

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for December 19, 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; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Bob Koch, Member, was absent on vacation.

SHERIFF

Sheriff Richard Lathim and Undersheriff Kevin Carle met with the Board.

Vehicle Insurance

Sheriff Lathim reviewed some insurance charges for vehicles with the Board. He said some of the vehicles have been sold after they were surplus. There are also vehicles that are not on the insurance list which need to be added. Sheriff Lathim asked if they are on somebody else's list. Mr. Bowen said Public Works turns in the list of vehicles and he would expect that they have all the current vehicles listed.

Sheriff Lathim said a Buick Century that is listed is part of the Sheriff's fleet. The insurance cost for the Buick Century should not be being charged back to Metro. He asked if the county is paying twice for the Buick Century. He asked if the Narcotics Trust fund is charged also. Mr. Brock asked how the Sheriff's Department received the 2000 Buick Century. Sheriff Lathim said it was purchased by the Metro Drug Task Force. Over the years, several vehicles have been purchased by Metro. Originally the Sheriff's Department provided the car as a grant. When there was a cutback in Metro funding, Metro gave the cars back to the entities who had provided them. The Buick Century was put into the fleet several years ago.

Sheriff Lathim said he thinks the Sheriff's Department should be given a list and asked to check off on it rather than having it paid by other departments without any notice to his department.

Mr. Bowen suggested the best way to resolve this problem is to have a group meeting involving him, Sheriff Lathim, Public Works Accountant Dennis Huston, and Secretary Bridgette Scott.

Sheriff Lathim said we used to get a list of vehicles for review. That no longer occurs. Another problem is having vouchers being prepared by the County

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Administrator's secretary out of other departments' budgets without review by the elected official or department head. Sheriff Lathim said the Narcotics Trust fund should be reimbursed for at least two years, especially if the insurance cost has been double paid for two years. He said vehicles that are not on the Public Works list that are part of the Sheriff's fleet need to be added.

Mr. Brock said we'll see that it's taken care of. We need to get this fixed so we all understand.

Mrs. Corkrum said when the insurance is due, we have to pay it without waiting for a voucher from each department. That is why one person has been doing the vouchering.

Sheriff Lathim told the Board about vehicles that he would like to quit using if insurance coverage is required for them because of the cost. One vehicle is an armored transport carrier that Walla Walla County would like to purchase. The Board asked Sheriff Lathim to prepare the paperwork for surplusizing the vehicle.

GPS Units in Sheriff's Vehicles

Undersheriff Carle asked what's the purpose of GPS units that are installed on patrol cars? Mr. Bowen said going way back, when the GIS mapping was initially begun, the intent was to do that back in 1992 when we tied everything to satellite tracking. The current use of the GPS units is basically a test for us to see how it works. Eventually we want to have them on all county vehicles, not just the Sheriff's vehicles. He said Darrel Farnsworth, the Public Works shop foreman, told the Board about the opportunity to install the units and tie it into the Telstar type of system. Mr. Bowen told Mr. Carle the purpose is to do two different things: We hope it will work with the 911 dispatch and it will also tell us how people are treating vehicles.

Mr. Carle asked why weren't we contacted about this prior? You know that we have the capability in our Dispatch Center right now to tie it all in the way it is. Mr. Bowen said it needs to be done that way and it just kind of evolved. Mrs. Corkrum said we're going to put the units in all Road Department vehicles also as we purchase new vehicles. Mr. Bowen said we put four in the new vehicles that came in and just

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tested to see how it works. We haven't invested into the On-Star capabilities right now because we want to see how it works out before we start making that investment.

The whole idea of using the GIS units is so we can build that right into our Dispatch system so we can monitor the vehicles, whether they be in high-speed pursuit or for location or whatever. Mr. Carle said that's what that's designed for. He said we've been wanting that for a long time.

Sheriff Lathim asked if what has been installed has been purchased or is that a tryout? Mr. Bowen said we purchased them at \$400 per unit. Sheriff Lathim asked if we know whether that particular unit is compatible with our Intergraph system. Mr. Bowen does not know. He has talked to sheriff deputy Rick Kent. Mr. Kent planned to get with Information Services Director Kevin Scott to see if it can tie into the 911 system. Mr. Bowen said we want to be able to see where the vehicles are at all times. Mr. Carle said that's fine, it's not a problem, but I don't think the homework was done right. Mr. Bowen said it may not have been but we put the four units on at a minimal cost. We were told through the Public Works Department that we could get this OnStar and we can track them. We decided it sounded good so we did it.

Mr. Carle asked how are you tracking them? Mr. Bowen said we haven't at this point. We're just testing the system to see how they work. The vehicle is brought in, the information is downloaded into the computer, the computer tells you what it looks like. If that works, then you go to the next step. We didn't go to the next step because the vendor wants a monthly cost for every unit. We're going to see how it works first. If it works fine, then as we get into the next vehicles we're going to continue to add the units. Mr. Brock asked what the cost will be per month. Mr. Bowen said he thinks it was more than \$100 per month per vehicle. That's why we didn't go to that in the beginning.

Sheriff Lathim said the Intergraph system is set up so if you get the right GPS tracking system, it will track live. Mr. Bowen asked can you avoid the \$100 per month? Sheriff Lathim said you might be able to. He does not know. He does not think Intergraph goes through OnStar. Mr. Bowen said he used OnStar as an example. It is not OnStar that we're putting on.

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Sheriff Lathim said if we're going to put that type of money into that type of device and if it costs the same or similar, why wouldn't we want to have it live. If we have it live and we're trying to get hold of a deputy but we can't raise him on the radio, we could see where his car is so if he's been in a wreck or if he's out of the car and something's happened, you would know where to go look for him.

Mr. Bowen said he supposes right now the units record what the vehicle does. He has not seen the printouts. Mr. Carle said so you're just wanting to know what the speeds are. Sheriff Lathim said and where the car has been. Mr. Bowen said that's part of it but also from what we understand is that the unit can be brought in, plugged into the system, and it will map where the vehicle has been. If that works out fine, then we can go to the live remote and be able to track vehicles wherever they are at any time. It will run through the Dispatch Center. That's the whole purpose of GIS and the 911 system. This current use is just a test.

Sheriff Lathim said the sheriff's vehicles would run through the Dispatch Center but the Public Works vehicles would be handled differently. Mr. Bowen said if we had the capability of saying "let's call Dispatch and saying where is this person? We haven't been able to contact him for awhile," you're saying that that wouldn't work? Mr. Brock asked is what you're saying is we wouldn't be able to handle it because of the volume? Mr. Carle said that could be. He asked is it going to be our responsibility to track them? Mr. Bowen said no. He believes if we have all of our systems set up with GPS, the operators of the vehicles will be doing their daily stuff. If you want to check them out, then you could go in there and look at it. He said the whole idea is not to track a road grader all day long.

Sheriff Lathim suggested looking at the capabilities of Road Department foremen having laptop computers with the ability to pull up a map and see where grader such-and-such is or is it moving or has it been sitting at that same spot for an hour. He thinks that would be a real efficient management tool instead of just running it through Dispatch. He thinks the technology is available to use a laptop or in an office for the road superintendent.

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Mr. Brock asked would we limit it to one use? Sheriff Lathim said he hopes that's a capability because if that's possible, then it would be nice to have the same thing for sergeants and corporals. It would be a great tool for our supervisors to use, to be able to use a laptop computer to see where the three or four deputies that are working for them are located. Mr. Brock said hopefully this will evolve to that.

Sheriff Lathim said he thinks we need to be open to more capabilities. The cost may not allow it. Maybe with different equipment, the capabilities are available. He said it can be a great management tool to effectively manage equipment and people.

Mr. Brock said you'd like to be able to find out where your people are and what they're doing because if you need to send someone someplace, you want to know who's the closest to it. Sheriff Lathim said there are some high liability issues too such as high-speed chases. He knows the capability is available for an office to pull up live speeds of the cars and who is involved. Then if people are involved that shouldn't be or someone else that you want to take out of that situation, you can use that as a management tool.

Mrs. Corkrum said the GPS units aren't a tool for the Commissioners, it's a tool for you.

