

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 23, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion – Mr. Koch: I so move that we accept the consent agenda as proposed for February 23, 2005:

1. Approval of **Resolution 2005-087** authorizing the Franklin County Information Services Department to submit the Microsoft Select License Enrollment form and to authorize the Chairman to sign said form on behalf of the Board. (Exhibit 1)
2. Approval of **Resolution 2005-088** for the Microsoft Products Purchase Agreement between Franklin County Information Services and Washington State Department of Information Services and to authorize the Chairman to sign said agreement on behalf of the Board. (Exhibit 2)
3. Approval of **Resolution 2005-089** for the Personal Services Agreement between Franklin County and LFI International to set up and provide outdoor aerials July 1, 2005 and perform shows throughout the day July 2-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$15,700, plus two (2) hotel rooms. (Exhibit 3)
4. Approval of **Resolution 2005-090** for the Personal Services Agreement and Ride and Glide Bicycle Stunt Team to perform three shows each day July 2-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$4,000. (Exhibit 4)
5. Approval of **Resolution 2005-091** in the matter of appointment of Todd Samuel to the Benton-Franklin Workforce Development Council to fill Position B-25, which represents Post Secondary Education, with said term expiring June 30, 2007. (Exhibit 5)

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

Disability Board

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The Board reviewed a letter from Ron Anderson, Chairman of the Franklin County Disability Board, regarding concerns of potential costs of long-term care for any LEOFF 1 member (Exhibit 6). He asked that the Board establish an initial \$10,000 reserve account and then add funds to it each year. The Board asked to have the matter brought back to them at budget preparation time.

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Courthouse Hours

Mrs. Corkrum said it's understandable that there's a clerk assigned to courts when courts are in session. But as far as the clerk's office hours, I don't think that enters into it because the rest of the staff is doing other things than providing for the court. She asked Mr. Verhulp what do you think?

Mr. Verhulp said it's a valid point. He said the opinion he wrote wasn't my opinion personally; it was more an opinion based upon my readings of the statutes and also the attorney general's opinions. One important thing the attorney general found was that the majority of the clerk's duties are tied with the court. He said Mr. Brock told him that the clerks function in other capacities also. Mr. Verhulp said that's true but the majority of the clerk's duties are tied to the court and because the clerk is an officer of the court, then subsequently –

Mrs. Corkrum said it also said our court rules for Benton and Franklin County say they have an hour and a half for lunch. She said that is not fair to the other employees of the county. What do they do when they're closed and someone wants to file a domestic violence order or the only time they can come is during the lunch hour to get a passport application? Mr. Verhulp said I understand that.

Mrs. Corkrum said the continuity of courthouse hours being so different in different offices confuses the public. We did this to help the offices out and what does it do? She said Mr. Brock said we only save \$500 in this particular case so then the clerk is getting 2-1/2 hours that he doesn't have to deal with the public for the \$500. She said my

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whole point is I don't care how much overtime, extra help or what, I just want continuity in the county.

Mr. Verhulp said I was simply advising both the Commissioners and the County Clerk so you don't overextend your authority. He said he also pointed out to County Clerk Mike Killian that this is what controls your hours but even though local court rule puts a limitation, it doesn't say that you can't be open other times. It says you must be open during those set hours. Mr. Verhulp doesn't think it's out of the County Clerk's discretion to be open at other times. That's something the County Clerk needs to work out with you.

Mrs. Corkrum said the Clerk's Office never was closed before. Mr. Brock said 2-1/2 hours is a tremendous slug off the day. Mrs. Corkrum said to open the doors at 8:30 when the other offices are closed until 9:00 is very confusing to the public. She said the Clerk's Office doesn't have jurors every day.

Mr. Verhulp said if the Attorney General had not specifically addressed this issue before in the past, I would have said by just a strict reading of the statute, yes, you have the right to set everyone's hours. Mrs. Corkrum said that opinion was given in 1951 and it's an Attorney General's opinion.

Consulting Agreement for Paperless Business Systems, Inc.

Mr. Verhulp has reviewed a contract at the request of the Information Services Department.

Executive Session at 9:23 a.m. regarding personnel and contract negotiations expected to last five minutes.

Open Session at 9:29 a.m.

Mr. Verhulp handwrote "not to exceed a total of \$5000.00 without agreement of all parties" in the contracts.

