH	\$10,386

TOTAL REQUESTED GRANT AMOUNT	\$25,115
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FAMILIES TO BE SERVED / COST PER PARTICIPANT			
Targeted # of families to be served	New Counselor II	10	
	Counselor II		
	Total	10	
Cost per participant	State Wide Avg		Our Avg
	\$2,310		\$3,350

PSHS Central Contract Services
County Program Agreement #0017CF (1-11-01)

REINVESTING IN YOUTH

Benton Franklin Counties Juvenile Justice Center
1st Year: July 1, 2006 through June 30, 2007 (REVISED)

Description	Full Year	
	July 1, 2006	June 30, 2007
DIRECT COST - 69%		
Personnel	1.25 FTE	
Counselor II	\$41,607	
Counselor II	\$12,858	
Taxes & Benefits	\$16,660	
Total Personnel	\$71,125	
Supplies & Incentives	\$2,250	
Other Services & Charges	\$400	
Travel		
FFT Therapist	\$766	
	\$315	
	\$417	
Total Travel	\$1,498	
Training	\$500	
TOTAL DIRECT COSTS	\$75,773	
MATCH - 31%		
Cash Match	\$23,490	
FUNDING SOURCE	ESSB 6090 . Sec203 (6) Seattle / King Co Funding	
Counselor II	\$16,418	
Community Supervision Manager	\$3,395	
Accounting Assistant III	\$1,387	
Total Personnel	\$21,200	
Program & Office supplies	\$750	
Telephone / Communication	\$557	
Central Services / Computer	\$983	
Total Other	\$2,290	
TOTAL CASH MATCH	\$23,490	
TOTAL REQUESTED GRANT AMOUNT	\$52,283	
FAMILIES TO BE SERVED / COST PER PARTICIPANT		
Targeted # of families to be served		
New Counselor II	30	
Counselor II	5	
Total	35	
Cost per participant - FFT		
State Wide Avg		Our Avg
DSHS Central Contract Services \$2,310		\$2,165
County Program Agreement #6017CF (1-11-01)		

REINVESTING IN YOUTH

Benton Franklin Counties Juvenile Justice Center

Pilot Period: December 1, 2003 through June 30, 2006 (Revised)**1st Year: July 1, 2006 through June 30, 2007 (Revised)**

Description	Grand Total	
	December 1, 2005	June 30, 2007
DIRECT COST - 69%		
Personnel		1.25 FTE
Counselor II		\$64,816
Counselor II		\$12,858
Taxes & Benefits		\$23,970
Total Personnel		\$101,644
Supplies & Incentives		\$3,300
Other Services & Charges		\$650
Travel		
FFT Therapist		\$1,138
		\$468
		\$822
Total Travel		\$2,428
Training		\$1,250
TOTAL DIRECT COSTS		\$109,272
MATCH - 31%		
Cash Match		\$33,876
FUNDING SOURCE		Total
Counselor II		\$23,806
Community Supervision Manager		\$4,923
Accounting Assistant III		\$2,011
Total Personnel		\$30,740
Program & Office supplies		\$1,088
Telephone / Communication		\$623
Central Services / Computer		\$1,425
Total Other		\$3,136
TOTAL CASH MATCH		\$33,876
TOTAL REQUESTED GRANT AMOUNT		\$75,396
FAMILIES TO BE SERVED / COST PER PARTICIPANT		
Targeted # of families to be served		
New Counselor II		40
Counselor II		5
Total		45
Cost per participant - FFT		
State Wide Avg		Our Avg
DSHS Central Contract Services \$2,310		\$2,428
County Program Agreement #6017CF (1-11-01)		

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 11-28-05 F/C 12-05-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: County Program Agreement for Reinvesting in Youth Pilot Project	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

On August 3, 2005, the Benton-Franklin Counties Juvenile Justice Center responded to the Department of Social & Health Services (DSHS) Reinvesting in Youth Grant Solicitation. The purpose of the grant is to provide funding to three pilot sites for expansion of three evidence-based practices (Functional Family Therapy, Multi-systemic Therapy, and Aggression Replacement Training). King County was specified by the legislature as one of the three pilot sites. Selection criteria of the other two pilot sites were based on population and that the operational structures were in place to deliver the evidence-based programs. On August 24, 2005, we were notified that the Benton-Franklin Counties Juvenile Justice Center was chosen as one of the pilot sites.

SUMMARY

Benton-Franklin Counties Juvenile Justice Center was selected to be a pilot site for the Reinvesting in Youth Project to expand our current JRA Functional Family Therapy Program. Funds will support 1.25 Counselors and other program costs for the period of December 1, 2005 through June 30, 2007.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and Franklin County sign the County Program Agreement # 0563-86256 - Reinvesting in Youth Pilot Project with DSHS and Benton-Franklin Juvenile Justice Center for the grant period of December 1, 2005 through June 30, 2007.

