

Vocal Trash Rider

"Purchaser" agrees to provide for the following provisions, which are in addition to those agreements in the engagement agreement between **"Purchaser and Artists."** This rider, when signed by **"Purchaser and Artists,"** becomes part of the engagement agreement.

1. "Purchaser" agrees to provide an 8' x 8' Drum Riser.
2. "Purchaser" agrees to provide two (2) stage hands at the time of load in and load out to assist "Artists."
3. "Purchaser" agrees that performance area will be made available to "Artists" and its crew no later than one (1) hour before the advertised and scheduled time of "Artists" performance. In addition, "Artists" will be allowed to complete their sound check prior to the time the general public is allowed access to the venue.
4. "Purchaser" agrees to provide a dressing room for "Artists" and their crew, equipped with a mirror and electricity.
5. "Purchaser" agrees to provide plenty of bottled water for "Artists" at load in. "Purchaser" also agrees to have plenty of bottled water on stage during "Artists" performances.
6. "Purchaser" agrees to provide one hot meal to "Artists" on July 4, 2005 when available.
7. "Purchaser" agrees to provide four double motel rooms, all non-smoking, the night before the performance(s) (July 3, 2005). *yes*
8. "Purchaser" agrees to provide one 8' table with two chairs for use of "Artists" to sell merchandise and sign autographs after show at no cost to "Artists." "Artists" will retain 100% of all proceeds of merchandise sold.
9. If "Artists" are using their own sound, the crew needs three (3) hours before scheduled performance time for setup and sound check.
10. If this is a fly date for "Artists," backline must be provided by "Purchaser" at no cost to "Artists." See addendum for backline requirements. *yes*
11. "Purchaser" will also provide three (3) separate 30 amp circuits 110 Edison or four (4) separate 20 amp circuits 110 Edison for "Artists" electrical needs.

Please know that these provisions are made for the purpose of the "Artists" and its crew being able to present a professional show for "Purchaser" and its patrons, as well as to eliminate any possible misunderstandings. Please feel free to discuss any item with "Artists" or "Artists Agent," as they are negotiable.

In regards to sound questions, please contact the following:
Bruce Brock (817) 538-2852, Road Manager.

Vocal Trash will provide four (4) wireless in-ear monitors as well as four (4) wireless headset microphones and receivers. *yes*

Vocal Trash Trash Can and Backline Addendum

Vocal Trash will need the following:

1. Two (2) 33-gallon galvanized trash cans with lids.
2. Two (2) 20-gallon galvanized trash cans with lids.
3. One (1) 33-gallon plastic trash can for use as Bass Drum.
4. Two (2) 55-gallon plastic trash cans for use as Bass Drums.

Vocal Trash Backline for Flying Dates

1. One (1) five-piece drum kit with cymbals, hi hat, all hardware and drum throne.
2. ~~Two (2) electric/acoustic guitars with straps and stands.~~ *will bring over*
3. ~~One (1) electric guitar (Strat) with strap and stand.~~ *will bring over*
4. One (1) microphone and stand for use as a Saxophone solo microphone.
5. Six (6) DI's for 1/4" inputs.
6. Sixteen (16) XLR cables for inputs.
7. One (1) monitor for Drums and two (2) sidefills for stage.

**FRANKLIN COUNTY
RESOLUTION NO. 2005 073**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT BETWEEN CENTRAL WASHINGTON
DISABILITY RESOURCES AND BENTON-FRANKLIN COUNTIES TO PROVIDE
BENEFITS PLANNING SPECIALIST SERVICES, #0404-DD-CWDR-1**

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

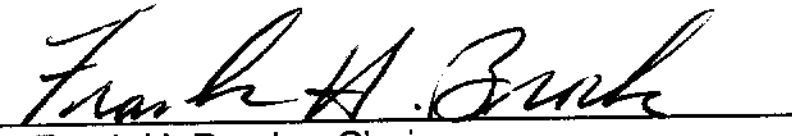
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached agreement between Benton-Franklin Counties Department of Human Services and Central Washington Disability Resources is hereby approved by the Board.

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

APPROVED this 7th day of FEB., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Pro Tem Chair


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

AGREEMENT NUMBER: 0405-DD-CWDR-1

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

Contact Name: Dave Hopper, Director
Benton and Franklin Counties
 Department of Human Services
 2624 W. Kennewick Avenue
 Kennewick, WA 99336
 (509) 783-5282

Contact: Von Elison, Executive Director
Central Washington Disability Resources
 422 N. Pine
 Ellensburg, WA 98926
 (509) 962-9620

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

☒ Subrecipient ☐ Vendor

CFDA Numbers of Federal funds (if any):

93.768

THE TERM OF THIS AGREEMENT shall start and end on the following dates, unless terminated sooner as provided herein:

Start Date: **March 1, 2004**

End Date: **March 31, 2005**

FUNDING: Not to exceed \$41,002.50.

THIS AMENDMENT incorporates the provisions attached hereto and those incorporated by reference. All other terms and conditions of the original Agreement, and any subsequent amendments thereto, shall remain in full force and effect.

BY THEIR SIGNATURES BELOW, the parties agree to the terms and conditions contained herein, all additional terms and conditions set out in any attachments to this Agreement, and those terms and conditions referenced and incorporated herein:

For the Contractor:

Director/Administrator

Date

Board of Directors (if applicable)

Date

For Benton County:

For Franklin County:

Benton County Commissioners

Date

Franklin County Commissioners

Date

Attest:

Clerk of the Board

Attest:

Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:

Dept. Of Human Services

Benton County Prosecutor's Office

Franklin County Prosecutor's Office

The Agreement between the Counties and Central Washington Disabilities Resources is hereby amended as follows:

1. The term of the Agreement is extended from the termination date of December 31, 2004 to a new termination date of March 31, 2005.
2. A total of \$9,727.50 is added to the consideration for services provided during the period January 1, 2005 through March 31, 2005. Of the available funding for the period March 1, 2004 through December 31, 2004, \$25,025 is Federal funding, CFDA Number 73.768, and \$6,250.00 is State funding. The additional funding of \$9,727.50 is State funding.

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

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0405-DD-CWDR with Central Washington Disability Resources Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services subcontracts with Central Washington Disability Resources to provide Benefits Planning Specialist services. This is a service which will be subcontracted by the Department of Human Services to provide outreach and training to individuals who are eligible for Social Security Administration.

SUMMARY

Award: Addition of \$9,727.50 with a maximum consideration of \$41,002.50.

Period: January 1, 2005 through March 31, 2005.

Funding Source: Division of Developmental Disabilities.

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Developmental Disabilities. **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 #0405-DD-CWDR with Central Washington Disability Resources for benefits planning specialist services, and to authorize the Chair to sign on behalf of the Board.



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: February 7, 2005
TF-05-011

TO: Board of County Commissioners
Franklin County, Washington

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

SUBJECT: 2005 Sheriff's Vehicle Purchases

Attached please find a tabulation of quotes from the local dealership compared to the State Contract Pricing. The quotes from Russ Dean Ford meet the minimum requirements/options. They are within \$96.50 of the State Contract Price. The local purchases keep the sale and taxes in Franklin County.