Mr. Brock said it's a tool that you can use and be very effective. He said our only concern is the safety of the vehicles. Your concern is the operation of your department.

Metro

There was discussion about the grant funding sources for Metro.

KONA Reporter Dennis Shannon joined the audience.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2005-540** for the disposal of nine office chairs as indicated on the *Franklin County Storage – Salvage* form received from the Franklin County Prosecutor's Office, in conjunction with RCW 36.32.210 (inventory). (Exhibit 1)
2. Approval of **joint Resolution 2005-541** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners

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on the County Program Agreement (various services FY 2005-2007, DSHS Agreement #0563-84934) between the Juvenile Justice Center and Washington State Department of Social & Health Services, Juvenile Rehabilitation Administration, for a term commencing July 1, 2005 and terminating on June 30, 2007. (Exhibit 2)

3. Approval of **Resolution 2005-542** for an agreement, #0507-PIPH-MH-SFTS, between Sunderland Family Treatment Services and Benton-Franklin Counties to provide community mental health services for the 2005-07 biennium, effective September 1, 2005 through August 31, 2006, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 3)
4. Approval of **Resolution 2005-543** for an agreement, #0507-CMH-SFTS, between Sunderland Family Treatment Services and Benton-Franklin Counties to provide community mental health services for the 2005-07 biennium, effective September 1, 2005 through August 31, 2006, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 4)
5. Approval of **joint Resolution 2005-544** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Memorandum of Agreement between the Juvenile Justice Center and City of Seattle, Human Services Department, reinvesting in youth grant solicitation, for a term commencing December 1, 2005 and terminating on December 31, 2006. (Exhibit 5)
6. Approval of ***Out-of-State Travel Request*** for Dan Blasdel to attend the International Coroners Board Meeting in Nashville, TN, January 18-24, 2006, for an estimated expense of \$800. (Exhibit 6)

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

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of the following vouchers/warrants:

TRAC warrants 9032 through 9079 for \$62,593.95; Franklin County RV Facility warrants 206 through 211 for \$2,438.20; Courthouse Renovation Fund warrant 364 for \$6,323.69; and Current Expense warrants 48208 through 48209 for \$267.99; for a total of \$71,623.83. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 7)

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PUBLIC WORKS

Engineer Tim Fife met with the Board. Present in audience: KONA Reporter Dennis Shannon.

Vouchers

Motion – Mrs. Corkrum: I move for approval of payment of the following vouchers/warrants: County Road Fund for \$10,313.52; MV & PW Equipment Fund for \$35,075.37; Solid Waste Fund for \$553.56; and Probation Work Crew for \$409.17. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 8)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. Present in audience: KONA Reporter Dennis Shannon.

Print Shop Expansion

The Print Shop is being expanded to include the old Coroner's area. Mr. Bowen asked if the Board wants the funding to come out of Courthouse Restoration, Rainy Day or Contingency fund. Mr. Brock said Courthouse Restoration. Mrs. Corkrum agreed.

Courthouse Renovation

When the courthouse renovation is completed, Mr. Bowen would like to have GIS and the Coroner occupy the portable courtroom so the Courthouse Annex can be emptied of county departments. Then the Health District can do the remodeling work they need to on the Courthouse Annex prior to moving in. The new courtrooms will be up and functioning. Mr. Bowen said there are individual offices in the temporary courtroom that can be used temporarily by the GIS Department and Coroner without remodeling work. Mrs. Corkrum asked if the temporary courtroom can continue to be used for a courtroom. Mr. Bowen does not see a need for it. Mrs. Corkrum thinks there may be a need for it because of comments Judge Swisher has made to her.

Mr. Brock said we're also considering having the Extension Service move back to the courthouse complex instead of remaining at the Courthouse Annex. He said the plan is for the Coroner, Information Services and the WSU Extension Office to all eventually go to the Health Department building. Mr. Brock said the Extension Service has asked

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him if there will be enough room to have a meeting room. Mr. Bowen does not see why not. The measurements have not been done. WSU Extension will move to the area of the Courthouse Annex that is currently used by Licensing until the area of the current Health District building becomes available.

Mrs. Corkrum said the Auditor will keep areas of the Courthouse Annex for voting work and storage. The areas that will remain with the Auditor are currently occupied by the Elections Department, Accounting and the garage section that is used for storage. Mr. Bowen said WSU Extension will use the areas currently occupied by Licensing and Recording until the current Health District building is ready for them. The Health District will use the rest of the building except for the basement. The Board said eventually the Health District could use the part that becomes vacated by WSU Extension.

Mrs. Corkrum said we need to nail down when we think we will move back to the Courthouse because time is of the essence to get some plans for the open house. Mr. Bowen said we asked the contractors to finish the basement and then let us do the punch list on the basement while they finish the other floors. However, the contractor will not do that.

Mr. Bowen asked for approval to use the temporary courtroom for county departments while the work is being done to ready other areas. The Board gave approval. Mrs. Corkrum told Mr. Bowen to involve the departments that you're going to move. Mr. Brock said he doesn't think we can lock ourselves in on anything. The room assignments could change again. Mr. Bowen reiterated that the current plan is for WSU Extension to move to the licensing area. The Courthouse Annex building at 412 West Clark will be emptied so the Health District can do remodeling work prior to moving in. After the Health District vacates their current location, the county will do remodeling work there.

Mr. Bowen told the Board about the negotiations with the Health District for rental cost, utilities and building maintenance of the Courthouse Annex.

Commissioners Travel Credit Card

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Mr. Bowen explained the need for a Commissioners travel credit card rather than using personal credit cards. Mrs. Corkrum does not want to use a Commissioners travel credit card. She would approve having the county administrator have a county credit card. She said advance travel funds could be used. Mr. Brock thinks the credit card is needed to overcome the difficulties that have been occurring. Mr. Brock had thought a single credit card could be used instead of individual credit cards.

Secretary Patricia Shults joined the meeting.

Ms. Shults said the credit card companies highly recommend the credit card be in individual names for fraud reasons. The Board does not think it will be a problem if it is limited to the commissioners and Fred Bowen. Ms. Shults said it also would be easier to have individual cards for budget line item tracking purposes.

Mr. Brock and Mrs. Corkrum would both like to have one credit card for the office rather than individual cards. Multiple cards could be issued on the same account using authorized signatures. They asked Ms. Shults to check further with the credit card company.

Courthouse Renovation

Mr. Bowen reviewed Change Order #13 with the Board. All but four items of the change order have been discussed and approved previously. Item #2 is a revision to the countertop in the Commissioners Meeting Room for \$674.00. The Board gave approval. Item #7 involves a pocket door which was scheduled to be installed in the area between the Commissioners' Secretary and County Administrator's Secretary. It is being deleted for a cost savings of \$2660.00. The Board approved. Item #14 is for bronze exit signs at Rooms 103 and 115. The signs are required by the City of Pasco Building Inspector. The bronze was chosen to match the rest of the building. Cost \$1741.00. Item #15 is granting the contractor an additional 21 working days. Instead of \$1500 per day for the delay, the contractor is asking that two of their employees be paid at their going rate which comes to \$6231.00. The delay was due to the tile not matching so the project was stopped to get the new tile. Mr. Bowen would recommend approval. County officials

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and architects had matched the tile but after the tile was cleaned, it was discovered the tile did not match. New tile was ordered. The Board gave approval of the change.

Mr. Bowen asked for approval of Change Order #13 amounting to \$66,611.

Motion – Mrs. Corkrum: I move for approval. This is Resolution 2005-545. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 9)

Mr. Bowen told the Board about another potential change order. The contract did not include gilding on the letters. However, the sign person used gold lettering instead of regular paint. The gold is beautiful. He said without question it's absolutely gorgeous. The change order is less than \$600. He asked if the Board wants to approve the work or not because the sign letterer decided to have it done.

Mrs. Corkrum said for \$600 she would go for it. Mr. Brock agreed. **The Board gave approval for the change.** A change order will be prepared.

OTHER BUSINESS

District Court

District Court Clerk Terrie Yonts met with the Board.

