

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 8/01/2023	PREPARED BY: Shirley Jones
Meeting Date Requested: 8/08/202	PRESENTED BY: Mike Gonzalez
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Approval of an Addendum to the Tri-City Amateur Hockey Association (TCAHA) Lease Agreement for a One Month Extension through August 31, 2023	
FISCAL IMPACT: Continued monthly payment for August of \$6,500	
BACKGROUND: TCAHA's current contract extension will end July 31, 2023. An agreement has not been reached regarding the monthly lease amount and due to the RFP process, we are requesting a month extension through August 31, 2023.	
RECOMMENDATION: Approve the resolution and proposed Addendum	
COORDINATION: Mike Gonzalez, Administrator Jeff Briggs, Prosecutor's Office SVM Management	
ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/Addendum	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Administration Office, Shirley Jones Jeff Briggs, Prosecutor's Office SVM Management	

I certify the above information is accurate and complete.

Mike Gonzalez, Administrator

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

***APPROVAL OF AN ADDENDUM OF THE TRI-CITY AMATEUR
HOCKEY ASSOCIATION (TCAHA) LEASE AGREEMENT TO EXTEND
THE LEASE THROUGH AUGUST 31, 2023***

WHEREAS, the SVM Management for the HAPO Center and the County Administrator desire to extend the TCAHA lease through August 31, 2023; 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 authorize the Addendum as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners hereby approves the Addendum to the TCAHA Lease Agreement with the HAPO Center to extend the lease through August 31, 2023.

BE IT FURTHER RESOLVED, the Board of Commissioners authorize the County Administrator to sign the Addendum on their behalf.

APPROVED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

HAPO CENTER™

6600 Burden Blvd.
Pasco, WA 99301

ADDENDUM

The following is agreed upon by and between the parties and is incorporated in the lease agreement:

Organization: Tri City Amateur Hockey Association (TCAHA)

Event Name: Summer Ice extension

Event Date: 8/01/2023 – 8/31/2023

Date prepared: 7/20/2023

Contract number:

Addendum number: 2

Add: This addendum (#2) extends Tri-City Amateur Hockey Association (TCAHA) addendum #1 from August 1, 2023 to August 31, 2023. All previous terms of conditions from addendum #1 are to be applied to addendum #2 from August 1, 2023 – August 31, 2023.

Total cost added: \$ 6500.00

NOTE: Access for vendor load in allowed at designated entrances only. **No load-in or load-out through FRONT doors. NO PARKING in fire lane. Vehicles will be towed.**

The HAPO Center:

Mike Gonzalez, County Administrator

Date

Lessee:



Matt McDaniel, President

7/30/2023

Date

HAPO CENTER.

6600 Burden Blvd

Pasco, WA 99301

Lease Agreement: (Put ABC Event ID here)

HAPO Center (LESSOR) and LESSEE listed below, enter into this LEASE AGREEMENT,
8-1-2022

Organization: Tri Cities Amateur Hockey Association or TCAHA

Event Name: TCAHA Hockey Season

Address: PO Box 7139

City: Kennewick

State: WA

Zip: 99336

Phone:

LEASED SPACE AND USE DATE(S)

For use of the above listed premises, the LESSEE shall pay to the HAPO Center the amounts listed below on or before the due dates. In no case shall permission be given to occupy the premises by the LESSEE, their agent, or guests until all required payments are made.

DATE	TIME	FUNCTION	ROOM	ATTENDANCE	SET UP/ REFRESH FEES	RENTAL FEE
8-18-22 - 4-30-23	N/A	TCAHA HOCKEY	PAVALION	N/A	N/A	\$80,000

Please return signed lease agreement by 8-1-2022. Date will be held tentatively until the signed contract and deposit is received. In the event the contract and deposit is not received within the time frame allowed, all space being tentatively held will be released.