FISCAL IMPACT

This grant requires a 31% or \$33,876 cash match for the period of December 1, 2005 through June 30, 2007. However, funds raised to support the participation of counties other than King County in the Reinvesting in Youth pilot program were approved by legislature this year under King County foundation ESSB 6090.Sec203(6) to cover 65% or \$22,128 of the cash match requirement. Revenues from Juvenile's Family Support (marriage license) funds will be budgeted to support the remaining 35% cash match requirement of \$11,748 for the period of January through June 2007. There will be no fiscal impact to county funds.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the DSHS County Program Agreement 0563-86256 - Reinvesting in Youth Pilot Project.

JOINT RESOLUTION

05 737

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 500

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND J & J SECURITY & TRANSPORT, INC., and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between J & J Security & Transport, Inc., and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing upon execution by the Counties and terminating on December 31, 2006, NOW, THEREFORE

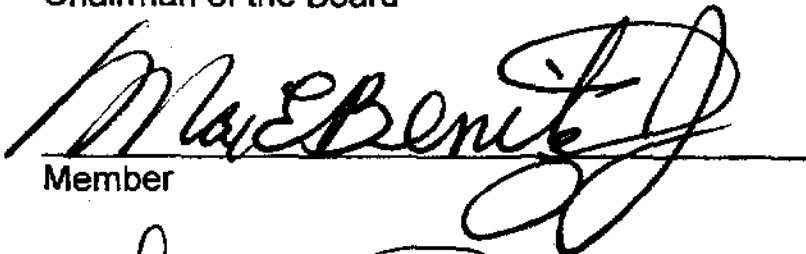
BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 28th day of November 2005.

BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Member



Member
Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:



Clerk of the Board

DATED this 5th day of December 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board

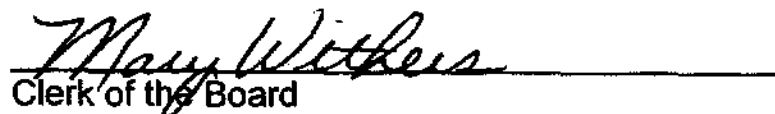


Chairman Pro Tem



Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:



Clerk of the Board

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

PERSONAL SERVICES CONTRACT FOR SECURITY SERVICES FOR BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

THIS CONTRACT 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 bi-Counties agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (jointly, "Counties") and J & J Security & Transport, Inc. ("Contractor"), with its principal offices at PO Box 4459, West Richland, WA 99353-4459.

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

1. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the Counties and shall expire on December 31, 2006. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform services as follows:

A. Security Services:

- (1) The Contractor shall perform security services to maintain a safe work environment for staff and clients of the Counties.
- (2) The Contractor shall provide one full time, regular or reserve, commissioned Police Officer, who is current with all training, to serve as a Security Officer, to keep order, and to maintain the control needed as follows:
 - a. Benton-Franklin Counties Juvenile Justice Center lobby area;
 - b. Benton-Franklin Counties Juvenile Justice Center first and second courtrooms;
 - c. Benton-Franklin Counties Juvenile Justice Center hallways and

offices; and

- d. Surrounding outside premises of Benton-Franklin Counties Juvenile Justice Center, with the exception of the Detention area;
- (3) The Contractor shall provide an additional Security Officer or Officers, as needed, for high-risk hearings, as determined by the Counties, or as requested by the Counties for reasonable and agreeable needs;
 - (4) The Contractor shall provide training and drills, so that all staff at the Counties will know what to do in the event of an emergency, as outlined by the Counties' policy (e.g., hostage situation); and
 - (5) The Contractor shall provide one on site course for the Counties staff at the Counties, up to three hours in length, to be given as requested by the Counties, in "Critical Incident Emergency Management" and "How to Avoid and Escape High Risk Incidents";
 - (6) The Counties agree to:
 - a. cooperate and assist Security Officers in order to maintain safety, which may include sharing information of known or suspected threats;
 - b. provide court docket and advanced notice when the second courtroom will be used; and
 - c. provide advance notice when high-risk hearing or other situations that arise that might require additional security needs or staffing.