Ms. Yonts said the current copier lease can be renewed or an upgrade can be done. She asked for approval to upgrade to a different copier that will be faster and have a push scanner button on it. It will be used to start scanning some of the civil documents. The new lease would be for 36 months. The current volume cost is .0104 at \$64. The new volume cost would be .008 for the first year so it would cost \$49.76 instead of \$64. Ms. Yonts did not say what the volume cost would be after the first year. The current monthly cost averages \$367.94. The new monthly cost will be \$368.19 with an increased volume. The new copier will be faster and be able to scan documents.

Mrs. Corkrum said for any requests like this, we want to address these kinds of things during budget. Ms. Yonts said she was not aware of the upgrade at budget time.

The Board will approve the change on Wednesday's consent agenda.

Executive Session at 10:43 a.m. regarding contracts expected to last five minutes.

Open Session at 10:47 a.m.

County Credit Cards

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The Board talked to Pam with Bank of America by telephone about county credit cards. Bank of America will not issue credit cards without having an individual's name on them.

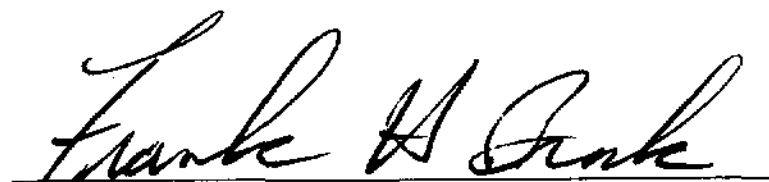
The Board will make a decision later about whether to obtain credit cards for use by the Commissioners Office.

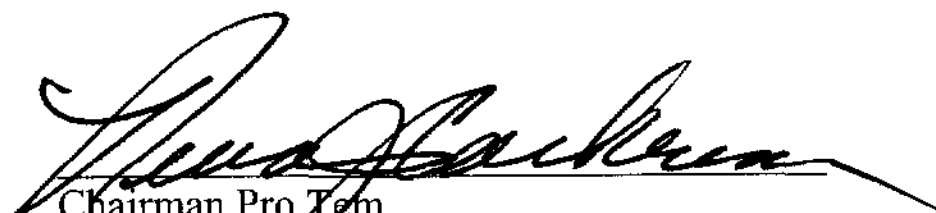
Adjourned at 10:51 a.m.

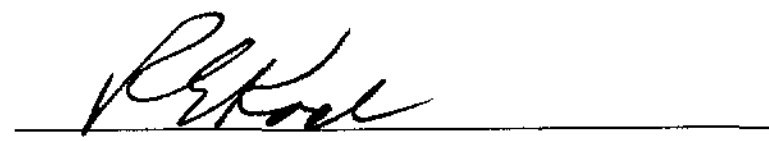
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until December 21, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed January 4, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2005 540

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF NINE OFFICE CHAIRS ASSIGNED TO
THE FRANKLIN COUNTY PROSECUTOR'S OFFICE**

WHEREAS, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the Prosecutor's Office requesting disposal of nine office chairs; and

WHEREAS, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

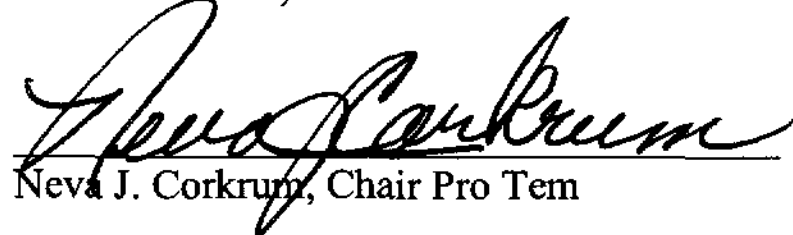
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the disposal of nine office chairs as indicated on the *Franklin County Storage – Salvage* form received from the Franklin County Prosecutor's Office, in conjunction with RCW 36.32.210 (inventory).

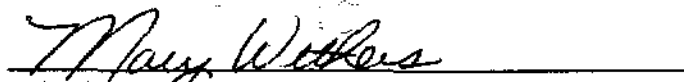
APPROVED this 19th day of December 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board

ABSENT

Robert E. Koch, Member

Originals: Auditor
Minutes
Maintenance

cc: Prosecutor

FRANKLIN COUNTY STORAGE -- SALVAGE

DATE: 12-12-05

REQUESTED BY: Steve Lowe

DEPT: PA

DESCRIPTION OF ITEM(S) Office Chairs

DEPT. NUMBER:

9 each

PHONE #: 545-3543

AUTHORIZED BY:

Frank H. Oriskany

RECEIVED BY:

SERIAL #:

DATE RECEIVED:

DATE CLOSED:

EXHIBIT 1

CHECK ONE OF THE FOLLOWING:

SALVAGE ☒

STORAGE ☐

X Reconditioning

DESTROY ☒

December 19, 2005

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 777FRANKLIN COUNTY RESOLUTION NO. 2005 541

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
BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON
STATE DEPARTMENT OF SOCIAL & HEALTH SERVICES, JUVENILE
REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the
best interest of the Juvenile Justice Center that the County Program Agreement # 0563-
84934 between Washington State Department Of Social & Health Services, Juvenile
Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center 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 Personal Services Contract.

DATED this 12th day of December 2005.DATED this 19th day of December 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Claude R. Allen
Chairman of the Board

Frank H. Burk
Chairman of the Board

Max E. Benitz
Member

Thong Starkman
Chairman Pro Tem

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

ABSENT

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

ATTEST:
Carrie McFarlane
Clerk of the Board

ATTEST:
Mary Waters
Clerk of the Board

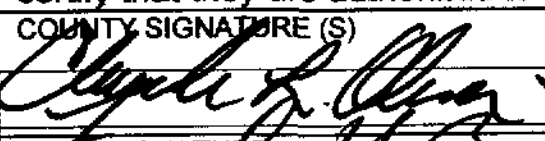
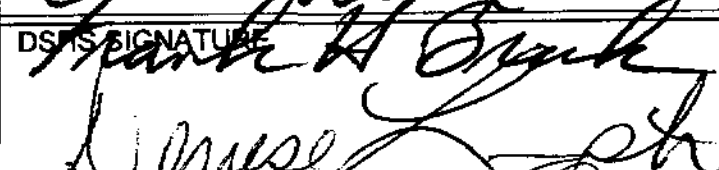
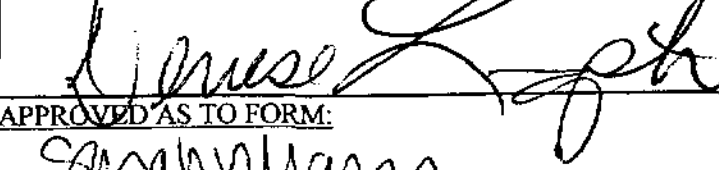
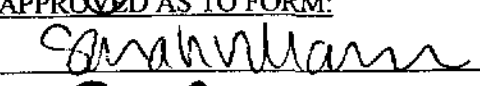
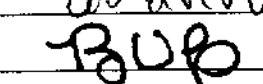
<p align="center">COUNTY</p> <p align="center">PROGRAM AGREEMENT</p> <p align="center">Various Services FY 2005-2007</p>		DSHS Agreement Number	
		0563-84934	
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, 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 R2VAR County Agreement Number
DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Juvenile Rehabilitation	Division of Community Programs	1122	5041CS
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Rich Klemmer Regional Business Manager		8517 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 Court	5606 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:			
<input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Diagnostic Evaluations SOW; Exhibit B - E3SHB 3900 SOW; Exhibit C - Detention Services SOW; Exhibit D - JRA Various Services			
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	12-22-05	
	Franklin County Commissioner Frank H. Brock, Chairman	12/19/05	
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	Denise Livingston Grants and Contracts Manager	11/10/05	
APPROVED AS TO FORM:			
	Benton County Civil Prosecutor, Sarah Villanueva	11/9/05	
	Franklin County Civil Prosecutor, Ryan Verhulp	11.28.2005	

Exhibit A

**DIAGNOSTIC EVALUATIONS OF OFFENDERS COMMITTABLE TO JRA
STATEMENT OF WORK**

PURPOSE:

The purpose of this contract is to contract with county juvenile courts to perform diagnostic evaluations on youth committable to the JRA. Diagnostic evaluations are defined in the JRA Diagnostic Standards.