1. TCAHA will be responsible for making ice at start of season and maintaining building and all applicable equipment related to ice rink, ice making and ice maintenance equipment. TCAHA will be responsible for the Zamboni and any maintenance required to be performed on the Zamboni. Zamboni is to be operated by TCAHA staff. TCAHA will provide Zamboni drivers and all applicable insurance for Zamboni drivers for entire season to include tournaments, practices and jamborees. TCAHA will be responsible at their expense for all Zamboni maintenance.
 2. A walk through of the building will be completed prior to the start of the season with HAPO Center staff and TCAHA staff to ensure all areas of the building are ready for the hockey season to begin.
 3. If a glycol line is broken due to ice being cut too thin, TCAHA will be responsible for the repair and will result in loss of use of ice until lines can be repaired.
 4. TCAHA will provide janitorial services throughout the season. HAPO Center staff will perform random walk through of the building. If at any time excessive damage or abuse is found to facility or equipment, TCAHA will be required to pay for cleanup services. This will include, but is not limited to, graffiti on the floors or walls, broken bathroom stall doors, feces spread on bathroom floors or walls, and broken doors or door handles. If found, pictures of the damage will be provided along with the invoice for repair and or cleaning services.
 5. During practices, games, or tournaments, the bathrooms will be for TCAHA use only. Signs will be placed on exterior and interior of building notifying RV park guests that the bathrooms are closed. HAPO Center will ensure that each RV park guest is given written notification of the hours that the inside bathrooms will be off limits to anyone not affiliated with TCAHA.
 6. TCAHA retains rights to sell advertisement to sponsors. TCAHA is responsible for hanging and removing all banners.
 7. TCAHA may sublet ice to compatible programs. TCAHA will provide the identification of programs subletting to HAPO Center in writing.
 8. Any fundraising that includes alcohol will require the permission of the HAPO Center General Manager. TCAHA must comply and obtain all applicable permits and will be required to have security onsite at TCAHA expense. Security must be scheduled through HAPO Center sales staff.
 9. TCAHA will be responsible to replace any rink glass that is broken during the season, to include cost of new glass and all associated labor required to replace glass.
 10. TCAHA staff will have access to the Zamboni room. The walled off area to the north of the Zamboni room is for HAPO Center staff only.
 11. Both parties recognize the aged condition of the ice plant and the difficulty and cost in repairing or replacing ice making equipment. In the event the ice plant breaks down and is unusable to produce ice, this contract is voidable by either party. TCAHA agrees that by leasing the building TCAHA is responsible for the cost of replacing, or repairing the ice plant. The HAPO Center, Franklin County and City of Pasco are not responsible for replacing or repairing any ice making equipment to include ice plant, dehumidifier, Zamboni or any other associated ice making equipment.
 12. Franklin County and the HAPO Center reserves the right to cancel/postpone events during adverse weather conditions or if public safety is at risk. Postponed events may be rescheduled to a mutually agreeable date within the current calendar year. Lessee is responsible for any third party services/equipment already setup/scheduled or monies paid for the event.
 13. GUESTS' RESPONSIBILITIES: TCAHA agrees to begin the function at its scheduled time and to have guests and invitees vacate the function space at the closing hour designated. TCAHA agrees to assume full responsibility for the conduct of all its guests, whether representatives, agents, members, relatives of members, or public, including damages to HAPO Center property as a result of misuse. Guests are permitted access ONLY to areas secured by this rental agreement. TCAHA is responsible for restricting
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guests from access to other areas of the HAPO Center. Failure to do so may result in additional rental fees. Any guests accessing other areas of the HAPO Center will be removed from premises.