Therefore, we recommend that we purchase the following sheriff's vehicles from the local dealer, Russ Dean Ford:

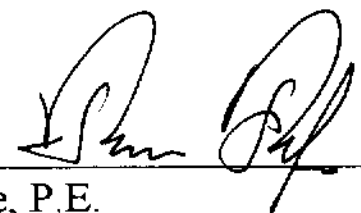
3-Two-tone Crown Victoria Interceptors

\$24,149.50 each

Your review and approval is hereby requested.

Dated this 7 day of February, 2005.

Recommended:



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

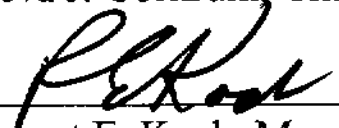
Approved:



Frank H. Brock, Chair

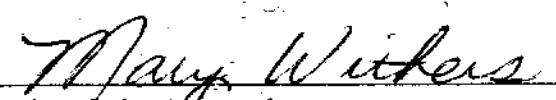
OPPOSED

Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk of the Board

Jan 27 05 08:53a Franklin County Public Works 5095465811 February 7, 2005⁷

Current Contract Information
 Contract No. 09404
 Price Sheet Order Form
 Page 6

COMMODITY CODE	OPTION DESCRIPTION	ORDER QTY	PRICE EACH	PRICE EXTENSION
2315-080-072	Police Prep Package - Visibility Base (Requires 2315-080-070) includes console-mounting platform, rear fixed tray, 6-head with front shut-off strobe power supply, 2 high intensity flashing rear deck LED lights, visibility switch panel w/4-position slide switch and 4 rocker switches, headlamp flasher module, lighting relay center controls up to 8 light bar functions. (Not available w/2315-080-038 seat)(65N)		\$1,642.00	
2315-080-073	Police Prep Package - Visibility Complete (Requires 2315-080-071) also includes 6-head with front shut-off strobe power supply, 2 high intensity flashing rear deck LED lights, visibility switch panel with 4 position slide switch and 4 rocker switches, lighting relay center controls up to 8 light bar functions. (Not available w/2315-080-038 seat) (65W)		\$886.00	
2315-080-074	Comfort/Convenience Group (Includes 2315-080-016 Cruise Control, 2314-080-030 Power Driver's Seat, and 2315-080-047 AM/FM Cassette) (41A)	X	\$677.00	\$
2315-080-075	Dome/Map Light Delete (54M)		\$0.00	
2315-080-076	Special Paint- Two Color with Regular Production Standard Colors, Min Qty One (Indicate Colors and Scheme Number in Comments) (952/953/955)		\$401.00	
			SUBTOTAL	
			+7.9% SST	
			TOTAL	
	PURCHASE ORDER PROCESSING FEE		\$35.00/VEH	
	TITLE APPLICATION, FILING, TRAUMA CARE FEES	X	\$18.50/VEH	
For Other Available Options Call Dealer				

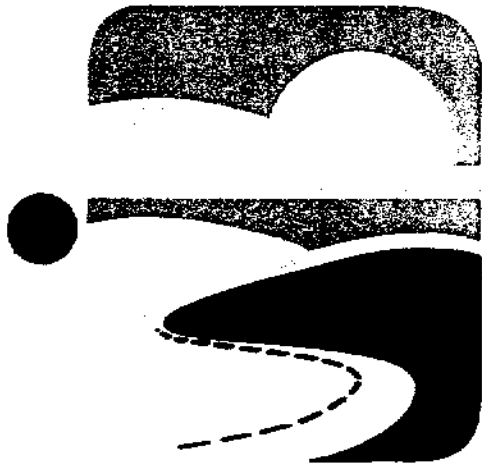
IMPORTANT NOTICE

"Aftermarket police equipment (such as communication gear) must not be mounted in the airbag deployment zone. Vehicles equipped with bench seats may not have sufficient room to mount such equipment. Bucket seats may be required. Call dealer for brochure, part #FPS-8602 for available police equipment mounting zones."

State Admin fee
 State - on Two tone
 State Contract 23949.50 + 103.50 = 24,053.00
 Russ Dean 24149.50 → 24,149.50
 200- 96.50
 Difference
 State on 1 color -
 23287.50
 23487.50
 200- Diff

PRICES ABOVE DO NOT INCLUDE \$18.50 PER VEHICLE TITLE AND TRAUMA CARE FEES OR \$35 PER VEHICLE PURCHASING ADMINISTRATIVE FEE WHICH WILL BE ADDED TO DEALER INVOICE

*DEALER INSTALLED OPTION



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: February 7, 2005
 TF-05-009

TO: Board of County Commissioners
 Franklin County, Washington

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

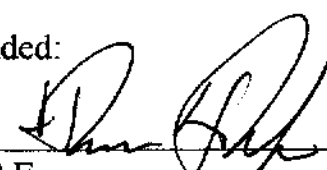
SUBJECT: **Glade North & Selph Landing Intersection (CRP 574)**

Consider this our formal request for your concurrence and authorization to offer "Just Compensation" to the following individual(s):

<u>Parcel No.</u>	<u>Name</u>	<u>Land Conveyed</u>
574-02	William B. & Sharon K. Strebin #124-250-140	\$330.00 (0.03 acres.)
Total		<u>\$330.00</u>

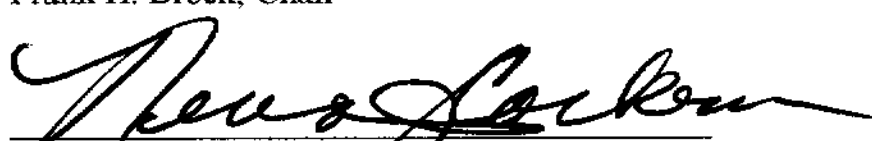
Dated the 7 day of February, 2005.

Recommended:


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

Approved:


 Frank H. Brock, Chair


 Neva J. Corkrum, Chair Pro Tem


 Robert E. Koch, Member

Attest:


 Clerk of the Board

ADMINISTRATIVE OFFER SUMMARY

PROJECT: Glade North & Selph Landing Intersection -- CRP 574

OWNER'S NAME: William B. & Sharon K. Strebin

PROPERTY LOCATION: On the NE corner of the Glade N. Rd & Selph Landing Rd. intersection (124-250-140)

BEFORE AREA: 20 acres AFTER AREA: 19.97 acres

ACQUISITION AREA

FEE: 0.03 acres N/A EASEMENT: N/A
(area) (type) (area)

CURRENT USE: Vacant ZONING: Medium Industrial

HIGHEST AND BEST USE: Agriculturally oriented, light industrial

EFFECTS OF ACQUISITIONS: The acquisition involves a "Partial Taking" of a triangular shaped area along Glade N. Rd. and Selph Landing Rd. The loss of this small area along the two roads has no major detrimental affects on the subject. There will be no damages or special benefits to the remainder.

SALES RELIED ON: Franklin County Comparable Sales Exhibit (attached)
(contained in Data Package for this project dated December 7, 2004.)