1. Services Provided.

- a. The County diagnostic program shall gather information and conduct evaluations to identify appropriate custody and treatment for each offender who is committable to the JRA.
- b. Fees paid for diagnostic services shall include all associated detention costs and other evaluations conducted.
- c. In addition to the compliance requirements mutually established in the General Terms and Conditions, the County diagnostic program shall comply with JRA Diagnostic Standards, Diagnostic Manual, Bulletins, and Rehabilitation Model; as well as publications identified throughout this Statement of Work.
- d. The County diagnostic program shall participate in statewide and regional training regarding changes to the diagnostic program and juvenile justice programming, as specified by the JRA.
- e. JRA may refuse, at the discretion of the Superintendent or Regional Administrator, to transport or admit an offender to a JRA facility, if all diagnostic tasks specified within this statement of work are not completed

2. Specific Services to be Provided.

- a. The County shall provide specific services, which include:
 - (1) Review and compilation of documents which will be summarized in a Client History Review;
 - (2) Review of the court order for accuracy, ensuring consistency with the Sentencing Worksheet;
 - (3) Face- to- face interviews with the offender and family, and phone interviews with other involved parties; document reasons why if unable to meet with family face-to face
 - (4) Accurate completion of JRA Initial Security Classification Assessment (ISCA) and compliance with JRA policy for exceptions or overrides to the ISCA;

- (5) Timely and accurate JRA Client Tracking System (CATS) entries, to be made directly or through the protocol established with the JRA Regional office at the discretion of the JRA Regional Administrator or designee, to secure JRA placement and serial number;
- (6) Complete risk assessment, mental health, and drug/alcohol screens;
- (7) Compliance with special requirements for sexual, violent, stalking, and short-term offenders as well as offenders who may be eligible for the JRA Basic Training Camp or other specialized treatment programming;
- (8) Transition services to assigned residential facility or JRA parole, to include arranging transportation, contacting the residential facility's intake personnel and the Regional office for youth on parole;
- (9) Initiation of subpoenas or requests for school records, and follow up by forwarding any school material received to the residential placement and Regional office;
- (10) Deliver diagnostic package and JRA case file to the residential facility, along with the offender; Arrange transportation and notify Institution/transportation if youth requires accommodation i.e. severe mental health issues, transporting with co-defendants/victims. Note: The Diagnostic package is the JRA case file, unless the youth is a re-commit, then the file comes from the Regional Office.
- (11) Mail a duplicate copy of the diagnostic package to the Regional office; and
- (12) Act as spokesperson for the JRA during the juvenile court proceedings regarding JRA programs.

3. Billing.

- a. Upon receipt of a complete diagnostic package, the County shall receive payment as follows:
 - (1) For FY06 and FY07 the County shall receive \$1,000.00 per full diagnostic assessment. Eligible youth include:
 - (a) Youth receiving a first time commitment to the JRA, and
 - (b) Youth re-committed to the JRA, which have been out of a JRA residential program for six months or more.
 - (2) For FY06 and FY07 the County shall receive \$600.00 per partial diagnostic assessments. Eligible youth include:
 - (a) Youth re-committed to the JRA which have been out of a JRA residential program for six months or less,
 - (b) Youth revoked from the Special Sex Offender Disposition Alternative (SSODA), and

- (c) Youth revoked from the Chemical Dependency Disposition Alternative (CDDA).
- (3) For FY 06 and FY 07 the County shall receive \$80.00 per diagnostic assessments for youth receiving non-residential commitments (i.e. time served) and multiple detention sentences. The limited diagnostic package shall include:
 - (a) Client History Review,
 - (b) Initial Security Classification Assessment,
 - (c) Client Activity Tracking System (CATS) entry, and
 - (d) JRA case file.
- (4) The County shall not conduct evaluations on offenders who receive an additional commitment to JRA while already serving a commitment in JRA.
- (5) JRA shall not pay for post-disposition diagnostic evaluations on youth not committed to JRA.
- b. The County shall submit an A-19 Invoice Voucher to JRA within 30 days of the end of each month, for services provided, and shall provide a list of offender names who received diagnostic evaluations for which payment is requested.
- c. JRA may withhold payment if diagnostic packages are incomplete.
- d. If the County bills and is paid fees for services that JRA later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JRA shall recover fees and the County shall fully cooperate.
- e. If the County utilizes subcontractors for the provision of services under this contract, the County must notify JRA and maintain sufficient documentation to verify the subcontractors meets all the requirements under this contract. In no event will the existence of a subcontract release or reduce the liability of the County for any breach of performance.
- f. The County shall accept this payment as sole and complete remuneration for services provided to offenders under this contract including costs associated with detention and the subpoenas necessary to obtain school records. This does not preclude the County from seeking other funding sources.
- g. 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 agreement.
- h. Under no circumstance shall the County bill twice for the same service.

4. Items Incorporated by Reference.

JRA Bulletins

JRA Diagnostic Standards

JRA Predisposition Manual

JRA Rehabilitation Model

Exhibit B

**E3SHB 3900 FUNDS
STATEMENT OF WORK****Purpose:**

As mandated by the Washington State Legislature, the purpose of this contract is to pass through funding to county juvenile courts for the sole purpose of addressing the impacts of Juvenile Justice Bill, E3SHB3900, passed by the 1997 legislature. The county funding distribution is based on the Consolidated Juvenile Services (CJS) At-Risk formula provided by the Washington Association of Juvenile Court Administrators (WAJCA).

1. Compensation.

- a. Maximum consideration for this statement of work shall not exceed \$119,145 for FY 2006 and \$120,602 for FY 2007.

2. Billing.

- a. The County shall submit a properly completed A-19 Invoice Voucher with supporting documentation to JRA within 30 days of the end of each month.
- b. The County shall bill JRA in twelve equal installments each fiscal year.
- c. The County shall maintain back-up invoices and other documentation to link expenditures to the legislative impacts of E3SHB3900.

Exhibit C

**DETENTION SERVICES
STATEMENT OF WORK****PURPOSE:**

The purpose of this contract is to contract with county juvenile courts to provide secure detention services to youth pending transportation to a JRA residential facility.

1. Services Provided.

- a. The County shall provide detention center services including custody, supervision, education, recreation, and care for all residential youth pending transportation return to a JRA residential facility.

2. Compliance.

- a. 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 subcontractor meets 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.

3. Billing.

- a. The County shall be reimbursed at the rate of \$100.00 per day, per youth.
- b. The County shall submit a properly completed A-19 Invoice Voucher with supporting documentation to JRA within 30 days of the end of the month in which services were provided. Supporting documentation shall include:
 - (1) Name of youth,
 - (2) Date of admission to detention,
 - (3) Date of release from detention, and
 - (4) Number of billable days.
- c. If the County bills and is paid fees for services that JRA later finds were either 1) not delivered, or 2) not delivered in accordance with this contract or contract attachments, JRA shall recover said fees and the County shall fully cooperate.
- d. The County shall accept this payment as sole and complete remuneration for services provided to offenders under this contract. This does not preclude the County from seeking other funding sources.
- e. 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 agreement.
- f. Under no circumstances shall the County bill twice for the same service.

EXHIBIT D

**JUVENILE REHABILITATION ADMINISTRATION (JRA)
OTHER PROVISIONS FOR SERVICES****4. Other Provisions.**

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

g. Background Check/Criminal History.

In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW contractors and each of their employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JRA approved criminal history and background check. In addition, contractors, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JRA approved criminal history and background check.

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

h. Sexual Misconduct.

The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, 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.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 12-12-05 F/C 12-19-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: County Program Agreement with DSHS/JRA Agreement 0563-84934 for Various Service	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

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 various services to youth in their local communities as an alternative to having them committed to the JRA. The attached County Program Agreement outlines Statement of Work for the following programs: Diagnostic Evaluation of Offenders Commitable to the JRA; Detention Services and E3SHB 3900 Funds. The term of this agreement is July 1, 2005, to June 30, 2007.