Motion – Mr. Koch: I make a motion that we accept this Consulting Agreement with Paperless Business Systems for the investigation of our computer software system not to exceed \$5000. This is Resolution 2005-092. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 7)

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Mrs. Corkrum said the agreement is not to exceed \$5000 without the agreement of all parties.

Mid-Columbia Coalition for Children

Mr. Verhulp gave the Board three originals of a Memorandum of Understanding. He said Mr. Lowe is planning to be present later in the meeting. Mr. Bowen said the courts are requiring that there be supervised visitation with parents and children but there is no place available at the present time for the visitation to occur. The Federal government has grant funds available but only county governments can apply for the grant. The Mid-Columbia Coalition for Children is asking that the county apply for the planning grant application. There will be no expense to the county but the county has to be the lead agency. The grant application has to be signed by Thursday. Mr. Bowen told the judges and others involved that the Board would need some information prior to approval. Mr. Bowen said the county is being asked to approve the request to apply for the planning grant with no commitment for funding from the county.

Mrs. Corkrum said her question is if they get this grant and they have a program going and it's working well and then the grant goes away, what happens? She said the CASA program was supposed to be paid for by grants only but then they wanted us to pay for it when the grant funding ended.

Present in audience: Jerrod MacPherson, Greg Wendt and Jim Ossman.

Mr. Bowen said the planning grant involves a two-year process. At that time if the county is uncomfortable with it, then the county can back away from it. The planning grant would also allow hiring of a private consultant to administer the grant. Mr. Bowen said he made it very clear to the requesting group that the county will not pay anything.

Mrs. Corkrum asked if it is just a Franklin County grant or a Benton County grant also. Mr. Bowen is not sure.

Landfill Agreements

Proceeds will be coming in regarding landfill agreements. Mr. Verhulp asked for permission to discuss investments with the treasurer and how they could be handled. We do have private entities involved as well as public entities. The funds can only be used

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on landfill matters but at the same time they are collected in the form of a trust and can be invested by each entity separately. Mr. Brock asked if they can be identified by dollar amount. Mr. Verhulp said yes, there will be dollar amounts and they will be identifiable. It will probably be necessary to keep them separate from the private amounts. He knows there is an county Investment Policy. The Board gave approval for Mr. Verhulp to speak with the treasurer about this matter.

Mr. Bowen left the meeting to meet with Mr. Verhulp.

PLANNING AND DEVELOPMENT DEPARTMENT

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

Public Hearing: Short Plat SP 2005-01. Application to short plat 22.54 acres into four lots. Lot #1 and #2 are 6.27 acres each in size and Lots #3 and #4 are 5.0 acres each in size. The property is zoned Medium Industrial (I-2) Zoning District. Applicant: Loren Stangeland.

Public Hearing convened at 9:41 a.m. Present: Commissioners Brock, Corkrum and Koch; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: Jim Ossman of Western Farm Service/Agrium.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 8). The "Subject" information should say 22.54 acres.

Mr. MacPherson showed a copy of the preliminary short plat submitted by the applicant that was prepared by the surveyor. He reviewed the conditions of approval.

Mr. Brock asked if anyone in the audience would like to speak against the proposal. There was no response.

Mr. Brock asked if anyone would like to speak in favor.

Jim Ossman represents Western Farm Service/Agrium which is across the road from this property. He said he just has a comment. He was concerned that the zoning had changed but it has not. There is a lot of truck traffic there coming out slow and turning in slow sometimes. He said I don't know how you're going to have access with

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the coulee there. Again, I was just concerned that the zoning may have changed without us knowing about it. With it zoned industrial, we have no problem at all with it.

Hearing was closed to audience comment.

Mrs. Corkrum asked if the E911 coordinator wanted to assign addresses.

Mr. MacPherson said they do the addressing at the time of issuance of building permits. GIS also gets involved at that time.

Motion - Mrs. Corkrum: I move for approval of Preliminary Short Plat SP 2005-01 subject to the seven findings of fact and seven conditions of approval. This is Resolution 2005-093. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Mr. Bowen rejoined the meeting.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Bridges

Mr. Fife said the bridge repair work is going well. The deck is off. They are adding an additional stringer. The bridges should be redecked in a few days.

Award of Bid – New Motor Grader

Mr. Fife asked for approval to award the bid to Rowand Machinery. They had the lowest bid and the highest repurchase price.