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

ACQUISITION COMPENSATION:

FEE

LAND:

0.03 \$10,890.00
(area) (unit value)

\$ 330.00 (rd)

0
(exist. R/W easement) (unit value)

\$ 0

IMPROVEMENTS:

None
(type and size) (unit value)

\$ 0

\$ 0

EASEMENT: None

\$ 0

DAMAGES:

None

\$ 0

TOTAL:

\$ 330.00 (rd)

Sheet 1 of 1 Sheets

Parcel 574-02

Plan Approval Date 1-31-2005 Revision Date _____

Worksheet Date 2-1-2005

Prepared By: Karen Lewis

Date: 2-1-2005

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

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

Approved By: Frank A. Burk Date: 2-7-05

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

Federal Aid # STPH-F114(002)

Parcel # 574-02

VALUATION ANALYSIS

listed as conditional uses, and officials with the Franklin County Planning and Building Department stated they would consider this site for development to a farm chemical dealership. Even though the subject's zoning is more acceptable to heavier industrial uses, there is some overlap, especially for industries that support agricultural production. This is a key factor, due to the location of this sale and the subject.

Land Sale 4 is the sale of a two-acre improved tract for \$85,000. The improvements were allocated a value of \$54,000, resulting in a land price allocation of \$31,000, or 36¢/sf. This property is located at the intersection of Glade North Rd and Eltopia West Rd in the small community of Merrill's Corner, 8.5 miles north of the subject. This community consists mostly of agriculturally related businesses and a store. The buyer is a public hospital district that intends to use the property for ambulance storage. *Sale 4* is physically comparable to the useable portion of the subject site.

All of the sales used in this analysis have similar physical characteristics as the unencumbered, useable part of the subject. *Sale 1* is superior to the subject because of its location and there is city water at the property line. *Sale 2* is very similar to the subject based on zoning, available utilities, and has a slightly superior location. This sale is larger than the subject and all of it is useable. This sale has slightly inferior visibility to the subject. *Sale 3* is about the same distance from the Pasco city limits as the subject. It has slightly inferior terrain and the soils are easily worked. The major difference between *Sale 3* and the subject is the zoning, which was discussed earlier. It was determined that there was a moderate amount of overlap, especially with agricultural support uses. *Sale 4* is an older sale located 8.5 miles north that was purchased by a public entity that owned adjoining land.

LAND VALUE CONCLUSION - UNRESTRICTED

The subject is situated along a well-traveled county road in an area where there are several farm related businesses. It has good access to much of the lower part of the Columbia Basin Project. The limited sales produce a wide range of value rates ranging from 13¢/sf to 36¢/sf, a range of 23¢/sf. The average and median rates developed by the four sales are 26¢/sf and 27¢/sf, respectively. We have concluded a value of 25¢/sf for the useable portion of the subject site.

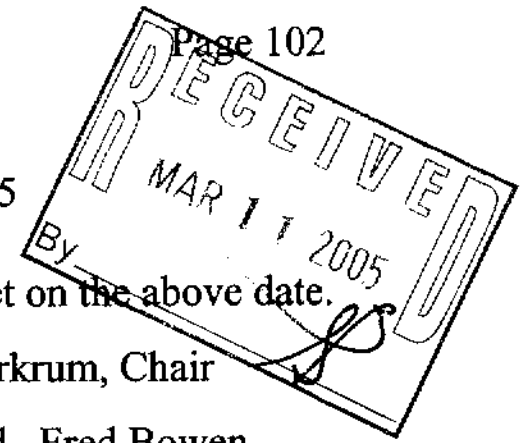
$$.25 \times 43,560 = \$10,890.00 \text{ per acre} \times .03 \text{ acres} = \$330.00 (\text{rd})$$

IMPACT ON VALUE FROM THE EXISTING EASEMENTS

This appraisal assignment has two elements:

1. Estimate the value of the subject site, assuming no restrictive easements.
2. Estimate the value of the subject site "as is", with the five restrictive easements.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005



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

DISPATCH

Dispatch Lieutenant Pat Hogan and Information Services Director Kevin Scott met with the Board. Present in audience: Sharon Paradis.

Tower Update

Lt. Hogan gave the Board an update on the cell tower which will be located at Kahlotus. He has received drawings of the tower. Tetratek company will assist the county in construction. There is contingency money in the 911 budget which will be used in a construction line item so all costs can be taken out of one line item for tracking purposes. It was not in the 2005 budget and will not be until the first printout.

Mr. Brock asked that a resolution be prepared. The resolution will include the authorization to move the money from the contingency line item of the Enhanced 911 budget into a tower construction line item of the Enhanced 911 budget.

Lt. Hogan said Public Works may be the only other agency using the tower. Mr. Scott said the Franklin PUD is working on building part of their broadband network in the Kahlotus area and may be interested in access to the tower. The Kahlotus School District is also considering using the tower. Washington State Emergency Management has also expressed some interest.

Lt. Hogan expects it will go to bid this month for drilling the holes. The geotechnical work has been done. All the design work has been done.

Mrs. Corkrum asked who awards the bids? How have the bids been handled?

Lt. Hogan said we are working with Tetratek to get the best companies. Mrs. Corkrum asked what the project will cost. Mr. Hogan said the tower was paid for by the state (about \$100,000 for the steel). It will cost about \$20,000 for Tetratek's services. The tower is expected to cost about \$190,000 to \$200,000.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

Mrs. Corkrum said I know you have companies that can do the work and you are familiar with them but aren't we bound to go out for bid with that kind of price?

Mr. Scott said we're going to get prices from different fencing companies and get a contract and get prices for the building and then come back.

Mr. Brock and Mrs. Corkrum said you have to have bids on the whole project. Mrs. Corkrum asked them to work through Ryan Verhulp, the county civil deputy prosecutor. Mr. Brock said we have to have bids for sure for anything over \$100,000. Mrs. Corkrum said the companies need to be listed on the Small Works Roster.

Lt. Hogan said we're overbuilding the tower because of the wind load and the Planning Commission's requirement for orange balls.

The Board asked Lt. Hogan to remind them of the financing arrangements. He said the money will come out of contingency funds that we have built up in the 911 fund. A lot of that money has been saved up over the years with salary assistance from the state and Homeland Security is paying for the tower itself. The construction costs are county funds. The Board asked was there any money left in Homeland Security? Lt. Hogan said it was used for repeaters that will go on the tower. The rough estimated total cost counting the tower at \$100,000 is \$300,000. Lt. Hogan said we have sufficient funds to take it all out of the 911 budget. We are working with Public Works to improve the road. That is their responsibility. They will maintain the road to the tower for their monthly fee. The road is probably just over half a mile in length going up the hill. There is a road there now, kind of a jeep trail, put in by U.S. Cellular. Mr. Harder said he will put the fences and gate back up. The road will be graveled heavily so it can support the cement trucks.

Digital Radio

Mr. Koch asked whether the county will need to use digital radio. Lt. Hogan said we don't have to use it because we can still tone out.