SUMMARY

The state will pay according to the conditions set in Billing section of each programs' Scope of Work in the County Program Agreement.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement # 0563-84934.

FISCAL IMPACT

This is a state contract by which we are reimbursed for services.

MOTION

I 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.

FRANKLIN COUNTY
RESOLUTION NO. 2005 542

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AN AGREEMENT BETWEEN SUNDERLAND FAMILY TREATMENT SERVICES
AND BENTON-FRANKLIN COUNTIES TO PROVIDE COMMUNITY MENTAL HEALTH
SERVICES FOR THE 2005-07 BIENNIUM**

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

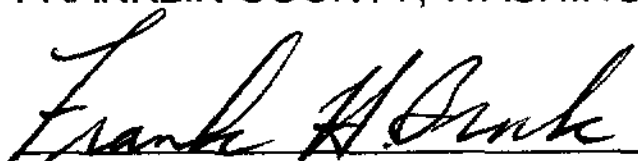
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

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

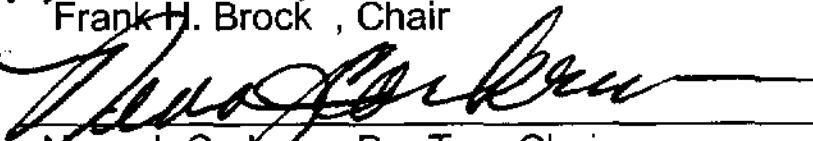
BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0507-PIHP-MH-SFTS.

APPROVED this 19th day of DEC., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Pro Tem Chair

ABSENT

Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

Carey

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Mental Health Treatment Provider identified below, hereinafter referred to as the "Contractor."

Contractor Contact:
John Simpkin, Executive Director
Sunderland Family Treatment Services
8514 W. Gage Blvd., Suite 301
Kennewick, WA 99336
(509) 736-0704

CFDA Number of Federal Funds (if any):

**Maximum Agreement Amount:
Per Payment Methodology**

Exhibit B ~ Definition of Terms
Exhibit D ~ Community Psychiatric Inpatient Process
Exhibit F ~ DSHS Admin. Policy No. 7.21 Prov of Svcs for Limited English Proficient (LEP) Clients
Exhibit H ~ DSHS Admin Policy No. 7.20 Comm Access for Persons who Are Deaf
Exhibit K ~ Payment Methodology
Exhibit O ~ Outpatient Service Modalities

(Exhibits I, M, P, Q, and R are not applicable to this Agreement.)

For the Contractor:

For Franklin County:

Attest: Clerk of the Board

Mary Withers

Approved as to Form:

Franklin County Prosecutor's Office

2005 542

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0507-PIHP-MH-SFTS	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to contract with Sunderland Family Treatment Services to provide medically necessary mental health services in Benton and Franklin Counties.

SUMMARY

Award: The consideration is calculated per the Pre-paid Inpatient Health Plan (PIHP) payment methodology.

Period: September 1, 2005 through August 31, 2006.

Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Agreement #0507-PIHP-MH-SFTS and authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY
RESOLUTION NO. 2005 543**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AN AGREEMENT BETWEEN SUNDERLAND FAMILY TREATMENT SERVICES
AND BENTON-FRANKLIN COUNTIES TO PROVIDE COMMUNITY MENTAL HEALTH
SERVICES FOR THE 2005-07 BIENNIUM**

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

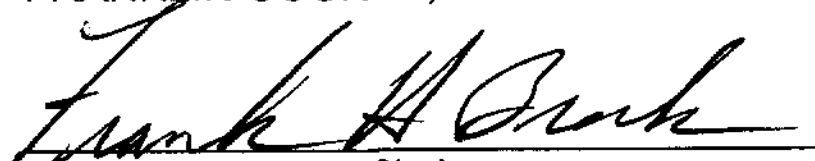
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;


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

BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0507-CMH-SFTS.

APPROVED this 19th day of DEC., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Pro Tem Chair

ABSENT


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

Carey

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Community Mental Health Agreement #0507-CMH-SFTS**

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Mental Health Treatment Provider identified below, hereinafter referred to as the "Contractor."

Department of Human Services Contact:

Dave Hopper, Director
7207 W. Deschutes Avenue
Kennewick, WA 99336
(509) 783-5284

Contractor Contact:

John Simpkin, Executive Director
Sunderland Family Treatment Services
8514 W. Gage Blvd., Suite 301
Kennewick, WA 99336
(509) 736-0704

For purposes of this Agreement, the Contractor is considered a:

☐ Subrecipient ☒ Vendor

CFDA Number of Federal Funds (if any):

Agreement Start Date:

September 1, 2005

Agreement End Date:

August 31, 2006

Maximum Agreement Amount:

Per Payment Methodology

EXHIBITS: The following exhibits are attached and incorporated into this Agreement by reference:

Exhibit A ~ Public Mental Health Mission Statement

Exhibit C ~ Access of Care Standards (Parts 1-4)

Exhibit E ~ Contract Deliverables

Exhibit G ~ DSHS Admin Policy No. 701 American Indian Policy

Exhibit I ~ Jail Services

Exhibit N ~ Grievance System Template

Exhibit P ~ Crisis Service Modalities

Exhibit R ~ Coordination of DDD State Hospitalizations

Exhibit B ~ Definition of Terms

Exhibit D ~ Community Psychiatric Inpatient Process

Exhibit F ~ DSHS Admin. Policy No. 7.21 Prov of Svcs for Limited English Proficient (LEP) Clients

Exhibit H ~ DSHS Admin Policy No. 7.20 Comm Access for Persons who Are Deaf

Exhibit K ~ Payment Methodology

Exhibit O ~ Outpatient Service Modalities

Exhibit Q ~ Crisis and Residential Resources Plan

(Exhibits J, L, and M are not applicable to this Agreement.)

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Director/Administrator

Date

Board of Directors (if applicable)

Date

For Benton County:

Benton County Commissioners

For Franklin County:

Franklin County Commissioners

Attest: Clerk of the Board

Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:

Department of Human Services

Benton County Prosecutor's Office

Franklin County Prosecutor's Office

2005 543

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0507-CMH-SFTS	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to contract with Sunderland Family Treatment Services to provide community mental health services in Benton and Franklin Counties.

SUMMARY

Award: The consideration is calculated per the State Only payment methodology and mental health funds held in reserve to support the public mental health system.

Period: September 1, 2005 through August 31, 2006.

Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Agreement #0507-CMH-SFTS and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

06 006

FRANKLIN COUNTY RESOLUTION NO. _____

2005 544

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

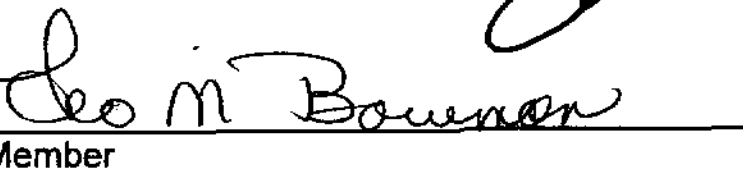
IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE
CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY
COMMISSIONERS ON THE MEMORANDUM OF AGREEMENT BETWEEN
THE JUVENILE JUSTICE CENTER AND CITY OF SEATTLE, HUMAN
SERVICES DEPARTMENT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that Memorandum of Agreement Reinvesting in Youth Pilot Project between the City of Seattle, Human Services Department,, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing December 1, 2005 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 Memorandum of Agreement.