14. **FOOD AND BEVERAGE SERVICES TO BE PROVIDED BY HAPO CENTER CATERING:** Catering, beverages, and concessions are controlled exclusively by the HAPO Center. No outside food or beverage shall be brought into the HAPO Center without written express consent from the HAPO Center. Arrangements for catering must be coordinated through the HAPO Center's Event Manager. Free samples of food or beverage may be given away or otherwise distributed upon request and only with prior written consent of the HAPO Center. Sample size should be no larger than one (1) ounce for solids and two (2) ounces for liquid. All Health Department requirements must be met.
15. **PARKING:** Overnight parking is prohibited without prior written consent from the HAPO Center Management. The distribution of literature or materials by TCAHA or TCAHA guests in the parking area is prohibited. Clean up of unauthorized literature or materials may be charged back to TCAHA.
16. **CONTROL OF BUILDING:** In leasing said premises to TCAHA, the HAPO Center does not relinquish the right to control management thereof, and retains the right to enforce all the necessary and proper rules for the management and operation of the HAPO Center; and that Franklin County, their agents, the HAPO Center employees, and the HAPO Center Manager may enter the leased premises, at any time and on any occasion. TCAHA, its representatives, agents, and members hereby waive any right and all claims for damages against the HAPO Center for wrongful entry and control of leased premises.
17. **WEAPONS:** TCAHA, its representatives, agents, or members without the written consent of the HAPO Center Manager, shall permit no firearms or other weaponry on the premises.
18. **PYROTECHNICS (Fireworks):** The HAPO Center strictly enforces the Franklin County Ordinance and City of Pasco fire code, which bans all pyrotechnic activity on city property.
19. **VEHICLES:** No vehicle may be brought into the HAPO Center facility other than TCAHA or HAPO Center Zamboni unless approved in writing by the Operations Manager and Sales Manager. Any additional cleaning, repairs, or damages to the property of the HAPO Center, as a result of the TCAHA, its representatives, agents', or members' vehicle activities will be charged to the TCAHA. Payments for damages to occur within ten (10) business days of the date damage is reported to TCAHA by HAPO Center personnel.
20. Without the written consent of the HAPO Center, TCAHA, its representatives, agents or members shall not operate any engine or motor machines (except Zamboni) on the premises or use oil, burning fluids, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent for illuminating the premises.
21. **PROPERTY DAMAGE:** Any damages to the property of the HAPO Center that occurs as a result of the TCAHA, its representatives', agents' or members' activities will be charged to TCAHA. A fee of \$1,000.00 may be added to your estimated invoice to offset any damages to the HAPO Center. Payments for damages to be paid within ten (10) business days of the date the damage occurred.
22. **DEFACEMENT OF BUILDING:** TCAHA, its representatives, agents, or members shall not drive any nails, hooks, tacks, screws, or tape in any part of the building nor shall TCAHA, its representative, agents, or members make or allow any alteration of any kind therein, except as allowed under section 6. If any portion of said building or grounds, is damaged by the act, default, or negligence of TCAHA, its representatives, agents or members, TCAHA will pay the HAPO Center upon demand such sum as shall be necessary to restore said premises to their original condition. TCAHA hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises or to any portion of said premises and grounds by consent of TCAHA or by or with the consent of TCAHA its representatives, agents, or members or any person acting for or on behalf of said TCAHA. TCAHA agrees to have on hand at all times sufficient security to maintain order and protect persons and property.
23. **PERMITS, LICENSES, AND TAX:** TCAHA shall be responsible for filing of federal, state, and local tax returns and payment of all sales, admissions, excise, or other taxes due in connection with such admission. TCAHA shall obtain at its own expense all licenses and permits required by law. TCAHA is responsible for

all BMI, ASCAP, and other copyright fees. TCAHA is responsible for providing the HAPO Center with a copy of any licenses required.

24. **LAW OBSERVANCE:** TCAHA, its representatives, agents, members, or guests will comply with all laws of the United States, the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for all necessary permits, taxes, and licenses; and will not violate any laws, ordinances, rules, or orders. If violation is on the part of TCAHA, its representatives, agents, members, or guests, TCAHA will immediately correct such violation.
25. **DISCRETIONARY MATTERS:** Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the HAPO Center Manager.
26. **INSURANCE:** The HAPO Center requires a \$1,000,000 minimum general liability and the completion of Standard Acord Form CG 20-11. The HAPO Center, Franklin County, and the City of Pasco shall be listed as additional insured. \$1,000,000 in Participant Legal Liability Insurance is required for all high-risk events and any other event at the HAPO Center's discretion. Such insurance afforded to contract and Owner as additional insured under sub-contractor's policies shall be PRIMARY INSURANCE and not excess over, or contributing with, any insurance purchased or maintained by the Contract or Owner. "Proof of Insurance" is required sixty (60) days prior to the beginning of the lease and shall be provided by insurance companies authorized to do business in the State of Washington. All insurance forms will be submitted to the HAPO Center. HAPO Center will submit all forms to the Franklin County Legal department for approval.