Intergraph contract

Mrs. Corkrum asked what is going on with Intergraph and Dispatch in Benton County. Mr. Scott said it is not so much a technical issue or vendor non-performance

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

issue as a personnel issue. We are not having the problems they are having. Out of 58 problems listed, the vendor felt two were legitimate computer bug problems. The rest included problems with training issues and problems with personnel fighting the change.

JUVENILE JUSTICE CENTER (JJC)

JJC Director Sharon Paradis met with the Board.

Department Update

Ms. Paradis gave the Board a list showing some programs at the JJC for which she would like the Board members to talk to legislators about preserving funding (Exhibit 1). The special grant-funded projects scheduled to terminate in 2005 total about \$380,000. Ms. Paradis will also be meeting with state legislators this week. The topics on the list are: Juvenile Drug Court/DOJ Grant, Mental Health specialist in secure detention, Probation/School Liaison Project/Byrne Grant, and Selective Aggressive Probation/JABG Funding.

Ms. Paradis reviewed each program briefly. Regarding the probation/school liaison project, she feels it is one of the most successful projects in the state. It is research-based. The recidivism rate has been greatly reduced through this program. Mrs. Corkrum asked if the school district can pick up this cost. Ms. Paradis said the school district is paying about a quarter- to half-time teacher to assist with the project. The school has limited dollars and feels this is a criminal justice issue. However, discussions are continuing.

The Selective Aggressive Probation program deals with the community's most serious repeat juvenile offenders. It does not have the long-term effect as some of the other programs do. It is a critical program in terms of keeping crime down.

FRANKLIN CONSERVATION DISTRICT (FCD)

FCD Director Mark Nielson met with the Board.

Columbia River Initiative

The Department of Ecology (DOE) will conduct a public hearing tomorrow concerning the Columbia River Initiative. It is a new rule proposed by DOE to manage

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

water withdrawals from the mainstem of the Columbia River. He gave the Board a paper listing parts of the proposed rule and explained what it means (Exhibit 2).

The parts that the Franklin Conservation District is supporting include creation of a process to issue drought permits, converting interruptible water rights into uninterruptible water rights, and creating a process to issue 2003 and premoratorium applications, including the Quad Cities water right which was a 2003 permit.

The Memorandum of Understanding that is proposed between DOE and the U.S. Bureau of Reclamation is an example of how DOE will use mitigation water. Mr. Nielson said we support that except that is not near enough to do what is needed. The 30,000 acre feet would irrigate 10,000 acres. We estimate there are about 200,000 acres being pumped in the Odessa aquifer. It's a nice gesture but not nearly enough.

A proposed resolution has been drafted which is supported by the Columbia-Snake River Irrigators. Mr. Nielson read the recommendations the resolution includes.

Comments are not due until May 12. The entire 30-page rule is available for review. The suggestion is to support the Columbia-Snake River Irrigators and Benton County Commissioners with a resolution.

Motion – Mrs. Corkrum: I move for approval of the resolution. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 3) Resolution 2005-070 was assigned. The Board authorized Mr. Nielson to submit the resolution as written testimony at the hearing.

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 2005-071** appointing Steve DeRuyter to serve as a member on the Smith Canyon Irrigation District Board of Directors, with said term commencing February 1, 2005 through December 31, 2005. (Exhibit 4)
2. Approval to submit letters to Representatives David Buri, Don Cox, Bill Grant, Larry Halder, Shirley Hankins, and Maureen Walsh requesting their opposition to HB 1350, an act relating to public disclosure, as the bill will increase costs for counties unnecessarily. (Exhibit 5)

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

3. Approval of **Resolution 2005-072** for the Personal Services Agreement for Vocal Trash to perform two shows July 4, 2005 at the Grand 'Ole Fourth event, with the cost not to exceed \$7,500.00, plus four (4) double hotel rooms. (Exhibit 6)
(Clerk's Note: Resolution 2005-072 was not used because this document was originally assigned as Resolution 2005-038. Resolution 2005-038 is included as Exhibit 6.)
4. Approval of **Resolution 2005-073** for the amendment to the agreement between Central Washington Disability Resources and Benton-Franklin Counties to provide benefits specialist services, Agreement #0404-DD-CWDR-1 (amending Franklin County Resolution 2004-261), term date March 1, 2004 through March 31, 2005, and to authorize the Chairman to sign said amendment on behalf of the Board. (Exhibit 7)

Second by Mr. Koch. 3:0 vote in favor.

Minutes

Motion – Mr. Koch: I make a motion that we accept the minutes from January 26 and February 2, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

2005 Sheriff's Vehicles

Mr. Fife said his staff re-evaluated what was being provided for sheriff's vehicles in the local dealer Russ Dean bid compared to the State contract price. Russ Dean Ford is within \$96.50 of the State contract price. He asked for Board approval to purchase the sheriff's vehicles from the local dealer.

Motion – Mr. Koch: I do so move that we accept the bids from Russ Dean for the three sheriff's vehicles at \$24,149.50 each. Second by Mrs. Corkrum.

Mr. Fife said these are two-tone, black and white cars. Mrs. Corkrum asked are these replacements for existing vehicles that were taken off the list? Mr. Fife said these are part of the ongoing replacement of sheriff's vehicles. He said the ones that are wrecked will get replaced by these new vehicles because the wrecked vehicles are in the worst condition. Some of the older vehicles are going to be kept longer. There may be more repairs required on older ones in the coming year or two that are being replaced. Mrs. Corkrum said we're still having to pay for the ones that were wrecked. Mr. Fife

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

said yes. These cars will physically replace the wrecked ones. The cost will still be there. Mrs. Corkrum said this was not my intention. Mr. Fife said typically we get rid of the worst cars irregardless of the sheriff's department needs.

Mrs. Corkrum said the whole idea is for each individual officer to have their own vehicle so they will take care of them. Mr. Fife understands the sheriff's office received a grant to replace one of the vehicles.

Mr. Brock said we would normally be doing this at this time, buying replacement vehicles. Mr. Fife said when it comes time to sell vehicles, the Board can get rid of vehicles that are operating first instead of wrecked vehicles.

Mrs. Corkrum said not everyone needs a vehicle to go back and forth to work.

Vote: 2:1 vote in favor. Yeas: Mr. Brock and Mr. Koch. Nay: Mrs. Corkrum.
(Exhibit 8)

Mrs. Corkrum asked Mr. Fife to find out what costs are remaining on the wrecked vehicles.

Letter – Rescind Glade North and Selph Landing intersection

Mr. Fife asked the Board to rescind a letter that was signed on February 2 because it was incorrect.

Motion – Mr. Koch: I move to rescind February 2nd letter and accept the February 7th letter regarding Glade North and Selph Landing Intersection. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 9)

CRP 500 - East Foster Wells Road Extension

Mr. Fife gave an update on CRP 500. Public Works staff have met with Bureau of Reclamation. Map of property that the Bureau owns was reviewed. The Bureau would like the county to put a bridge across the canyon so animals are free to move back and forth. It would be a long span and very expensive, about \$250,000. There are standards available. Minimum width and height were reviewed. Another option is dividing a parking area that is fenced so people have access to this ground. Currently there is no access. The next step is to make a presentation to the Smith Canyon Irrigation District board.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

Peterson Road

Mr. Fife and others will be meeting with Bureau of Land Management officials on February 24. Mr. Brock plans to attend.