DATED this 3rd day of January 2006.DATED this 19th day of December 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

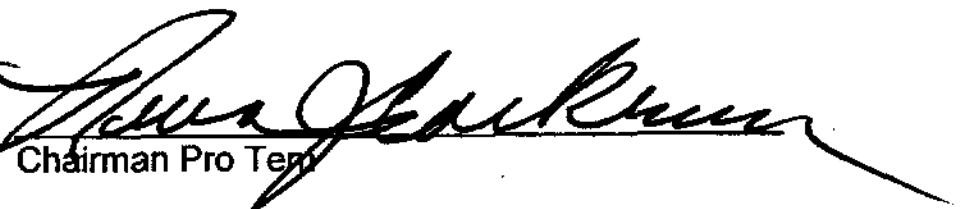

Chairman of the Board
Member
Member

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

ATTEST:


Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chairman of the Board
Chairman Pro Temp**ABSENT**

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

ATTEST:


Clerk of the Board



City of Seattle
Human Services Department
Alaska Building, 618 Second Avenue
Seattle, Washington 98104-2232
(206) 684-0100

Memorandum of Agreement

Project Name: RIY State Pilot Program County Grants #2
Fund Source: Paul G. Allen Foundation

This Agreement is made between the City of Seattle Human Services Department ("HSD") and Benton Franklin Counties ("COUNTIES") by and for the Benton Franklin Juvenile Justice Center, a bi-county agency for the purposes stated below.

I. Project Description: Reinvesting in Youth (RIY) is a King County - wide partnership of county and city governments, foundations and community representatives that seek to increase the health of youth and families, reduce juvenile crime, reduce incarceration, save public monies, and reduce the disproportional involvement of youth of color in the juvenile justice system. RIY is housed in the City of Seattle Human Services Department (HSD), which is the fiscal agent for the project and the contracting authority for this Agreement.

A centerpiece of the RIY strategy is to demonstrate that it is feasible to capture and reinvest a portion of the taxpayer savings generated by proven, cost-effective interventions to create a permanent funding source for prevention and intervention. In pursuit of this objective RIY has sought state legislation that would provide for reimbursement to local governments for a portion of the savings that accrue to the state as the result of local investments in intensive, family focused and proven cost-effective services.

In its 2005 session the State Legislature approved a budget that includes \$1,000,000 for the "Reinvesting in Youth" program. A portion of that amount will go to King County to sustain county investments in evidence-based programs. The remainder will go to other counties as part of a 2-year pilot to test the strategy state-wide.

The Benton Franklin Juvenile Justice Center filed an application to the State to receive state funds under the pilot program. Theirs was one of two proposals selected by the State. Under this Agreement, HSD will transfer foundation dollars to Benton Franklin Juvenile Justice Center to assist it to meet the local government start-up "match" as required by the State Reinvesting in Youth budget proviso. The funds will pay for Functional Family Therapy, one of the evidence-based programs authorized by the Reinvesting in Youth legislation.

II. HSD / Reinvesting In Youth Responsibilities

Purpose of Funds / Amount / Reimbursement: HSD shall pay to the Benton Franklin Juvenile Justice Center up to **Twenty-Two Thousand, One Hundred, Twenty-Eight Dollars and No Cents** (\$22,128.00) to help Benton Franklin Juvenile Justice Center meet its local Reinvesting in Youth match. Payments will be made in three equal installments of \$7,376.00 (December 31, 2005, April 30, 2006 and August 31, 2006) upon receipt of written verification by the Benton

ORIGINAL

Franklin Juvenile Justice Center in Attachment B of this Agreement that all of the conditions required of Benton Franklin Counties Juvenile Justice Center in order to receive State funds are being met.

III. COUNTY RESPONSIBILITIES

- A. Benton Franklin Juvenile Justice Center shall comply with all requirements established by the state and incorporated in DSHS Contract Agreement Number 0563-86256 between DSHS and the COUNTIES for receipt of state Reinvesting in Youth funds including strict compliance with state quality assurance requirements for incorporated in DSHS Contract Agreement Number 0563-86256 between DSHS and the COUNTIES.
- B. Benton Franklin Juvenile Justice Center shall invoice HSD as provided in Part II above and Attachment A to this Agreement. The appropriate narrative reports (Attachment B) must be included with each invoice. All reports and payment requests must be submitted to Darryl Cook, Program Specialist, Human Services Department, 618 Second Avenue, 4th Floor, Seattle, WA 98104.

IV. DURATION, AMENDMENT AND TERMINATION

- A. **Agreement Period:** The term of this Agreement is from December 1, 2005 through December 31, 2006.
- B. This Agreement may be amended by written agreement between the COUNTIES by and for the Benton Franklin Juvenile Justice Center and HSD.
- C. Funding for this project is being provided by grants from various foundations. Currently, foundation funding is committed to complete the project. However, HSD may terminate this Agreement at any time if foundation funding is not forthcoming for any reason.
- D. This Agreement may be terminated by HSD or the COUNTIES without cause by providing the Agency or HSD with 30 days written notice.
- E. In the event any party terminates this Agreement prior to December 31, 2006, the parties shall negotiate in good faith to reconcile outstanding financial accounts. HSD agrees to pay the Benton Franklin Juvenile Justice Center in accordance with Section II of this Agreement, on a pro-rated basis, and the Benton Franklin Juvenile Justice Center agrees to reimburse HSD on a pro-rated basis, whichever is appropriate, upon termination of the agreement prior to December 31, 2006.

ORIGINAL

The parties have executed this Agreement by having their representatives affix their signatures below.

THE CITY OF SEATTLE APPROVAL

Patricia McInturff for:

By

Patricia McInturff

Director, Human Services Department

1/13/06
Date

BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Sarah Villanueva
Sarah Villanueva, Deputy Prosecuting Attorney
Benton County

12/9/5
Date

DATED at Prosser, Washington, this 3 day of Jan, 2006

Ma E Benitz
Chairman

ATTEST:

Carmie McFenz
Clerk of the Board

FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

Ryan Verhulp
Ryan Verhulp, Franklin County Prosecutor

Date

DATED at Pasco, Washington, this 19th day of DEC., 2005.

Frank H Brack
Chairman

ATTEST:

Mary Withers
Clerk of the Board

ORIGINAL

Attachment A

City of Seattle - Human Services Department - Alaska Building, 618 Second Avenue - Seattle, Washington 98104-2232

Contractor's Invoice Form - Outcome Based Reimbursement

Program Specialist's Name: Darryl Cook	Division: DFYS	Phone #: 684-0930	Invoice #:	Invoice Period:	Contract #: DM05-5220	Contract Period: 12/1/2005 - 12/31/2006
Contractor's Name: Benton Franklin Juvenile Justice Center	Contractor's Address: 5606 W. Canal Place, #106 Kennewick, WA 99350		Project/Program Name: RIY - State Pilot Program County Grants #2		Contact Person's Name & Phone #: Sharon Paradis (509) 736-2724	
Description of Payment			Payment Amount	Due Date	Total Invoice	
Payment #1 - upon receipts of verification that all the conditions required of Benton Franklin Juvenile Justice Center in order to receive State funds are being met.			\$7,376	December 31, 2005	\$	
Payment #2 - upon receipt of verification that all the conditions required of Benton Franklin Juvenile Justice Center in order to receive State funds are being met.			\$7,376	April 30, 2006	\$	
Payment #3 - upon receipts of verification that all the conditions required of Benton Franklin Juvenile Justice Center in order to receive State funds are being met.			\$7,376	August 31, 2006	\$	
				Subtotal	\$	
				Deductions	\$	
Net Amount of This Request					\$	

Fund Source:**Paul G. Allen Foundation**

		Total
Agreement Budget		\$22,128.00
Less Previous Payments		
Less Net Amount of this Request		
Equals Contract Balance		

INVOICE CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury under the laws of The State of Washington, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against The City of Seattle, and that I am authorized to authenticate and certify to said claim.

Typed Name		Authorized Signature		Date
Human Services Department				
Program Specialist Certification			Finance Analyst Certification	
			Appropriation Number: _____	
			Amount to be Paid: _____	
			Examiner's Signature _____ Date _____	
Program Specialist's Signature _____ Date _____				

Attachment B

NARRATIVE PROGRESS REPORT

Contractor's Name: Benton Franklin Juvenile Justice Center	Contract Number: DM05-5220
Program Name: RIY - State Pilot Program County Grants #2	Contract Period: December 1, 2005 - December 31, 2006
Name of Person Completing Report:	Date of Report:

Please provide a narrative report on the progress in meeting Benton Franklin Juvenile Justice Center's obligations under this Agreement.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 01-03-06 F/C 12-19-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Memorandum of Agreement for Reinvesting in Youth Pilot Project	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

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. The City of Seattle, Human Services Department shall reimburse the Benton-Franklin Counties Juvenile Justice Center \$22,128.00 to help us meet the local Reinvesting in Youth match.