Motion – Mr. Koch: I so move that we accept the motor grader bid and award it to Rowand Machinery, total cost of \$52,796.25 including sales tax and trade-in. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 10)

Notice of Hearing – Speed Limits on County Gravel Roads

The Board reviewed a list of proposed gravel roads to have lowered speed limits. It is set to go to hearing. After the speed limits are lowered, speed studies will be conducted to see if it is making a difference. Mr. Fife reviewed the list of roads proposed for the reduced speed limit.

Motion – Mrs. Corkrum: I move we set a public hearing on March 9, 2005, at 9:45 a.m. in the Commissioners Meeting room of the Franklin County Courthouse Annex at 412 West Clark in Pasco.

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Mr. Brock said he will not be here on March 9. He would like to be present for the hearing. The Board decided to schedule the hearing on Wednesday, March 16.

Motion – Mrs. Corkrum: I amend my motion for March 16, same time, same place.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

Deviation Request

The County has design standards that everyone is supposed to build to but the city recently adopted their own design standards which are not consistent with the county's. The developer for Fox Hollow Subdivision would like to build a curb and gutter and sidewalk section but use the city standard of 38' rather than our standard of 40'. Because the city has made that change, we're going to consider changing our standard in the future. Mr. Fife is recommending approval of a deviation.

Motion – Mrs. Corkrum: I move that we approve deviation of our standards for Fox Hollow Subdivision from 40 feet to 38 feet to match the City of Pasco's measurements in the urban area. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

BFCOG Memorandum of Understanding (MOU)

A document has been prepared now that all the amounts are decided. Franklin County has the chance to sign first. Mr. Fife said the only thing that will change from before relates to item #4, "The allocation of rural Franklin County STP funds for each agency shall be \$5000 base plus the balance of funds distributed to each agency prorated by their share of rural population and major collector mileage (50% population/50% mileage). The county will exchange county funds for federal funds upon request." One agency has been added that hasn't participated in the past which is the Port of Pasco. The Port of Pasco will now get a \$5000 allotment. We are hoping they will work with us to get projects. This is just the rural portion. Port of Pasco's area includes the rural area and Connell. As a member of BFCOG, they need to be part of the process. This spells out that we will purchase those funds from them at their request as we have done in the past.

Motion – Mrs. Corkrum: I move for approval of the Benton-Franklin Council of Governments Rural STP Process Memorandum of Understanding as listed for January

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2005 and authorize the chairman to sign. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 13)

Overtime Pay

Mr. Fife referred to a legal opinion that was given by the Prosecutor's Office regarding overtime pay for an oil collection person. The oil collection would be a second job for a current employee. There is also an employee interested in the oil collection job who is a nonbargaining exempt employee. He said we don't know yet if we have to pay overtime for that position. Currently we have a mechanic do the oil collection on overtime after work. The Board asked Mr. Fife to meet with Chief Civil Deputy Prosecutor Ryan Verhulp to get the answers.

The Board asked Mr. Fife to have Solid Waste Coordinator Sally McKenzie meet with the Board on Monday.

Chiawana Park

Mr. Fife said City of Pasco officials have talked to him about keeping Chiawana Park open in 2005. He will be talking with them more.

TRAC

Assistant TRAC Manager Rich Turner met with the Board. Present in audience: TRAC Finance Manager Becky Bradshaw.

Rock picker

Mr. Turner gave the Board information about a Schultze rock picker that he looked at in Lind. A new Schultze would cost about \$13,000. The used rock picker would cost \$8122.50 including tax. It has been used about 40 hours.

Another option is to purchase a Lockwood potato digger that has been modified to pick rocks. It will be sold Saturday in a farm auction in Homedale, Idaho (near Nyssa, Oregon).

A third option is a recommendation from New Holland to operate a 27" crusher using TRAC's tractor. It would take many passes through the arena to crush the rocks. Estimated cost is \$12,000. It would dig down to 12" but the smaller version may only go four to six inches down.

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Option 4 is to contract with Ray Poland & Sons to remove all the dirt from the arena, screen it, and return it to the arena. An estimate has not been given yet by Ray Poland & Sons.

Mr. Turner asked for approval to attend the auction to look at the equipment. He does not have any information about the equipment. Mrs. Corkrum does not like the second option for the used equipment because of not knowing what kind of shape it's in and the cost to transport it. Mr. Brock thinks it would cost about \$500 to move it. Mrs. Corkrum wondered where it would be stored.

TRAC Manager Ray Ritari joined the meeting.