RV PARK

TRAC RV Park Manager Rich Turner met with the Board.

Financial Review – December 2004/January 2005 (unaudited)

Mrs. Corkrum thought the Board had not approved the management payment to TRAC for \$36,000. She said it was under discussion because the RV Park was not in operation the full year. Mr. Brock said the amount needs to be adjusted. Mr. Turner said the park opened about the first of April. Mr. Brock asked that the first quarter portion be deducted from the \$36,000.

Mr. Turner asked for clarification who he reports to for RV Park management because he has been told he reports to the TRAC Manager. Mr. Brock said it may not have been specified to the TRAC Manager. Mrs. Corkrum said we've specified that it is separate and apart from TRAC. As far as the money goes, it should be separate.

Mr. Turner told the Board that unaudited January figures are: income \$6624, expenses \$2712, for a net profit of \$3912. The Board asked that the \$36,000 management figure be split per month so another \$3000 expense would be included in the January figure.

Freeway Signage – WSDOT Application

Mr. Turner has received the application from the state Department of Transportation (WSDOT) for the freeway signage. It will be placed on the consent agenda. Dwinnell's will be doing the sign. The cost for three years is \$683.

Stone Crusher for TRAC

The rock picker that was demonstrated at TRAC did not work well enough. Mr. Turner is obtaining information about a stone crushing tiller made by MG Equipment Company. It could not be operated during an event but could be operated prior to an event. There are various models available in widths from 23" to 72". No prices are listed.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

OTHER BUSINESS

Dispatch

Mrs. Corkrum asked if the other Board members were concerned about using Radio Fund line item of \$5000 for replacement chairs instead of using it for radios. Mr. Brock said we have already approved it so if there is a concern, it needs to be checked. Mrs. Corkrum explained that a consortium of entities is involved in Dispatch. They agreed many years ago before Enhanced 911 was in place to earmark \$5000 every year to the radio maintenance fund. She does not think chairs are radio maintenance. She wonders if the other entities would have a problem with that.


Mr. Koch said in his work on a fire district, we get charged for a blanket amount. He doesn't know that he has ever seen a line item but just a total assessment.


Adjourned at 10:27 a.m.

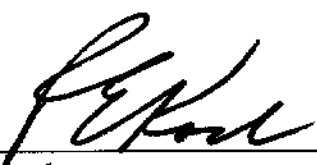
COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 7, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 9, 2005.

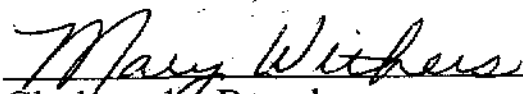
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed February 23, 2005.

**Benton-Franklin Counties Juvenile Justice Center
Special Grant Funded Projects Terminating 2005**

Project	Termination Date	Annual Cost/Number youth served annually	Program Description	Program Outcomes
Juvenile Drug Court/DOJ Grant	September 2005	\$160,000/30	Drug Court Model Program for Juvenile Offenders	Reduction in felony recidivism, drug use, and average criminal justice costs. Increased participation in positive and productive lifestyle choices (i.e.: school, work.)
Mental Health Specialist in Secure Detention	September 2005	\$60,000/150	Evaluates and provides intervention and service coordination for youth booked into detention who have significant mental health issues.	Has provided otherwise unavailable mental health assessment and intervention services to mentally ill youth booked into detention. Rate of mentally ill youth has increased as alternative housing/community intervention programs for mentally ill youth have diminished. Coordinates community based services and programming upon release. Limits revolving door experience with mentally ill youth.
Probation/School Liaison Project/Byrne Grant	August 2005 40-100% Reduction of Funds	\$74,000/40 youth on probation and 24 youth under school discipline	Probation Counselor placed at Pasco High School to provide Probation Services for youth on court ordered probation and early intervention/Aggression Replacement Training for students who have history of school discipline for aggressive behavior.	Over four years of the project: <ul style="list-style-type: none"> o Youth on probation have demonstrated a significant reduction in recidivism by up to 50% o Youth referred for a history of aggressive in-school behavior have demonstrated a significant reduction in school disciplinary referrals for aggression. Youth in the control group had up to 5 times more referrals than the project group. Each group demonstrated significant positive results when compared to control groups.
Selective Aggressive Probation/JABG Funding	August 2005	\$88,000/45	Provides increased accountability and immediate intervention by law enforcement, prosecutor, and juvenile probation for most serious, repeat juvenile offenders.	Over the 7-year life of this program, youth in the program have demonstrated a 24% reduction in new offenses as compared to pre-program numbers for similar youth. The youth who participate in this project are identified as the community's most serious, repeat juvenile offenders

Columbia River Initiative (New Rule Proposed by Dept. of Ecology)

- 1). Creates Columbia River Mainstem Water Management Account
 - Allows new withdrawals and issuance of permits below only if mitigation water is secured.
 - Provides 2 gallons of new use for every 3 gallons of mitigation water secured.
- 2). Creates Process to Issue Drought Permits
 - Converts interruptible water rights to uninterruptible rights
 - Implement BMP's
 - Mitigation Payment
 - Mitigation Proposal
- 3). Creates Process to Issue 2003 and premortatorium applications.

MOU Between Ecology and US Bureau of Reclamation

Ecology will negotiate securing 132,500 acre-feet of water from Lake Roosevelt - Columbia Basin Project (Reserve).

- 33,000 acre-feet will be used for existing water rights pumping from the mainstem.
- 25,000 acre-feet will be available for municipal purposes.
- 44,500 acre-feet will be used for improving in-stream flow to benefit fish.
- 30,000 acre-feet will be used for the Odessa Aquifer.

Proposed Resolution

- Recommends that reserves from the McNary-John Day Pool be released for new water rights and instream flows.
- Recommends immediate adoption of BMP's to serve as adequate mitigation to convert interruptible water rights to uninterruptible water rights.
- Recommends changing Columbia River operations to increase summer flow.
- Recommends amending the current CRI rulemaking process.