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. Agreement period is from December 1, 2005 to December 31, 2006.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and Franklin County sign the Memorandum of Agreement for Reinvesting in Youth Pilot Project with City of Seattle, Human Services Department and Benton-Franklin Juvenile Justice Center for the grant period of December 1, 2005 through December 31, 2006.

FISCAL IMPACT

The DSHS grant # 0563-86256 required 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. 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 Memorandum of Agreement with the City of Seattle, Human Services Department - Reinvesting in Youth Pilot Project.

OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: DAN BLASDEL
 Dates: JANUARY 18-24, 2006
 Destination: NASHVILLE, TENN
 Purpose: INTERNATIONAL CONGRESS BOARD MTG
 Account/Budget # 563.20 413 0000

ESTIMATED EXPENSE

Mileage _____ Miles @ _____ Per Mile \$ 400.00 AIRFARE
 Meals..... \$ 120.00
 Lodging..... \$ 280.00
 Registrations, Fares \$ _____
 Supplies \$ _____
TOTAL..... \$ 800.00

Recommended: Dan Blasdel 12/15/05
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

DEC. 19, 2005
Frank H. Borch, Chair
Neva Jackson, Member
ABSENT, Member

ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: _____

EXHIBIT 7
Franklin County Auditor

December 19, 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 19, 2005

Franklin County Commissioners:

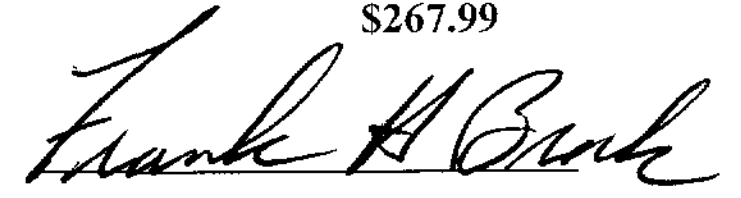
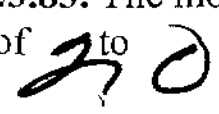
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, December 19, 2005,
Move that the following warrants be approved for payment:



FUND Expenditures	WARRANT Range	AMOUNT Issued
TRAC	9032-9079	\$62,593.95
Franklin County RV Facility	206-211	\$2,438.20
Courthouse Renovation Fund	364	\$6,323.69
Current Expense	48208-48209	\$267.99

In the amount of 71,623.83. The motion was seconded by
And passed by a vote of 20 to



Accounting
545-3505

Elections
545-3538


Recording
545-3536

Licensing
545-3533

VOUCHER APPROVAL

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 \$10,313.52 ON THIS 19TH DAY OF DECEMBER 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00


 Board Member


 Board Member

ABSENT

Board Member

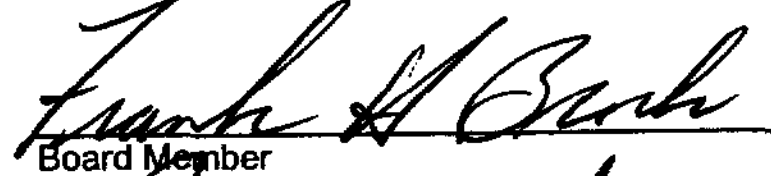
Voucher #	Claimant	Purpose	Amount
	ADVANCE OFFICE SYSTEMS	lease payment AFICIO AF-1045	687.71
	AMERIGAS	propane	28.58
	BIG BEND ELECTRIC COOP	monthly service	16.02
	BRUTZMAN'S	binders/correction tape/pens/index cards	274.90
	CASCADE NATURAL GAS	monthly service	386.17
	CENTRAL HOSE & FITTINGS	pvc suction hose	138.62
	CINGULAR WIRELESS	phones	116.94
	CITY OF PASCO	monthly service	91.75
	CONNELL GRANGE SUPPLY, INC.	batteries D/ lantern	41.71
	DEPT. OF GENERAL ADMIN.	state purchasing subscription	500.00
	FRANKLIN CO PUD	monthly service	666.21
	FRANKLIN CO INFO SERVICES	scan charges/work orders for Nov 05	496.60
	AMERICA WEST ENVIRONMENTAL	30.47 tons of GeoMelt C	4384.24
	A.R.T.B.A.	2006 membership dues	150.00
	DENNIS HUSTON	reimburse for milage/meals/parking	269.70
	PHOENIX INN	lodging	194.30
	ORKIN EXTERMINATING	bi-monthly service	63.85
	RANCH & HOME	steel toolbox/lock	254.14
	CITY OF CONNELL	monthly service	106.71
	TRI-CITY PAINTS TRUE VALUE	bolts/screws/nuts/broom	9.84
	U.S. LINEN	service	186.20
	UTILITIES UNDERGROUND LOCATE	notifications	63.25
	WSU	recertifications for pesticide license	80.00
	4M JANITORIAL SUPPLY	monthly service	1106.08

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 \$35,075.37 ON THIS 19TH DAY OF DECEMBER 2005.

2005 YEAR VOUCHERS

MV&PW EQUIPMENT FUND
500 000 001
548.60


 Board Member


 Board Member

ABSENT


Board Member

Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Parts	36.01
	Basin Disposal, Inc.	Monthly service to shop	151.31
	Ben-Ko-Matic	Compression rubs	170.89
	Chevron USA	Gasoline	34.45
	Cascade Natural Gas	Monthly service to shop	677.80
	City of Pasco	Monthly service to shop	44.86
	Columbia Rigging Corp.	Hand swaged eyes placed on cable	21.66
	Connell Oil, Inc.	Diesel & gasoline	11,890.30
	Critzer Equipment	Edges	9,874.79
	Direct Automotive	Oxygen sensor	67.61
	D&R Auto Parts	Water pump	156.25
	Franklin PUD	Monthly service to shop	1,030.02
	Frontier Fence, Inc.	Industrial double-wheel assembly	32.99
	Husk Office Furniture	Office file labels	43.36
	Industrial Sharp	Chipper blades	39.85
	Mount's Lock & Key	Keys	36.06
	Pasco Ford New Holland	Parts	1,449.82
	NAPA Auto Parts	Parts	1,580.70
	Norco, Inc.	Flat black enamel, acetylene, oxygen & cd	253.83
	Novus Windshields	Windshield repair	99.64
	Six States Distributors	LED 4" amber lights	65.17
	Tifco Industries	Grease gun accessory, drill kit, & misc.	303.06
	Transport Equipment	Rocker switches & filters	1,401.47
	Trimble Financial Services	Lease payment #33 on Trimble 5605 Robotic	863.39
	Tri-City Battery	Battery	161.26
	Western States Equipment	Seals & gasket	36.54
	Wondrack Distributing	Diesel & gasoline	4,277.34
	W.W. Grainger, Inc.	Ballast, starter motor & thermal unit	274.94

VOUCHER APPROVAL

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 \$553.56 ON THIS 19TH DAY OF DECEMBER 2005.

SOLID WASTE FUND
152 001 001
539 10


Board Member


Board Member

ABSENT
Board Member

Voucher #	Claimant	Purpose	Amount
	BDI TRANSFER	dump coupons	186.88
	NORTHWEST CONTAINER RENTALS	recycle box rentals	366.68

VOUCHER APPROVAL

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 \$409.17 ON THIS 19TH DAY OF DECEMBER 2005.