B. Screening Station Services:

The Contractor shall:

- (1) Monitor the main entrance at the Juvenile Justice Center during assigned hours so as to protect the employees of the Counties, and the public in the Juvenile Justice Center;
- (2) Provide one, full time, regular or reserve, commissioned Police Officer, who is current with all training, to serve as a Security/Screening Officer, to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center, during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM except on holidays established by the Benton-Franklin Counties Superior Court;
- (3) Provide one, part time, Screener to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center, Monday through Friday, 8:00 AM to 10:00 AM and 12:30 PM to 2:30 PM, unless hours are adjusted by agreement of the Juvenile Court Administrator and the Contractor, except on holidays established by the Benton-Franklin Counties Superior Court;

- (4) Provide additional Screeners, as needed, for extended hours or as requested by Counties for reasonable and agreeable needs;
- (5) Direct the public through the screening station;
- (6) Monitor the public and watch and report any disturbances and/or potential disturbances;
- (7) Perform pat-down searches of clients entering the Counties facility, as Security Officer deems necessary, to prevent weapons being brought into the facility;
- (8) Perform any and all other duties as assigned by the Counties and agreed upon by the Counties and the Contractor.
- (9) Ensure that screening staff have been fully trained in the operation of the screening station and that screening staff have read and are familiar with the attached Benton-Franklin Counties Juvenile Justice Center Security Procedures; and
- (10) Maintain training records of each screening staff and make those records available to the Counties upon request.

C. Consultation:

The Contractor shall provide consultation with the Counties' staff and management on any security matters as needed or requested by the Counties.

D. Transport Services:

- (1) Contractor shall transport high and low risk Juvenile Justice Center clientele from various locations to Counties for court and other needs.
- (2) The Counties shall furnish a cage vehicle to Contractor for the express purpose of transport needs.
- (3) The Counties shall ensure that all vehicle insurance requirements are met and remain in full force and effect for the transport cage vehicle.
- (4) The Counties shall provide a cage car for transporting juvenile offenders.
- (5) The Counties shall provide at least one (1) day's notice of need to transport youth from Detention for appointments, courts, etc.

E. The Contractor shall provide a signed release authorizing the Counties to obtain driving records from the Washington State Department of Motor Vehicles and/or Licensing and to provide certificates of training for each security officer.

- F. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the Counties.
- G. The Contractor shall perform the work specified in the Contract according to standard industry practice.
- H. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- I. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For Contractor: **Alison Moore, President
J & J Security & Transport, Inc.
PO Box 4459
West Richland WA 99353-4459**
- B. For Counties: **Sharon Paradis,
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336**

4. COMPENSATION

For the services performed hereunder, the Contractor shall be paid as follows:

- A. Regular security (8:00 a.m. through 5:00 p.m.) rate of \$5,289.00 per month (includes lunch).
- B. 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.
- C. The rate of \$18.50 per hour will be charge for a full time, regular or reserve, commissioned Police Officer to serve as a Security /Screening Officer, to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center.
- D. The rate of \$14.50 per hour will be charged for a part time Screener to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center.

- E. The rate of \$14.50 per hour will be charged for any additional Screeners as requested by Counties for reasonable and agreeable needs
- F. Local and High Risk transport rate of \$25.75 per hour.
- G. Low Risk transport rate of \$14.55 per hour.
- H. Tracking service rate of \$22.50 per hour.
- I. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- J. The Contractor may submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. *Invoices shall cover the time Contractor performed work for the Counties during the billing period.* The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- K. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- L. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- M. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor's shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business,

caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

7. INSURANCE

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

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

- B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the

performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial liability or commercial umbrella liability insurance.

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

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

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be not more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

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

- D. **Automobile Liability:** The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Contractor waives all rights against the Counties for recovery of damages to the extent they are covered by business auto liability.

E. **Other Insurance Provisions:**

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional insured with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an

additional insured.

- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as

an additional insured.

- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverage shall be mailed to the Counties at the following addresses:

**Juvenile Court Administrator
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336-1388**

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

8. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determines, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties

may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by The Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

- A. The Contractor's services shall be furnished by the Contractor as an independent Contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.

- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

12. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. BACKGROUND CHECK / SEXUAL MISCONDUCT

The Contractor shall comply with the following other provisions for all services provided under this contract.

A. Background Check/Criminal History

- (1) 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 and subcontractors who may or will have regular access to any client/juvenile.
- (2) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees and subcontractors who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

- (1) The Contractor shall ensure all employees and subcontractors are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

17. CONFIDENTIALITY

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

19. SUCCESSORS AND ASSIGNS

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

20. SEVERABILITY

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and

enforced as if the Contract did not contain the particular provision held to be invalid.

- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

21. ENTIRE AGREEMENT

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

22. NOTICES

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

The parties have caused this Agreement to be signed as follows:

J & J Security & Transport, Inc.	Benton Franklin Counties Juvenile Justice Center
<i>Alison Moore</i> 10/17/05	<i>Sharon A. Paradis</i> 10/17/05
Alison Moore Date	Sharon A. Paradis Date
<p align="center">BENTON COUNTIES APPROVAL</p> <p>Approved as to Form:</p> <p><i>Sarah Villanueva</i> 11/17/05 Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: <i>Claude L. Oliver</i> Name: Claude L. Oliver Title: Chairman, Board of Commissioners Date: 11-28-05</p> <p>Attest:</p> <p>Clerk of the Board: <i>Came McFarlane</i></p>	<p align="center">FRANKLIN COUNTIES APPROVAL</p> <p>Approved as to Form:</p> <p><i>RYAN VERHULP</i> 11.09.05 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: <i>Frank H. Brock</i> Name: Frank H. Brock Title: Chairman, Board of Commissioners Date: DEC. 5, 2005</p> <p>Attest:</p> <p>Clerk of the Board: <i>May Winters</i></p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 11-28-05 F/C 12-05-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Contract with J & J Security & Transport, Inc. to provide security to the Juvenile Justice Center	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	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. J & J Security became incorporated in October 2005 and is now formally called: J & J Security & Transport, Inc. with Allison Moore serving as President. J & J Security & Transport, Inc. performs security services to maintain a safe work environment for staff and clients, which includes the additional security officers and screening especially during high-risk hearings. The contract period is upon execution by the Counties through December 31, 2006.

SUMMARY

The Agreement between Benton-Franklin Counties Juvenile Justice Center and J&J Security & Transport, Inc. is to reflect the incorporation of J & J Security.

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 & Transport, Inc. for the period shall be upon execution by the Counties through December 31, 2006.

FISCAL IMPACT

The rates are included in Juvenile's 2006 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 & Transport, Inc., to provide security and juvenile transportation services for the Juvenile Justice Center for the period shall be upon execution by the Counties through December 31, 2006.

***Delegation of County Legislative Authority
To Serve on Canvassing Board***

I, Frank H. Brock, Chairman of the Franklin County Board of Commissioners, hereby designate myself to act on the Franklin County Canvassing Board for the recount held December 6 – 8, 2005, for the City of Pasco Councilmember District #4 position.

Such delegation is made under authority of RCW 29.62, WAC 434-40-210, and in accordance with Chapter 139 of the Washington State Laws of 1995.

SIGNED this 5th day of November, 2005.


Chair, Franklin County Board of Commissioners

BIG BEND**RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL**

2145 Basin Street SW, Suite E, Ephrata, WA 98823 - ph (509) 754-2463 x115 - fax (509) 754-4705 - email BBRCD1@aol.com

Name: Franklin County CommissionersEmail: pshults@co.franklin.wa.usPhone: 509-545-3535**How Can You Help?? (check all that apply.)**

- ☐ Skills, talents and expertise
- ☐ Materials and supplies for project implementation
- ☐ Sweat Equity or in-kind assistance
- ☐ Planning Committee Leadership

Inkind Contribution Values \$ **Suggested Contribution:**

\$ 25	Individuals
\$ 50	Cities, Town, EDC, CD, Etc.
\$200	Counties

☐ Financial Support in the amount of \$ 200.00

Thank you for your consideration and support! It is greatly appreciated! For further information or to make a contribution of time and talents, please contact:

Big Bend RC&D 2145 Basin Street SW Suite B Ephrata, WA 98823 (509) 754-2463

RECEIPT**2006 ANNUAL DUES RECEIVED FROM :****IN THE AMOUNT OF:****Big Bend RC&D 2145 Basin Street SW Suite B Ephrata, WA 98823 (509) 754-2463 x115**

EXHIBIT 11
Franklin County Auditor

December 5, 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

December 5, 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, December 5, 2005, 
Move that the following warrants be approved for payment:

<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	48058-48115	\$26,746.37
Veteran's Assistance Fund	1252-1257	\$2,301.17
Current Expense	48116-48142	\$7,356.63

In the amount of **36,404.17**. 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

**Benton-Franklin Counties Juvenile Justice Center
Franklin County Contribution
2006 Budget**

Baseline Request (Operations and Facilities)	\$1,289,936
Enhancements – Operations (Discussed 11/14 to be included in Baseline)	
❖ Computer Support (9101)	\$377
❖ Insurance Contribution Increase (2103)	\$5,288
	\$1,295,601
Franklin County Figure from Tom	\$1,300,601
Difference	(\$5,000)
Enhancements – Operations (Discussed 11/14 as probable supplement due to Benton County Decision)	
❖ Utilities (4701)	\$1,249
❖ Fuel (3201)	\$54
Subtotal	\$1,296,904
Franklin County Figure from Tom	\$1,300,601
Difference	(\$3,697)

Juvenile Drug Court (1/2 funding)	\$15,233
Less additional \$ in FC Figure	(\$3,697)
Increase over FC Figure for 50% Drug Court	\$11,536

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Ruth Coie	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: December 5, 2005	Execute Contract	Public Hearing X
Subject: SP-2005-13 to short plat 2.04 acres into three (3) lots	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Preliminary Approval</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION:

The applicant has applied to short plat 2.04 acres into three (3) lots. The lots range in size from $\frac{1}{2}$ acre to $\frac{3}{4}$ acres in size. The property is zoned Residential Suburban 20,000 (RS-20).