FRANKLIN COUNTY RESOLUTION NO. 2005-070

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: COLUMBIA RIVER INITIATIVE PROPOSED LEGISLATION AND RULE
MAKING**

In order to ensure that the equitable rights of Franklin County citizens are protected, and to safeguard the economic value of water resources readily available to the County, the Franklin County Commission hereby adopts the following resolution and declares its intent to carry out actions necessary to further the resolution's objectives:

WHEREAS, the Franklin County Commission has a responsibility to protect County citizens' right of access to the water resources available to support a strong economic base, including municipal, industrial, and agricultural enterprises; and

WHEREAS, the Franklin County Commission supports local efforts to commence further development of irrigated land and other municipal service territories throughout Franklin County, by use of the McNary-John Day Pools water right reserve; and

WHEREAS, the Franklin County Commission has acknowledged the technical investigations prepared by the Columbia Basin Research Office, of the University of Washington, where research findings based on empirical data conclude that additional water withdrawals from the Mainstem Columbia River for new water right permits will have no perceptible impact on migrating fish and other environmental resources; and

WHEREAS, the Washington State Department of Ecology has initiated action, and is proposing action, to implement the Columbia River Initiative, including the purchase of existing water rights in support of the proposed "Columbia River Water Bank" without adequately considering realistic solutions to provide additional Columbia River water for municipal, industrial, and agricultural needs by utilizing all Columbia River water reserves.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Commissioners request that the Washington State Legislature adopt water policies consistent with the following measures and actions:

1. The Washington State Department of Ecology is to make aggressive use of all existing dedicated state water right reserves, including the Columbia Basin Project and McNary-John Day Pool water right reserves, for use for both new water rights and Mainstem Columbia River flows. This is water directly under state control, already allocated for new water rights, which can be assigned to both consumptive and non-consumptive purposes.
2. Provide specific directives to the Department of Ecology to issue in 2005 new water rights from the Columbia River reserves to: 1) service pending and new water right applications and to dedicate a portion of the reserves to new in-stream flows; 2) service water rights issued during the 1998-2004 period (Quad-Cities and others); and 3) provide immediate water service of 30,000 acre feet within the Odessa Subarea.

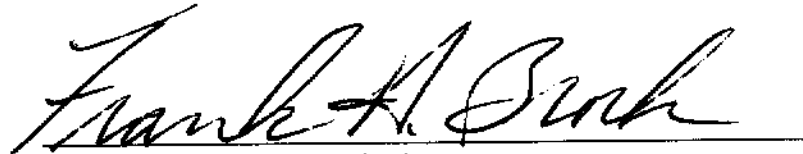
RESOLUTION 2005-070

3. Provide specific directives to the Department of Ecology to release immediately 250,000 acre feet from existing water right reserves to service pending water right applications along the Mainstem Columbia River, reaching from Wells Pool to the John Day Pool, and to release immediately 375,000 acre feet from the water right reserves to benefit in-stream flows.
4. Provide specific directives to the Department of Ecology to adopt the Best Management Practices (BMPs) for irrigation water use, developed by the Columbia-Snake River Irrigators Association, to serve as adequate mitigation for the conversion of existing interruptible Columbia River water rights to non-interruptive status.
5. Through directives to the Northwest Power Planning and Conservation Council and the Federal Hydropower System Operators, undertake immediate changes to the regulation of the current Mainstem Columbia River hydro system to shift water flows to the summer period, for the purpose of generating additional hydropower, providing water for new Mainstem Columbia River water rights, and increasing summer flows.
6. The release of state funds in 2005, separate from any Columbia River Initiative legislation, to assess long-term water needs and strategies for the Odessa Subarea, within the Columbia Basin Project.
7. Provide specific directives to the Department of Ecology to amend the current CRI rulemaking process and to prepare a new draft rule based upon the above legislative policies and guidance.

AND BE IT FURTHER RESOLVED, that the Franklin County Commission believe these provisions make sound economic and technical sense, and that the Washington State Governor's Office should support them in the 2005 legislative session.


APPROVED this ^{7th} day of ^{February} ~~January~~ 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

FRANKLIN COUNTY RESOLUTION NO. 2005 071

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: APPOINTING STEVE DeRUYTER TO SERVE AS A MEMBER ON THE SMITH CANYON IRRIGATION DISTRICT BOARD OF DIRECTORS, WITH SAID TERM COMMENCING FEBRUARY 1, 2005 THROUGH DECEMBER 31, 2005

WHEREAS, the Franklin County Board of Commissioners received a letter of resignation from Steve West, resigning his position on the Smith Canyon Irrigation District Board of Directors; and

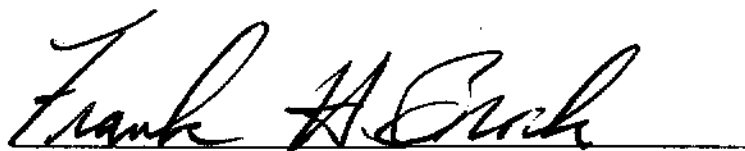
WHEREAS, the President of Smith Canyon Irrigation District Board notified the Franklin County Commissioners that Steve DeRuyter expressed an interest and willingness to assume the vacancy for the remainder of Mr. West's term; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby appoints Steve DeRuyter, 2300 Kruse Road, Pasco, Washington 99301, to serve as a member on the Smith Canyon Irrigation District Board of Directors, with said term commencing February 1, 2005 through December 31, 2005.

APPROVED this 7th day of February 2005.

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


Frank H. Brock, Chair


Nova J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
John F. St. Hilaire, President, Smith Canyon Irrigation District

cc: Steve DeRuyter
Appointment File

Patricia Shults

From: John St. Hilaire [jfsaint@msn.com]
Sent: Tuesday, February 01, 2005 7:08 PM
To: pshults@co.franklin.wa.us
Subject: Board of director vacancy of Smith Canyon Irrigation District

Steve West resigned his chair on 11/04/2004.
Term was from 1/1/2003 to 12/31/05.

Steve DeRuyter has agreed to assume the vacancy.
Term will be for the better part of one year - 2/1/05 to 12/31/2005

2300 Kruse Road
Pasco, WA. 99301

By: John F. St. Hilaire, President
Smith Canyon Irrigation District
62518 S. Piert Rd.
Kennewick, WA. 99337

2/2/2005

NOV. 4.2004 8:55AM
FROM : JOHN F ST HILAIRE

FAX NO. : 509-582-2361

NO. 595 P. 1/1
Nov. 23 2004 08:31PM P1

LETTER OF RESIGNATION

Due to circumstances involving my farming operation, I hereby respectfully resign my position of Director of the Board of SMITH CANYON IRRIGATION DISTRICT.

Respectfully submitted this 4 day of NOV., 2004

Steve West

February 7, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

February 7, 2005

The Honorable David Buri
House of Representatives
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Buri:

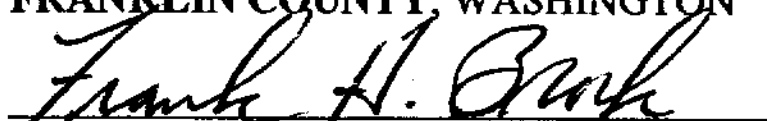
The Franklin County Board of Commissioners opposes HB 1350. The bill will increase costs for counties unnecessarily.


We can not fathom any agency ignoring or rejecting requests for disclosure of public records on the grounds the request is overly broad. Franklin County personnel provide full assistance to requestors in order to identify and narrow the scope and definition of requested records, so imposing additional legislation on this matter is not needed. Maintaining an index and appointing an individual to be solely responsible to serve as a point of contact for members of the public is unnecessary, as county government is made up of separate departments, responsible for their own records.


We respectfully request your opposition to HB 1350.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: Senator Delvin, Senator Hewitt, Senator Schoesler, WSAC

February 7, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3

Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

February 7, 2005

The Honorable Don Cox
House of Representatives
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Cox:

The Franklin County Board of Commissioners opposes HB 1350. The bill will increase costs for counties unnecessarily.