Proof of Insurance MUST CONTAIN all of the following:

- ✓ **ENDORSEMENT FOR ADDITIONAL INSURED (such as Acord Form CG 20-11), MUST contain the following:**
 - ✦ HAPO Center, Franklin County, and the City of Pasco as additional insured
 - ✦ Reference the policy number from the Certificate of Insurance (COI)
- ✓ **ENDORSEMENT FOR PRIMARY AND NON-CONTRIBUTORY insurance for ALL additional insured**
- ✓ **Certificate of Insurance (COI):**
 - ✦ Have the proper event dates listed
 - ✦ Reference the policy number
 - ✦ List entities on the endorsement (HAPO Center, Franklin County, and the City of Pasco)
 - ✦ Cancellation notice to Additional Named Insured
 - ✦ Contain language that the insurance is primary and non-contributory
 - ✦ Be valid for when claims OCCUR
 - ✦ Show at least the minimum required insurance coverages

INSURANCE IS DUE SIXTY (60) DAYS PRIOR TO EVENT –If the insurance is not received sixty (60) days in advance of the beginning of your lease, there will be a \$500.00 legal processing fee assessed.

Required: 

Initials: 

TCAHA is responsible for notifying the HAPO Center of any subcontractors not covered under liability insurance. TCAHA must provide documentation for any subcontractor or anyone not covered under TCAHA's liability policy. Initials Required: 

Failure to provide adequate insurance as outlined in this contract and/or obtain any necessary permits may result in cancellation of the lease. TCAHA will be responsible for paying all costs for associated with preparing for this lease if lease is cancelled due to lack of insurance coverage.

27. **HOLD HARMLESS/INDEMNIFICATION:** TCAHA shall indemnify, hold harmless, and defend or pay the costs of defending the HAPO Center, Franklin County, the City of Pasco, their agents, employees, and assigns against and from any and all penalties, claims, damages, actions, suits, liability, loss, expenses,

costs, and judgments of any nature whatsoever incurred as a result of TCAHA's intentional or negligent acts or omissions or violation of any federal, state, or local law, ordinance, or statute arising from the operation of this Lease Agreement, or TCAHA's failure in any respect to comply with requirement of this Agreement.

28. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** The HAPO Center warrants and represents that as a place of public accommodation, it is in compliance with the Americans with Disabilities Act and all federal, state, and local fire safety and health code laws and ordinances that are in force at the time of the event/function.
29. **COPYRIGHTED MATERIAL:** LESSEE warrants that all copyrighted material to be performed and/or used in conjunction with the event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the HAPO Center harmless from any claims, losses, or expenses incurred with regard thereto.
30. **DEFAULT OR BREACH BY TCAHA:** TCAHA shall be obligated for payment of the agreed upon lease. In the event of default in the payment of rent or the breach of terms of this agreement by TCAHA, the lease shall be canceled. The HAPO Center management may re-enter the premises, remove all persons, and take whatever legal action necessary to obtain possession of the premises. Any deposits shall be retained by the HAPO Center and shall be considered partial payment of any damages. If legal action is instituted to enforce compliance with the terms of this agreement, the HAPO Center shall be entitled to any statutory costs and reasonable attorney fees. Venue shall be in Franklin County, Washington.


Authorized Agent for LESSEE Tri Cities Amateur Hockey Association (TCAHA), have read and fully understand the Lease Agreement.

Print Name: **MATT MCDANIEL**

Title: **PRESIDENT**

LESSEE agrees to abide by the terms and conditions set forth in this Lease Agreement and assume the responsibility for complying and enforcing the provisions of the HAPO Center Policy Statement.