The property is located in West Pasco, north of Court Street, south of Wernett Road, near the south west intersection of Road 48 and Bumpaous Road (1912 Road 48)—119-102-239.

As submitted, the application is in compliance with the standards specified in the County Subdivision Ordinance #3-2000.

According to Chapter 8 of the County Subdivision Ordinance, the Board of County Commissioners shall, after conferring with appropriate officials and agencies, make and enter findings into the record and determine whether the short plat be approved with conditions, returned to the applicant for modification or denied.

FINDINGS OF FACT: (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;

Action Summary
SP-2005-13
Page 2

- 7). Subdivision improvements **are required** for this application and therefore are required to be guaranteed by one of the methods described in the Subdivision Ordinance.

CONDITIONS OF APPROVAL:

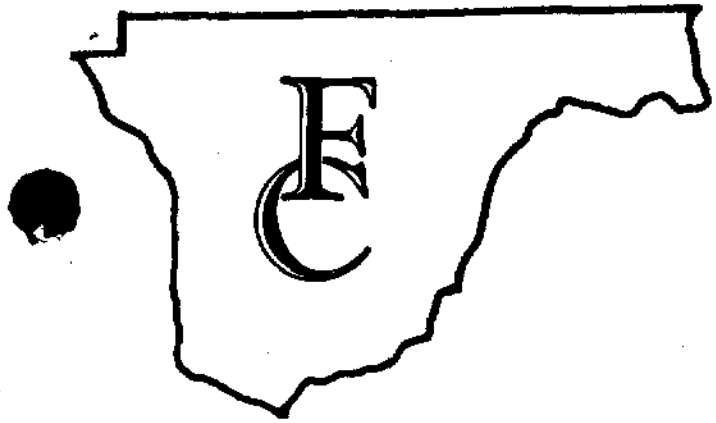
1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated November 10, 2005).
2. **Franklin PUD:** Applicant shall meet and comply with the PUD standards including placing a 10' utility easement across the northern portion of Lots #1 and #2, parallel with Bumpaous Road.
3. **Assessor/GIS:** The legal is incorrect on the plat (180 should be 187).
4. **Franklin County Irrigation District:** Applicant shall contact the Franklin County Irrigation District and comply with the District's requirements including piping and valve placement for the lots.
5. **Public Works:**
 - a. The boundary of the short plat does not close;
 - b. The owner(s) shall dedicate an additional 15 feet of right of way for Pearl Street for a total of 30 feet from the section line. The right of ways for both Pearl Street and Road 48 shall be shown as dedicated on the plat;
 - c. The owner(s) shall also widen Pearl Street eight feet for the distance of 115.32 feet (south boundary of Lot 3) to the current county standard of 14 feet for that half of the road. Applicant can contact the Public Works Department to discuss bonding options as an alternative to constructing the road. In lieu of the requirement of the owner(s) to submit engineered plans, they will be allowed to match the existing cross slope of that portion of Pearl Street;
 - d. The owners selected contractor shall meet with the Public Works Department to address side slopes, drainage and other construction requirements prior to construction commencing;
 - e. Add the following note to the plat: Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewers, and/or sanitary sewers.
6. **City of Pasco:**
 - a. The 6" water line must be extended in Bumpaous the full distance of the plat per the Standard Specification of the City Engineer.

Action Summary
SP-2005-12
Page 3

- b. At all street intersections a 25 foot radius is needed (this would be for both Pearl & Bumpaous).
 - c. As a condition of water service, outside annexation agreements will be required for all three lots.
7. **Fire District #3 and Fire Code Official:** Requests a fire hydrant be placed at the SW Corner of Bumpaous Road and Road 48.
8. **Franklin County Planning Department:**
- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
 - b. Since the lots are less than 1 acre in size, the applicant shall comply with City of Pasco standards for extending city water to the lots.
 - c. If the applicant wishes, the following language may be placed on the face of the plat. Prior to building permit issuance on Lots #1 or #2, the required fire hydrant at the SW Corner of Bumpaous Road and Road 48 shall be installed and accepted. Further, all City of Pasco standards for water extension and connections shall be complied with.
 - d. Lots 1 and 2 are subject to a Park Dedication Fee (\$300.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lot. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lots #1 and # 2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
 - e. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin County Irrigation District, Benton-Franklin Health Department, Franklin PUD, County Treasurer, Chairman-Board of County Commissioners.
 - f. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

MOTION

Grant preliminary approval of Short Plat 2005-13, subject to the seven (7) findings of fact and eight (8) conditions of approval.