We can not fathom any agency ignoring or rejecting requests for disclosure of public records on the grounds the request is overly broad. Franklin County personnel provide full assistance to requestors in order to identify and narrow the scope and definition of requested records, so imposing additional legislation on this matter is not needed. Maintaining an index and appointing an individual to be solely responsible to serve as a point of contact for members of the public is unnecessary, as county government is made up of separate departments, responsible for their own records.

We respectfully request your opposition to HB 1350.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

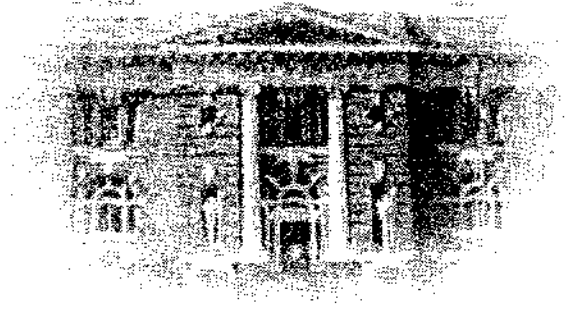
cc: Senator Delvin, Senator Hewitt, Senator Schoesler, WSAC

February 7, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

February 7, 2005

The Honorable Bill Grant
House of Representatives
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Grant:

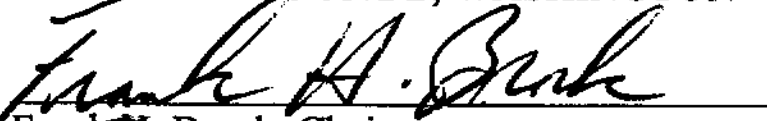
The Franklin County Board of Commissioners opposes HB 1350. The bill will increase costs for counties unnecessarily.

We can not fathom any agency ignoring or rejecting requests for disclosure of public records on the grounds the request is overly broad. Franklin County personnel provide full assistance to requestors in order to identify and narrow the scope and definition of requested records, so imposing additional legislation on this matter is not needed. Maintaining an index and appointing an individual to be solely responsible to serve as a point of contact for members of the public is unnecessary, as county government is made up of separate departments, responsible for their own records.

We respectfully request your opposition to HB 1350.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

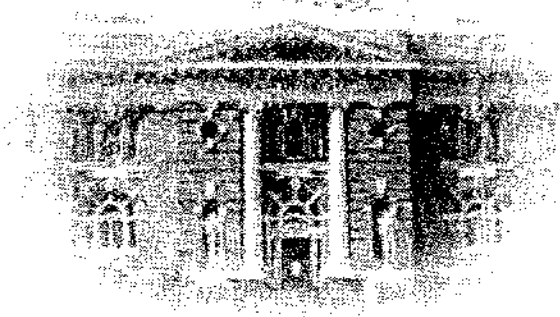
cc: Senator Delvin, Senator Hewitt, Senator Schoesler, WSAC

February 7, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

February 7, 2005

The Honorable Larry Haler
House of Representatives
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Haler:

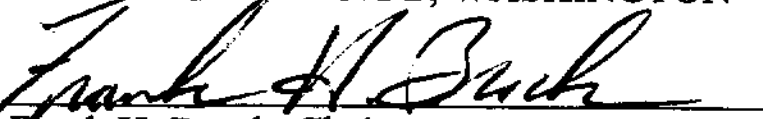
The Franklin County Board of Commissioners opposes HB 1350. The bill will increase costs for counties unnecessarily.

We can not fathom any agency ignoring or rejecting requests for disclosure of public records on the grounds the request is overly broad. Franklin County personnel provide full assistance to requestors in order to identify and narrow the scope and definition of requested records, so imposing additional legislation on this matter is not needed. Maintaining an index and appointing an individual to be solely responsible to serve as a point of contact for members of the public is unnecessary, as county government is made up of separate departments, responsible for their own records.

We respectfully request your opposition to HB 1350.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

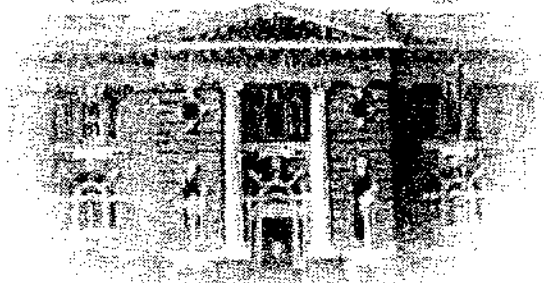
cc: Senator Delvin, Senator Hewitt, Senator Schoesler, WSAC

February 7, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

February 7, 2005

The Honorable Shirley Hankins
House of Representatives
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Hankins:

The Franklin County Board of Commissioners opposes HB 1350. The bill will increase costs for counties unnecessarily.

We can not fathom any agency ignoring or rejecting requests for disclosure of public records on the grounds the request is overly broad. Franklin County personnel provide full assistance to requestors in order to identify and narrow the scope and definition of requested records, so imposing additional legislation on this matter is not needed. Maintaining an index and appointing an individual to be solely responsible to serve as a point of contact for members of the public is unnecessary, as county government is made up of separate departments, responsible for their own records.

We respectfully request your opposition to HB 1350.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

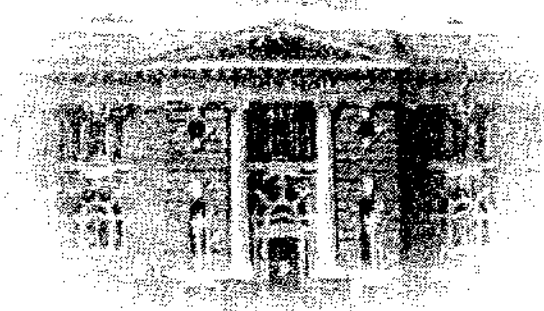
cc: Senator Delvin, Senator Hewitt, Senator Schoesler, WSAC

February 7, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

February 7, 2005

The Honorable Maureen Walsh
House of Representatives
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Walsh:

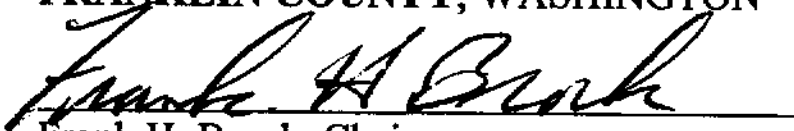
The Franklin County Board of Commissioners opposes HB 1350. The bill will increase costs for counties unnecessarily.

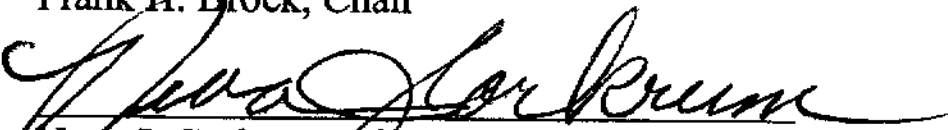
We can not fathom any agency ignoring or rejecting requests for disclosure of public records on the grounds the request is overly broad. Franklin County personnel provide full assistance to requestors in order to identify and narrow the scope and definition of requested records, so imposing additional legislation on this matter is not needed. Maintaining an index and appointing an individual to be solely responsible to serve as a point of contact for members of the public is unnecessary, as county government is made up of separate departments, responsible for their own records.