Mr. Brock would like to get a price on Option 4 with Ray Poland & Sons before doing anything else. Mr. Turner will get a price. Mr. Bowen said if option 4 can't be done in five weeks before a scheduled event, that is a problem. In addition, future events are scheduled into August.

The Board asked Mr. Turner to call an implement dealer that he knows in Nyssa, Oregon, to look at the equipment there.

Mr. Brock asked if the Board agrees to look at having the sifting done in the practice arena after getting a price from Ray Poland & Sons and also calling the implement dealer in Nyssa to look at the equipment in Homedale, and if he thinks it's worthwhile, do we want to pursue that avenue? It will cost about \$2500 and then another \$500 to move up here. Mr. Turner said the dealer could bring it up to TRAC. Mrs. Corkrum said it's an auction and we don't have any guarantee that we would receive it. How high do we want to go?

Mr. Brock asked if the Board wants to set a price if the equipment dealer thinks it will work and authorize Rich Turner to go to the auction and go to that price level. Mr. Koch said yes. Mr. Brock asked if \$2500 is a reasonable amount.

Mr. Koch asked what the budget is for this equipment. Mr. Ritari said there is no budget in our capital budget this year so we're going to have to get it out of the Operations budget or leftover money from the construction budget. The flooring bid came in about \$10,000 under the budget.

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Mr. Koch asked if the tractor is big enough to pull the equipment listed in #2.

Mr. Turner said yes.

Mr. Ritari said he would expect a \$5000 maximum cost.

Motion – Mr. Koch: I would make a motion that we approve Rich Turner to look into Option #2 of a Lockwood potato lifter modified to pick rocks from a farm auction in Homedale, Idaho, with the maximum of purchase, shipping and travel \$5000.

Mrs. Corkrum asked to have a friendly amendment and have implement dealer Gary Sparks look at it and see if it's worth anything. Mr. Turner said Mr. Sparks might charge us a fee. The Board said yes.

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

Mr. Turner will let Board members know as soon as he has more information about the cost for Option #4.

Present in audience: Jim Nelson.

TRAC

Mr. Ritari and Ms. Bradshaw met with the Board.

Event Update

Recent events at TRAC listed day by day with attendance figures in parentheses were: Oregon State University (102), Oregon State University (102), Russ Dean Ford move-in (25), Russ Dean Ford move-in (25), Russ Dean Ford Sale (375), Bull Bash move-in (3), Titans game (150), Russ Dean Ford Sale (375), Bull Bash (3000), Bull Bash After Party (300), Offsite catering for Debbie Luhrs, Russ Dean Ford Sale (375), Home Builders move-in (25), Russ Dean Ford Sale (375), Home Builders move-in (25), Home Builders move-in (25).

Upcoming events: Tri-City Chamber Luncheon, Evergreen Safety Luncheon, Home Builders, Far West Agribusiness, Benton Conservation District Meeting, Benton Franklin County Medical Society CME Seminar, and Home Show.

Russ Dean had a very successful sale. Robbie Klima was very pleased with his Bull Bash rodeo. He had higher paid attendance than last year.

Year End Financial Report

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Mr. Ritari said obviously we were concerned in the summertime about our programming the rest of the year. We had record-breaking numbers in July, October, and December. All this business came in late. We were really pleased with how it came out.

Ms. Bradshaw reviewed the Year-End Financial Report.

BONDS

Senior Municipal Underwriter Jim Nelson from Martin Nelson & Company met with the Board. Present in audience: Prosecutor Steve Lowe and Terry Fleischman, Mark Gladstone and Glenn O'Neill from Mid-Columbia Coalition for Children.

Refinancing Franklin County Bonds

Mr. Nelson said three county bond issues can be refinanced: 1995, 1996 and 1999 bonds. It is typical in the bond world that bonds cannot be refinanced for 10 years. We are estimating 8% to 9% savings now. He listed call dates for other county bonds.

A detailed report based on current interest rates was reviewed (Exhibit 14). The average annual savings would be about \$54,182 per year. The net savings over the course of the bond is significant, estimated to be \$975,269. They are all non-voted commissioner bonds so there would be a direct savings to Current Expense. The 1995 bond was for TRAC equipment. The 1996 bond was for Criminal Justice so there would be a savings to Current Expense but it is slightly different when you look at 1/10th of 1% sales tax going for criminal justice. The 1999 bonds are economic development bonds. They are all limited tax general obligation bonds.

Mr. Nelson said if you're thinking about any new money issues, it would be cost effective to roll it into the refinancing now and then you would have economies of scale.