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th
Pasco, Washington 99301
(509) 545-3535

RESOLUTION NUMBER 2005-501

PRELIMINARY APPROVAL

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON IN THE MATTER OF COUNTY PLANNING

RE: SP 2005-13, to short plat 2.04 acres into three (3) lots.

APPLICANT: Ruth Coie, 813 S Green Street, Kennewick, WA 99336

WHEREAS, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Ruth Coie and has recommended preliminary approval of the preliminary short plat and finds the following:

FINDINGS OF FACT: (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;
- 7). Subdivision improvements **are required** for this application and therefore are required to be guaranteed by one of the methods described in the Subdivision Ordinance.

CONDITIONS OF APPROVAL:

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated November 10, 2005).

RESOLUTION NUMBER 2005-501

Preliminary Approval

SP-2005-13

Page Two

2. **Franklin PUD:** Applicant shall meet and comply with the PUD standards including placing a 10' utility easement across the northern portion of Lots #1 and #2, parallel with Bumpaous Road.
3. **Assessor/GIS:** The legal is incorrect on the plat (180 should be 187).
4. **Franklin County Irrigation District:** Applicant shall contact the Franklin County Irrigation District and comply with the District's requirements including piping and valve placement for the lots.
5. **Public Works:**
 - a. The boundary of the short plat does not close;
 - b. The owner(s) shall dedicate an additional 15 feet of right of way for Pearl Street for a total of 30 feet from the section line. The right of ways for both Pearl Street and Road 48 shall be shown as dedicated on the plat;
 - c. Add the following note to the plat: Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewers, and/or sanitary sewers.
6. **City of Pasco:**
 - a. The 6" water line must be extended in Bumpaous the full distance of the plat per the Standard Specification of the City Engineer.
 - b. At all street intersections a 25 foot radius is needed (this would be for both Pearl & Bumpaous).
 - c. As a condition of water service, outside annexation agreements will be required for all three lots.
7. **Fire District #3 and Fire Code Official:** Requests a fire hydrant be placed at the SW Corner of Bumpaous Road and Road 48.
8. **Franklin County Planning Department:**
 - a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
 - b. Since the lots are less than 1 acre in size, the applicant shall comply with City of Pasco standards for extending city water to the lots.
 - c. If the applicant wishes, the following language may be placed on the face of the plat. Prior to building permit issuance on Lots #1 or #2, the required fire hydrant at the SW Corner of Bumpaous Road and Road 48 shall be installed and accepted. Further, all City of Pasco standards for water extension and connections shall be complied with.

RESOLUTION NUMBER 2005-501

Preliminary Approval

SP-2005-13

Page Three

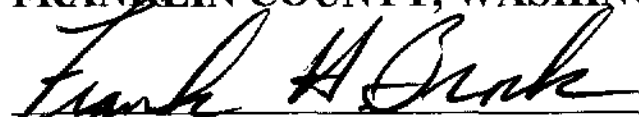
- d. Lots 1 and 2 are subject to a Park Dedication Fee (\$300.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lot. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lots #1 and # 2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
- e. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin County Irrigation District, Benton-Franklin Health Department, Franklin PUD, County Treasurer, Chairman-Board of County Commissioners.
- f. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

WHEREAS, the public use and interest will be served by giving preliminary approval to the above-mentioned application, and;

NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be given preliminary approval in accordance with the provisions of the Franklin County Subdivision Ordinance #03-2000.

SIGNED AND DATED THIS 5th DAY OF DECEMBER 2005.

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


CHAIRMAN


CHAIR PRO TEM


MEMBER

ATTEST:


Clerk of the Board

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 \$94,932.93 ON THIS 5TH DAY OF DECEMBER 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00