We respectfully request your opposition to HB 1350.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: Senator Delvin, Senator Hewitt, Senator Schoesler, WSAC

FRANKLIN COUNTY RESOLUTION NO. 2005 072

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY
AND VOCAL TRASH FOR THE PERFORMANCE OF TWO SHOWS AT
THE GRAND OLE FOURTH**

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement for Vocal Trash to perform two shows July 4, 2005 at the Grand 'Ole Fourth event with the cost not to exceed \$7,500.00, plus four (4) double hotel rooms.

APPROVED this 7th day of February 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Vocal Trash

cc: Accounting Department
County Administrator-Invoice
County Administrator-File
Linder & Brock

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County, a.k.a. Grand Ole Fourth**, hereinafter referred to as "**Franklin County**", and **Linder & Brock, a.k.a. Vocal Trash**, hereinafter referred to as the "**Contractor**", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Purpose

The purpose of this agreement is to allow Franklin County to retain the Contractor to perform two (2) one hour shows in connection with the project designated Grand Ole Fourth Celebration.

Scope Of Services

The Contractor agrees to perform the services, identified in Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

Time For Performance

Work under this contract shall commence upon the giving of written notice by Franklin County to the Contractor to proceed. The Contractor shall perform all services and provide all work product required July 4, 2005.

Payment

The Contractor shall be paid \$7,500.00, plus sound, four (4) double hotel rooms, meals during stay and water during performance for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided in Exhibit A, page 1, paragraph 3, attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$7,500.00, without express written modification of the agreement signed by the Franklin County Commissioners.
- b. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon ascertainment and verification by the County of the completion of the performances under this agreement.

- c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and Washington State for a period of three (3) years after final payments. Copies shall be made available upon request.

Compliance With Laws

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Indemnification

The Contractor, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Contractor, its officers, agents, and employees in performing this contract. The Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Contractor expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.



Insurance

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

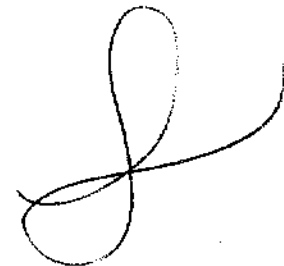
*Act will sign waiver
per Steve.*

Independent Contractor

The Contractor and Franklin County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employees of Contractor shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

Covenant Against Contingent Fees

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.



Discrimination Prohibited

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

Assignment

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

Non-Waiver

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

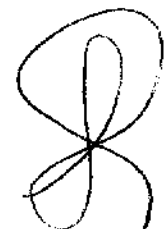
Termination

- a. Franklin County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Contractor.
- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by Franklin County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and Franklin County, if Franklin County so chooses.

Notices

Notices to Franklin County shall be sent to the following address:

Grand Ole Fourth
Franklin County Administrator
1016 N. Fourth Avenue
Pasco, WA 99301
Attn: Fred H. Bowen



Notices to the Contractor shall be sent to the following address:

Liz Gregory Talent and Production Agency
9 Music Square So. Suite 357
Nashville, TN 37203
Attn: Liz Gregory

Integrated Agreement

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

Jurisdiction And Venue

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

Changes, Modifications, and Amendments

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

Severability

If a provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end and the provisions of this Agreement are declared to be severable.

All Writings Contained Herein

This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.



The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 7th day of FEB., 2005.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: Liz Gregory Talent &
Production Agency

Frank H. Brock
Frank H. Brock, Chairman

By: Liz Gregory

Neva J. Corkrum
Neva J. Corkrum, Chairman Pro Tem

Signature: Liz Gregory

Robert E. Koch
Robert E. Koch, Member

Title: Agent for Vocal Range

ATTEST BY:

Steel Index: Jte Jan 7/8/0

Approved as to form:

Mary Withers
Clerk of the Board

REB 01.21.05
Ryan E. Verhulp
Chief Civil Prosecutor

License #12096

**Liz Gregory
Talent and Production Agency**

Agreement made this 7 day of Dec, 200~~4~~⁵, between **LINDER & BROCK, a/k/a VOCAL TRASH** (herein referred to as Artist), and **FRANKLIN COUNTY** (herein called Presenter or Buyer) for:

1. **Name and address of venue:**
**THE GRAND OLE FOURTH /
TRADE RECREATION AND AGRICULTURAL CENTER (TRAC)**

Address: 6600 Burden Boulevard, Pasco, WA
 - a. Date: Monday, July 4, 2005
 - b. Show Time: TBA
 - c. Report to: Dan Blasdel
2. **Type of engagement:** Festival
Number of shows: 2 one-hour shows
3. **Compensation agreed upon:** (in U.S. Funds) \$7,500.00 PLUS SOUND, 4 Double Non-Smoking Motel Rooms (July 3, 2005), five individuals will be served one hot meal each on July 4, 2005, water during performances. Artist pays no charge on Merchandise Sales.

Unless otherwise specified, contract price shall include agent's commission.

- a. Payment as follows: Deposit due with return of contract \$1,125.00
Due to: LIZ GREGORY TALENT

Balance of \$6,375.00

Due to: LINDER AND BROCK upon completion of contracted engagement.

- b. All deposits and balance shall be in cash or cashier's check unless negotiated otherwise before play date. Fair check or County/State Fair/ or Festival Check is okay.

4. Agent provisions:

- a. The undersigned agent is acknowledged to have fully performed upon the commencement of this engagement.
- b. If said Artist is re-booked into this or any establishment owned or controlled by the Purchaser within 13 months from the termination of this agreement, Purchaser and Artist shall be jointly liable for commissions due to Agent.



5. Tax Responsibility:

The undersigned self-employed artist(s) have agreed for purpose of this engagement to perform as a JOINT ENTERPRISE in an entertainment called: **VOCAL TRASH.**

The net contract price after commissions will be divided as gross income according to prior agreement and each member will take responsibility to calculate his expenses of doing business, and paying applicable Federal and State taxes as an independent contractor within the purview of Section 1402(c) of the Internal Revenue Code of 1954. **STEVE LINDER** is designated by mutual agreement as spokesman and contractor with authority to accept all funds payable under this contract on behalf of all members of the performing group.

6. Other considerations:

- a. If a contract rider is attached, that rider is a part of this contract, and must be reviewed, signed by purchaser and returned to the artist's representative with this contract.
- b. **Special Provisions:**
TABLE FOR ACT TO SELL MERCHANDISE AT NO CHARGE TO ACT.
WATER FOR STAGE. DRESSING ROOM. TWO STAGE HANDS TO LOAD IN AND OUT.
- c. Buyer warrants that he/she is authorized to sign for and on behalf of himself/herself and the establishment where Artist is to perform. Buyer warrants that there is no litigation or other agreement either written or oral to prevent full payment to Artist under this agreement.

Compensation agreed upon is guaranteed rain or shine as long as Artist is willing and ready to perform.