The second page of the report is the same scenario but shows the impact if interest rates increased by 0.10%. The last page of the report shows an historic interest rate chart.

What made this issue cost-effective is that long-term interest rates kept trending down over the last few months and short-term interest rates were trending up.

The Board asked what the process would be. Mr. Nelson said if you direct me to begin drafting the documents, then we'll start preparing the process. We draft a preliminary official statement and send a draft copy to all of you. We gather some

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additional information such as 2005, 2004 and 2003 budget numbers. Then Bond Attorney Jeff Nave reviews the document. It is then qualified by the bond insurance companies. Then we begin marking the bonds. It would take six to eight weeks to complete the process.

In response to a question, Mr. Nelson said it has to be re-qualified with bond insurance companies for an issue of this size. The insurance companies want to see the last five years of your budget.

Motion – Mr. Brock said I would entertain a motion that we instruct him to move forward with proper documentation. Mrs. Corkrum said I so move. Second by Mr. Koch. 3:0 vote in favor.

Mr. Lowe said he would like to lobby on behalf of elected officials to see if there are additional funds available. Mr. Bowen said Mr. Lowe is saying he wants to reinvest the funds we would be saving. Mr. Nelson said we have until about two weeks before finalizing to decide whether to reinvest the savings.

MID-COLUMBIA COALITION FOR CHILDREN

Prosecutor Steve Lowe, Ms. Terry Fleishman, Executive Director of Mid-Columbia Coalition for Children, and Mark Gladstone and Glenna O'Neill of the Mid-Columbia Coalition for Children met with the Board. Jim Nelson was present in the audience.

Mr. Lowe said the Coalition has been working on an issue that has been identified as a need in our community. That need is for an organization to step up and take the lead in providing supervised visitation and visitation in an exchange facility. There is a need for a place for parents to meet to exchange children. The government put out a Federal grant in January for planning money. It has to be applied for by local governments, not by non-profit organizations. The purpose of the grant is to give money to non-profits to operate. The Alliance wants to use the planning process to find out if they can do the work.

Mr. Lowe said we would include some money to reimburse the county as a fiscal agent. He will take responsibility through his budget as the pass-through. We need to

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register for the grant with our number by tomorrow. The grant is for \$120,000 for two years to plan. If it is granted, there would be another \$385,000 to operate. For the most part, it will be pass-through dollars. We would take some back for supervision or contracting out. His office actually does administration of another grant now. There will be no cost to the county except maybe some reimbursement to the Auditor's and Treasurer's Offices.

Mrs. Corkrum said the funds would go through the Treasurer and Auditor and it would have to be part of our grant reporting in our annual report. Mr. Lowe said there would be some work in both offices but it can be reimbursed.

Mrs. Corkrum asked if the money from the Federal government is cut back -- Mr. Lowe said if they don't give us the money, we don't do the program. Mr. Lowe said we're not going to operate the program and we're not going to hire personnel. Ms. O'Neill said people who use the program will also pay a fee, so we're trying to also make it a viable business so we're not constantly relying on grants. Mrs. Corkrum asked are you allowed to charge a fee? Ms. O'Neill said yes. Ms. Fleischman said she brought some background information on who we are and what the process is about.

The judges said they could not operate it but they are supportive. They are willing to say they are supportive and work with a planning group. It would include more than just domestic violence cases but also other divorce cases. The facility is already in place, a day care facility that is idle on evenings and weekends.

Ms. Fleischman said we're hoping to bring all of the community stakeholders involved together to understand what the existing services are, what are the gaps, what is being duplicated, and then use existing resources and come up with a logical, intelligent plan focusing on what's already existing. We will then slowly move into a phased program, focusing on family practice services. We would move from that into extended family practice services. We're looking at this as a source of revenue as well as for additional grant money.

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The Coalition is asking the county for permission to apply for the grant funding with the county being the pass-through agency for the grant money for the planning phase.

Motion – Mrs. Corkrum: I move for approval that we accept the grant pass-through funds for supervised visitational exchange service, a community solution for community needs. This is Resolution 2005-094. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 15)

Ms. O'Neill thanked Mr. Lowe and Mr. Bowen for their work on this matter.

Mark Gladstone complimented Ms. Fleischman in her work as the Coalition's Executive Director.

Recessed at 11:10 a.m.

Reconvened at 11:17 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. TRAC Manager Ray Ritari and Human Resources Director Tiffany Coffland joined the meeting.