 Board Member


 Board Member

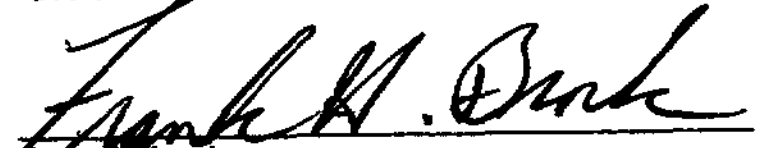

 Board Member

Voucher #	Claimant	Purpose	Amount
	AMERIGAS	tank rental	29.06
	AVISTA UTILITIES	monthly service	642.54
	BRUTZMAN'S, INC.	copy paper/report covers/folders	505.02
	CENTRYTEL	monthly service	37.67
	CINGULAR WIRELESS	monthly service	56.63
	FRANKLIN CO G.I.S.	FRIS manager wages 3rd qtr/Bently Select contract	3393.93
	FRANKLIN CO AUDITOR	recording fees	35.00
	FRANKLIN CO INFO SERVICES	backup phone/broadband-Nov.	361.27
	HILMS CONSTRUCTION	pay est#4/CRP583 final	2517.50
	J-U-B ENGINEERS	professional services	1139.89
	GILSON CO. INC.	press-ur-meter	578.87
	I.M.S.A.	renewal fee certification	40.00
	W.C.C.S.	2006 membership	100.00
	OLEN D. SHOCKEY	purchase of righ-of-way	20890.00
	MV&PW EQUIPMENT FUND-ER	equipment rent for Nov 05	56660.94
	MV&PW EQUIPMENT FUND-PITS	rock supply for Nov 05	3178.56
	PORT OF PASCO	rent on bldg and land	3184.64
	PATTY PRUETT	cleaning services for Connell shop	585.00
	RHODES ASPHALT	work completed on Arin & Alder Rds.	441.86
	TRI-CITY HERALD	CRP574 advertisement	359.29
	U.S. LINEN	service	195.26

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 \$13,534.95 ON THIS 5th DAY OF DECEMBER, 2005.

MV&PW EQUIPMENT FUND
500 000 001
548.60


 Board Member


 Board Member


 Board Member

Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Filters, heater, electrical tape, filter	170.51
	Connell Grange	Valves, WD-40, Hose bibb, tape, elbows	94.58
	Connell Oil, Inc.	Fuel Oil	287.18
	Critzer Equipment	Clutches, cylinders, Dura-Max	9,453.55
	D&R Auto Parts	Windshield washer fluid	122.82
	Fasteners, Inc.	Lock nuts, screws	22.74
	Financial Consultants Int'l., Inc.	Lease Payment #21: 2 Chev Pickups	832.97
	Franklin County Print Shop	Repair Order Forms	100.23
	G&R Ag Products, Inc.	Adapters, caps, gaskets	66.56
	Northstar Hydro-Cleaning Systems	Unloader (steam cleaner part)	136.45
	Oxarc, Inc.	Fire extinguisher serv.: Admin., Pasco, Connell	1,438.10
	Pacific Steel	Steel	43.50
	Russ Dean Ford	Trans. Service, lamp assy., credit, starter motor	395.77
	U.S. Linen	November linen service	245.32
	W.W. Grainger, Inc.	Oil primary control, 1/8 hp oil burning motor	124.67

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 \$799.20 ON THIS 5TH DAY OF DECEMBER 2005.

SOLID WASTE FUND
152 001 001
539 10


Board Member


Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	BRUTZMAN'S, INC.	discs/memory drive	135.51
	FRANKLIN CO INFO. SERVICES	scan for Sep & Oct 05/global crossing invoice	12.58
	BENTON-FRANKLIN VOLUNTEER	sponsorship donation	250.00
	TRI-CITY HERALD	compost workshop advertisement	401.11

2005 502

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: AGREEMENT BETWEEN FRANKLIN COUNTY AND
LARRY SINGLETON FOR USE OF HIS PERSONAL CELL PHONE FOR
COUNTY BUSINESS**

WHEREAS, Larry Singleton is required by his job description to be available 24 hours a day for emergencies; and

WHEREAS, Larry Singleton has a personal cell phone that he can be reached at 24 hours a day;

WHEREAS, Larry Singleton would not be allowed to make personal calls on a County provided cell phone; and

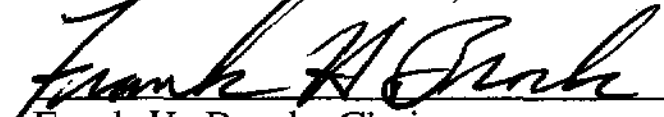
WHEREAS, it is not practical to carry two separate cell phones; and

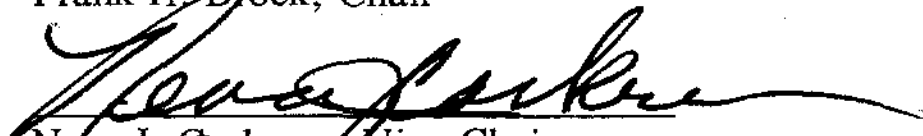
WHEREAS, Larry Singleton is willing to carry and use his personal cell phone for County business.