LESSEE Signature

8/16/2022
Date


Keith Johnson, General Manager Signature (LESSOR)

8/16/22
Date

****DO NOT ADVERTISE YOUR EVENT UNTIL THIS CONTRACT HAS BEEN SIGNED BY BOTH PARTIES****

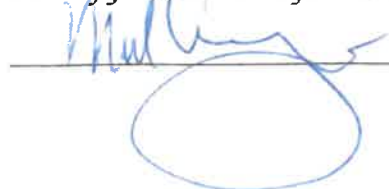
THE HAPO CENTER IS NOT RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH ADVERTISING OR PROMOTIONS FOR YOUR EVENT.

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 7/19/2023	PREPARED BY: Shirley Jones
Meeting Date Requested: 7/25/2023	PRESENTED BY: Mike Gonzalez
ITEM: (Select One) <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board Time needed: 10 minutes	
SUBJECT: Approval of an Award of the American Rescue Plan Act (ARPA) for \$493,493.80 to the Franklin County Fire District No. 1	
FISCAL IMPACT: There is no impact to the Current Expense fund. The funds would be awarded from the Special Revenue Fund (Fund 119).	
BACKGROUND: <ul style="list-style-type: none">• The American Rescue Plan Act of 2021 ("ARPA") (H.R. 1319) is a \$1.9 trillion economic stimulus package passed by Congress and signed by President Joseph Biden on March 11, 2021, in response to the COVID-19 pandemic and associated economic challenges.• On October 5, 2021, a public hearing was held and the Board of Commissioners passed and adopted Resolution 2021-216, accepting the funding award from the ARPA State and Local Aid program in the amount of \$18,495,757.• Fire District No. 1 wishes to purchase fire truck to ensure aid in responding to any future negative public health crises. There is a demonstrated need for this equipment as Franklin County Fire District No. 1 currently covers 500 square miles which includes wet and dry land farms, wildlife land, a park and reservoir, agricultural processing plants and two towns. Their area oversees more than 30 miles of railroad and 3 main highways. The district has vehicles throughout the district ranging in age from 1986 to 2014, most over 10 years old.• The additional vehicle will ensure the Fire District can prevent, mitigate, and treat COVID-19, as well as provide emergency response care and services.	
RECOMMENDATION: Approval of the resolution and award contract.	
COORDINATION: County Administrator, Mike Gonzalez Jeff Briggs, Civil Deputy Prosecuting Attorney Shirley Jones, Project Analyst Eric Mauseth, Fire District No. 1	
ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/Award Contract	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Shirley Jones, County Administration Eric Mauseth, Fire District No. 1	

I certify the above information is accurate and complete.



Mike Gonzalez, Administrator

HAPO CENTER

6600 Burden Blvd
Pasco, WA 99301
www.traconline.com

ADDENDUM

The following is agreed upon by and between the parties and is incorporated in the lease agreement:

Organization: Tri City Amateur Hockey Association (TCAHA)

Event Name: Summer Ice

Event Date: April 2023 – July 2023

Date prepared: 7-10-2022

Addendum number:

1. **Add:** Tri City Amateur Hockey Association (TCAHA) will keep the ice in the Hapo Center pavilion April 2023 – July 2023. Heat will not be ran in the building during the summer skating season. TCAHA will be responsible for all costs associated for making/maintaining ice during the 2023 summer season as well as maintaining the building and maintaining all applicable equipment related to ice rink, ice making and ice maintenance equipment TCAHA will provide Zamboni's and qualified personnel to operate and service all equipment throughout the contract period. TCAHA will provide insurance and coverages consistent with industry standards for all employees and equipment. TCAHA will be responsible at their expense for all Zamboni maintenance.
2. TCAHA will provide janitorial services and perform any minor repairs to facility for hardware or items that are not directly connected to water, sewer, gas, or electrical needed throughout the season. TCAHA will provide janitorial services as well as purchases all needed paper products such as toilet paper, hand towels, trash bags, cleaning products etc

Total cost added: \$6500 per month during the 2023 Summer months April – July 2023

HAPO:

by: 

General Manager

Date

8/16/22

Lessee:

by: 

Date

8/16/2022