Executive Session at 11:17 a.m. regarding personnel expected to last 15 minutes.

Executive Session continued at 11:39 a.m. expected to last 10 minutes.

Open Session at 11:49 a.m.

Mr. Brock left the meeting.

COUNTY ADMINISTRATOR (continuing)

TRAC Canopy Extension – Change Order #2

Mr. Bowen explained why a change is needed. The irrigation equipment is underneath the sidewalk, not parallel. The cost is \$1095.86.

Motion – Mr. Koch: I move for approval for Change Order #2, agreement between Franklin County and Knerr Construction Company. This is Resolution 2005-095. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit)

TRAC Canopy Extension – Change Order #3

Mr. Bowen said because of cold weather, the architect asked if it would be possible to do a substantial completion. Instead, Mr. Bowen suggested extending the

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contract for 28 days to give time for the weather to change. It was over a painting issue. Mr. Bowen requested approval to extend the contract for 28 days for the painting work. There is no additional cost.

Motion – Mr. Koch: I make a motion that we extend the contract to Resolution 2004-551 with Knerr Construction for 28 days. This is Resolution 2005-096. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 16)

PLANNING AND DEVELOPMENT

Planning Director Jerrod MacPherson met with the Board.

Final Approval Short Plat SP 2004-14, Doris Esser

Motion – Mr. Koch: I would make a motion that we accept final approval of SP 2004-14 that was held on October 13, 2004. This is Resolution 2005-097. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 18)

COUNTY ADMINISTRATOR (continuing)

Courthouse Renovation

Steel beams are being put in place in the courthouse.

Historic paint finishes: Cardwell Architects is recommending we hire a professional to come in and take paint samples. One issue is in the 1910 era a paint was used called calcimine, which is a whitewash. It has reactions to certain types of paint. If we have calcimine on the courthouse and then paint over the top of it, it might bubble up. Another issue is that the specialist would take paint cores to the original finish and then be able to tell exactly what the first paint color was. The cost is not to exceed \$10,680.

Mr. Bowen is concerned about the calcimine. He is not so concerned about the paint colors. He is attempting to find out if anyone locally can do the work.

Mrs. Corkrum thinks we should do it. Mr. Koch asked what it costs to have the samples done. Mr. Bowen said it is part of the cost. The cost includes travel expenses and the samples. They take it to a lab and do some type of analysis.

Mrs. Corkrum asked what is available in the change order line item. Mr. Bowen said the change order line item had about \$300,000 and we have used about \$190,000. There is another change order coming for about \$30,000. There will be a deduct change

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order as well as an increased change order. There are decorative wreaths in the four corners that were not known. He is estimating another \$100,000 worth of change orders will be forthcoming. We are about \$315,000 in the hole now of overall construction but that figure includes the \$200,000 left for the change orders so we're about \$100,000 in the hole now. We need to leave the change order line there. Mr. Bowen is estimating we're about \$315,000 to \$350,000 in the hole. He said there is more than \$800,000 in the rainy day fund.

Mrs. Corkrum said she thinks this work is necessary. Mr. Koch said he thinks it is necessary, unfortunately.

Motion – Mr. Koch: I will make a motion to accept the proposal memo for not to exceed \$10,680 to Molly Lambert. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 19)

Public Works Trust Fund Loan

The Public Works Director has requested permission to apply for the Public Works Trust Fund loan. Applying does not mean that the county has to approve the loan. Mr. Bowen has talked to Mr. Brock about it and Mr. Brock is in favor. Mrs. Corkrum and Mr. Koch said they are in favor.

Motion – Mrs. Corkrum: I would entertain a motion to allow the county engineer to apply for a low interest rate loan from Public Works Trust Fund. Mr. Koch: So moved. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 20)

OTHER BUSINESS

Minutes

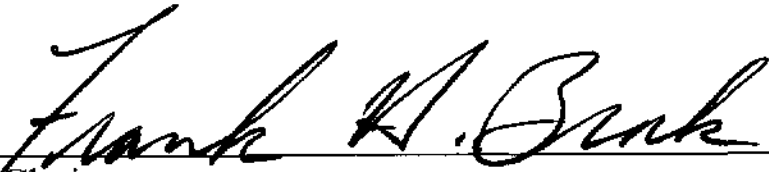
Motion – Mr. Koch: I make a motion that we accept the minutes for February 7, 2005, and also February 9, 2005. Second by Mrs. Corkrum. 2:0 vote in favor.