Probation Work Crew
152 002 001
523 30


Board Member


Board Member

ABSENT

Board Member

Voucher #	Claimant	Purpose	Amount
	BDI TRANSFER	littercrew disposal costs	402.51
	CINGULAR WIRELESS	monthly service	6.66

FRANKLIN COUNTY RESOLUTION NO. 2005 545

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER NUMBER 13 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE

WHEREAS, the Franklin County Board of Commissioners approved Franklin County Resolution Number 2004-320 on July 7, 2004 for the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse in the amount of \$9,029,900; and

WHEREAS, the Board approved Franklin County Resolution Number 2004-321 on July 7, 2004 for Change Order #1 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) deducting seven items from the original contract totaling \$218,313.27 for a new total of \$8,811,586.73; and

WHEREAS, the Board approved Resolution Number 2004-458 on October 11, 2004 for Change Order #2 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$100,828.38 (deducting two items from the original contract in the amount of \$15,432.75 and adding four items in the amount of \$116,261.13) for a new total of \$8,912,415.11; and

WHEREAS, the Board approved Resolution Number 2004-604 on December 20, 2004 for Change Order #3 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) adding one item in the amount of \$23,779.43 for a new total of \$8,936,194.54; and

WHEREAS, the Board approved Resolution Number 2005-067 on January 31, 2005 for Change Order #4 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$65,418.62 for a new total \$9,001,613.16; and

WHEREAS, the Board approved Resolution Number 2005-101 on February 28, 2005 for Change Order #5 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a credit amount of \$16,374.96 for a new total \$8,985,238.2; and

WHEREAS, the Board approved Resolution Number 2005-144 on April 4, 2005 for Change Order #6 in the amount of \$87,837.80 and Change Order #7 in the amount of \$9,364.70 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for change orders totaling \$97,202.50 for a new contract total of \$9,082,440.70; and

2005 545

FRANKLIN COUNTY RESOLUTION NO. _____

Page 2

WHEREAS, the Board approved Resolution Number 2005-226 on June 1, 2005 for Change Orders #8 in the amount of \$26,115.46 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,108,556.16; and

WHEREAS, the Board approved Resolution Number 2005-335 on August 15, 2005 for Change Order #9 (Revised) in the amount of \$245,038.50 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,353,594.66; and

WHEREAS, the Board approved Resolution Number 2005-370 on September 7, 2005 for Change Order #10 in the amount of \$32,701.19 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,386,295.85; and

WHEREAS, the Board approved Resolution Number 2005-442 on October 19, 2005 for Change Order #11 in the amount of \$113,798.39 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,500,094.24; and

WHEREAS, the Board approved Resolution Number 2005-463 on October 31, 2005 for Change Order #12 in the amount of \$9,059.30 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract of \$9,509,153.54; and

WHEREAS, CKJT Architects provided Change Order #13 dated December 8, 2005, to the County Administrator to present to the Board of Commissioners for approval; and

WHEREAS, the Change Order Number 13 addresses fifteen items totaling \$66,611.00 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 13, amending the contract total to \$9,575,764.54; and

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

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

2005 545

FRANKLIN COUNTY RESOLUTION NO. _____

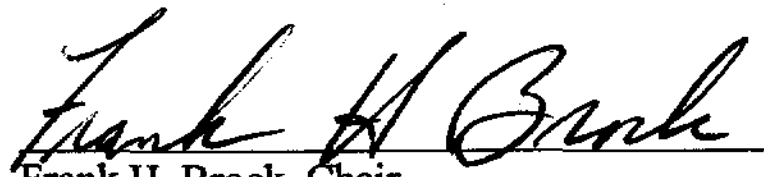
Page 3


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Change Order Number 13 to the original Agreement between Franklin County and Lydig Construction.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement Change Order on behalf of the Board.

APPROVED this 19 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

Originals: Auditor - CKJT - Lydig Construction

ABSENT

Robert E. Koch, Member

cc: Minutes - County Administrator



AIA Document G701™ - 2001

DEC 16 2005

RECEIVED

DEC 12 2005



Change Order

PROJECT (Name and address):

Franklin County Courthouse Historic
Restoration & Improvements
1016 North Fourth Avenue
Pasco, Washington 99301

CHANGE ORDER NUMBER: 013**DATE:** December 08, 2005**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**FIELD:** ☐**OTHER:** ☐**TO CONTRACTOR (Name and address):**

Lydig Construction Inc.
11001 East Montgomery Dr.
Spokane, Washington 99206

ARCHITECT'S PROJECT NUMBER: 0302**CONTRACT DATE:** July 07, 2004**CONTRACT FOR:** General Construction**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See attached.

The original Contract Sum was

\$ 9,029,900.00

The net change by previously authorized Change Orders

\$ 479,253.54

The Contract Sum prior to this Change Order was

\$ 9,509,153.54

The Contract Sum will be increased by this Change Order in the amount of

\$ 66,611.00

The new Contract Sum including this Change Order will be

\$ 9,575,764.54

The Contract Time will be increased by Thirty One (31) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 06, 2006

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**CKJT Architects****ARCHITECT (Firm name)**

128 Vista Way
Kennewick, Washington 99336

ADDRESS**BY (Signature)**

Terrance D. Casey

(Typed name)

12.08.05

DATE**Lydig Construction Inc.****CONTRACTOR (Firm name)**

11001 East Montgomery Dr.
Spokane, Washington 99206

ADDRESS**BY (Signature)**

Sean Glaesemann

(Typed name)

12/13/05

DATE**Franklin County****OWNER (Firm name)**

1016 N. Fourth Ave.
Pasco, Washington 99301

ADDRESS**BY (Signature)**

Frank H. Brock

(Typed name)

12/19/2005

DATE

CKJT ARCHITECTS
DECEMBER 8, 2005

Franklin County Courthouse Change Order No. 13

Item No. 1

Per the Owner's request, CKJT Architect's direction on sign Shop Drawing and Lydig Construction, Inc.'s PCO-109; provide 16 gauge bronze signage at basement.

Add \$ 1,654.00

Item No. 2

Per the Owner's request, CKJT Architect's Clarification Drawing #32 and Lydig Construction, Inc.'s PCO-110R; revise the Commissioner's desk at Room 121.

Add \$ 674.00

Item No. 3

Per the Design Team's response to RFI-224R and Lydig Construction, Inc.'s PCO-111; remove lead based paint at the concrete floor of Rooms 40, 41 and 42.

Add \$ 2,265.00

Item No. 4

Per the Owner's request and Lydig Construction Inc's PCO-112; provide and install steel grill and north exterior brick infill.

Add \$ 14,730.00

Item No. 5

Per the uncovered condition, the Design Team's response to RFI-233 and Lydig Construction, Inc.'s PCO-113; support the wood soffit above jury at Room 233.

Add \$ 2,858.00

Item No. 6

The uncovered condition and Lydig Construction, Inc's PCO-116B; level several areas of the second floor.

Add \$ 5,736.00

Item No. 7

Per the Owner's request and Lydig Construction, Inc.'s PCO-117; delete pocket door approved in Change Order #11 (reference PCO-99B).

Deduct \$ (2,660.00)

Item No. 8

Per the Owner's request and Lydig Construction, Inc.'s PCO-118; provide additional specialty painting a Room 115.

Add \$ 3,044.00

Item No. 9

Per the Owner's direction and Lydig Construction, Inc.'s PCO-120; fill gaps at tops of scagliola columns.

Add \$ 4,704.00

Item No. 10

Per the uncovered condition, the Design Team's directive and Lydig Construction, Inc.'s PCO-122; repair damaged plaster ornament.

Add \$ 676.00

Item No. 11

Per the Design Team's directive and Lydig Construction, Inc.'s PCO 123, rematch and reorder custom white tile.

Add \$ 15,357.00

Item No. 12

Per the Design Team's response to RFI-238 and Lydig Construction, Inc.'s PCO-125R; remove historic tile for install of new handrail standard at Room 115.

Add \$ 617.00

CKJT ARCHITECTS
DECEMBER 8, 2005

Item No. 13

Per the Owner's request and Lydig Construction, Inc's PCO-126; provide extensions and modifications to the window shades.

Add \$ 3,879.00

Item No. 14

Per the request by the City Building Inspector and Lydig Construction, Inc.'s PCO-127; provide bronze exit signage at Rooms 103 and 115.

Add \$ 1,741.00

Item No. 15

Per the meeting between Design Team, Owner and Lydig Construction, Inc. of December 8, 2005 and Per Lydig Construction, Inc's PCO-128; extend the Substantial Completion date twenty-one (21) working days.

Add \$ 6,231.00

Subtotal	=	\$ <u>61,506.00</u>
Tax	=	\$ <u>5,105.00</u>
Total Change	=	\$ <u>66,611.00</u>

-End-