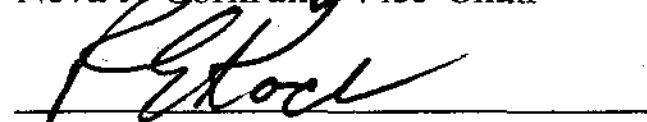
NOW, THEREFORE, BE IT RESOLVED that Franklin County hereby approve the payment of one-half of the monthly base charge of Larry Singleton's personal cell phone, effective June 1, 2005.

APPROVED this 5 day of December, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Vice-Chair


Robert E. Koch, Member

Attest:


Clerk of the Board

2005 502



Page: 1 of 8
Billing Cycle Date: 09/17/05 - 10/16/05
Account Number: 560567635

How To Contact Us:

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD)
1-866-241-6567

Wireless Number with Rollover
509-521-1574 - 146 Minutes

Previous Balance	5.55
Payment Posted	-5.55
BALANCE	0.00
Monthly Service Charges	39.99
Usage Charges	0.00
Credits/Adjustments/Other Charges	2.65
Government Fees & Taxes	9.12
TOTAL CURRENT CHARGES	51.76
Due Nov 06, 2005	
Late fees assessed after Nov 16	
Total Amount Due: \$51.76	

$\frac{1}{2} = 20.0$
 $\frac{1}{2} = 4.5$

Auto Pay Authorization Agreement

For use only with Auto Pay phone enrollment
If I enroll, I authorize Cingular Wireless to pay my bill monthly by debiting my bank account. I can cancel authorization by notifying Cingular at www.cingular.com, by calling 1-800-331-0500, or by dialing 611 from my wireless phone. If my bank rejects a payment, I may be charged a return fee.

Return the portion below with
payment to Cingular Wireless only.

December 5, 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

December 5, 2005

Sheriff Richard Lathim
Franklin County Courthouse
1016 North 4th
Pasco, WA 99301

Re: **DEPARTMENTAL LIABILITY INSURANCE EXPENDITURES**

Dear Sheriff Lathim:

We received your letter dated December 1, 2005 regarding the departmental liability insurance expenditures. Our administrative staff researched your inquiry as to which vehicles are charged to your budgets.

A list of the vehicles for all departments under your management is attached for your review. All licensed vehicles/trailers must be insured.

Please review the information listed to ensure our records are accurate and complete. The 2005 Jet boat and trailer needs to be added to the list, in which we believe will replace the 1996 Alaskan Jet Boat and EZ Load Trailer. Is this a correct assumption?

Please indicate your changes on the chart below and return a copy to our office for updating. Should you desire to move any vehicle(s) under another department, a transfer of funds will be made.

Should you have additional concerns or questions after reviewing the material, please contact our office to schedule time during a Board Meeting. We will be happy to discuss this issue with you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: Prosecutor Steve Lowe
County Administrator Fred Bowen
File/LB

December 5, 2005
 Sheriff Lathim
 Page 2

Department	License Number	Year	Model	VIN Number	Memo	Description
Sheriff						
	223LQO	2000	Buick Century	2G4WS52J0Y1312600	Narcotic Trust	Metro Car
	34355C	1969	Cadillac	XM706E1	Narcotic Trust	Gage Armored Gage Personnel Carrier
	01098C	1988	Ford Van	1FDYR80U4JVA46652	Narcotic Trust	Tactical Response Team Swat Van
	180064A	2002	Kawasaki	JKAVFEA192B515170	Four-Wheeler	
	180057A	2002	Kawasaki	JKAVFEA182B506427	Four-Wheeler	
		1971	EZLoad Tlr	14014	Boating Safety	
		1977	Boat	A1C2340L0877	Boating Safety	
	25411C	1990	Chevy PU	2GCEC19K0L1193931	Boating Safety	
	34375C	1996	EZLoad Tlr	1ZE1SL224TA012808	Boating Safety	
		1996	Alaskan Jet Boat		Boating Safety	
	52658C	1999	Trailer - SkiDoo	5KTWS1414XF026261	Boating Safety	(FCSO owns trailer)
		2000	Ski-Doo-Waverunner		Boating Safety	RETURNED TO HONDA USA
		2000	Ski-Doo-Waverunner		Boating Safety	RETURNED TO HONDA USA
Dispatch	34365C	1977	GMC Van	TPL3273604025	Dispatch	Motor Home
Corrections	40244C	1987	Chevy	4G1AW51R7H61564	Corrections	SOLD
	00084C	1989	Chevy Van	4GCGG35K8K7163656	Corrections	SOLD
	25402C	1993	Ford	2FACP71W9X145656	Corrections	
	29629C	1994	Chevy	1G1BL52P8RR164654	Corrections	
11 Licensed Vehicles Total						