Adjourned at 12:16 p.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 28, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed March 16, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 087

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: MICROSOFT SELECT LICENSE ENROLLMENT FORM

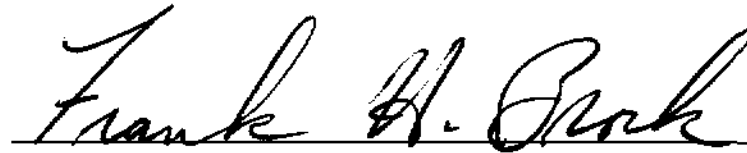
WHEREAS, the Franklin County Information Services Director requests approval to complete the Microsoft Select License Enrollment form; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the Franklin County Information Services Department to submit the Microsoft Select License Enrollment form and authorizes the Chairman to sign on behalf of the Board.

APPROVED this 23rd day of February 2005.

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

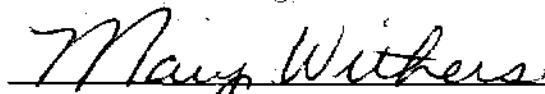


Frank H. Brock, Chair

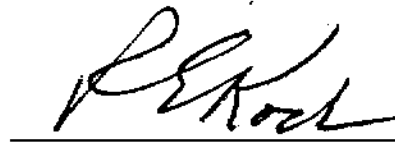


Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Information Services

cc: Prosecutor

Microsoft

Licensing, GP

Volume Licensing Customer,

Welcome to the Microsoft Volume Licensing Program. This notification is intended to provide information relating to your new Microsoft Volume Licensing Agreement, which Microsoft has received and accepted from your organization.

If you have not received electronic confirmation of agreement acceptance, please use this registration message to access Microsoft Volume Licensing Services (MVLS), a website where you may view information regarding your Microsoft Volume Licensing agreement(s) and access Volume License Product Keys (VLK) online. Please find detailed instructions on how to access this secure, online and confidential information relating to the accepted agreement below:

ACCESS INSTRUCTIONS

To register, go to the Microsoft Volume Licensing Services site. You may be prompted to sign on to Microsoft .NET Passport before proceeding to the site. Follow these steps to sign in:

1. Go to <https://licensing.microsoft.com/eLicense/L1033/acceptagreement.asp>
2. If prompted, sign on to Microsoft .NET Passport.
3. Complete the Volume Licensing Registration page and click Register.

If you still cannot access the site, please contact mylshelpa@MSDirectServices.com for assistance.

This site contains confidential information about your agreements, including Volume License Product Keys and data about your license transactions with all Resellers associated with your license agreement(s). Because you will be held responsible for unauthorized use of product keys issued under your agreement, you should only permit authorized individuals within your organization or authorized third parties to access the site.

A Volume License Product Key is required when you install Office XP components, Microsoft Visio or Windows XP acquired through Volume Licensing or MSDN. The Microsoft Volume Licensing Services site provides an easy, secure method for obtaining the Volume License Products Keys for your organization. If additional assistance is needed with your VLKs, please access <http://www.microsoft.com/licensing/resources/vol/numbers.mspx> to obtain the local phone number for VLK customer service.

If you have any further questions, please contact your Partner(s) or Software Advisor.

Microsoft Licensing, GP



Microsoft Select **Enrollment**- State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	n/a	Enrollment number <i>Microsoft affiliate to complete</i>	4294746
Select Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01S60406	Previous agreement number <i>Reseller to complete</i>	
Select Agreement Expiration Date <i>Reseller or Microsoft affiliate to complete</i>	5/31/05	Previous agreement end date <i>Reseller to complete</i>	

This Microsoft Select Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer			
Name of Entity Franklin County		Contact Name Kevin Scott <small>(This person handles access to online information, and receives notices unless a different contact is provided below.)</small>	
Street address 1016 North 4th Avenue		Contact E-mail Address (required for online access) kscott@co.franklin.wa.us	
City Pasco	State/Province WA	Phone 509-545-3509	
Country U.S.A.	Postal code 99301-3706	Fax 509-546-5871	
Microsoft Account Manager Name: Peg Arsenault		Microsoft Account Manager E-mail pegs@microsoft.com	
Contracting Microsoft Affiliate			
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing			

If online access and notices should be provided to someone or some place other than above, complete this section:			
Name of Entity Franklin County		Contact name Toni Fulton	
Street address 1016 North 4th Avenue		Contact e-mail address tfulton@co.franklin.wa.us	
City Pasco	State/Province WA	Phone 509-545-3509	
Country U.S.A.	Postal code 99301-3706	Fax 509-546-5871	

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:

Name of Entity		Contact Name
Street Address		Contact Email Address (required for electronic notices)
City	State/Province	Phone
Country	Postal Code	Fax

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us and "we" or "us" refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Select Agreement identified above apply here.

Effective date. If you are renewing Software Assurance coverage (or similar upgrade protection) from one or more previous Microsoft agreements, then the effective date of this enrollment will be the day after the earliest expiration of such coverage. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Microsoft agreement is being used, your reseller will require the agreement number and agreement end date to complete the applicable boxes above.

Term. This enrollment will expire on the date on which the Microsoft Select Agreement expires, unless it is terminated earlier as provided for in that Agreement.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understood the Microsoft Business Agreement (if any) and the Microsoft Select Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those; (ii) you are either the entity that signed the Microsoft Select Agreement or its affiliate; (iii) the information that you provide on each of the attached forms is accurate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

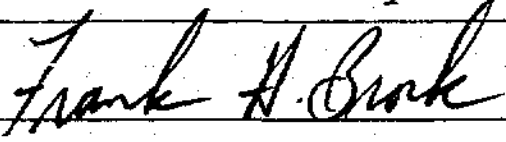
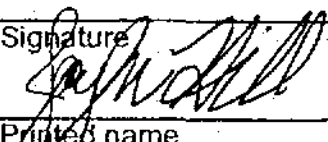
Microsoft Volume Licensing Web Sites

(Note: We will advise you of any changes to these URLs.)

Product Use Rights	http://microsoft.com/licensing/resources
Product List	http://microsoft.com/licensing/resources
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com

Notices to Microsoft should be sent to:	Copies should be sent to:
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax
	Copies should also be sent to: Washington State Department of Information Services Contract Administrator PO Box 42445 Olympia, WA 98504-2245

This enrollment consists of (1) this cover page, (2) the Software Assurance Election Form, and (3) the Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name of Entity Franklin County	Microsoft Licensing, GP
Signature 	Signature 
Printed name Frank H. Brock	Printed name Joylene Hill
Printed title Chairman	Printed title Contract Administrator
Signature date 2/23/05	Signature date (date Microsoft affiliate countersigns) MAR 16 2005
	Effective Date (may be different than our signature date) 3-15-2005

Approved as to Form:


 Ryan E. Verhulst
 Chief Civil Prosecutor

Software Assurance Election Form

1. Software Assurance Membership election:

To become a Software Assurance Member, you must agree to purchase and maintain Software Assurance for all copies of all products licensed under this enrollment from at least one product pool. For a description of benefits resulting from choosing one or more product pools below and additional details regarding the Software Assurance Membership program, please consult your reseller or Microsoft account manager.

For each product pool, mark the "yes" or "no" to indicate whether you are committing to purchase and maintain Software Assurance for all copies of all products licensed from that pool under this enrollment.

<i>Product Pools</i>	Yes	No
Applications		✓
Systems		✓
Servers		✓

Note: If you mark "Yes", we will not accept orders for Licenses without Software Assurance.

2. Election to renew Software Assurance (or similar upgrade protection):

If you are renewing Software Assurance (or similar upgrade protection) from a previous Microsoft agreement, mark the box below and provide your previous enrollment number and enrollment end date or Microsoft Open License Authorization Number and end date to your reseller for it to complete the applicable boxes at the top of the cover page of this enrollment.

For an explanation of the circumstances under which you may renew, see subsection 3(a) (Placing orders) of the Select Agreement.

☐

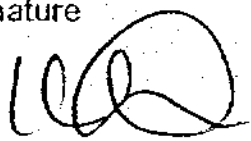
Yes, I am renewing Software Assurance.

Reseller Information Form

Use this form to identify your selected reseller and have your reseller complete the information below and acknowledge your selection by signing below.

Reseller Information:	
Reseller Company Name	Software Spectrum
Street address	2140 Meritt Drive
City and State/Province and Postal Code	Garland, TX 75041
Country	USA
Contact name	Kimberly Clark
Phone	972-864-3460
Fax	972-864-2825
Email address	Spectrummicrosoftdesk-NA@ softwarespectrum.com

The undersigned confirms that the Reseller information is correct.

Name of Reseller	Software Spectrum
Signature	
Printed name	Kimberly Clark
Printed title	Program Administrator
Date	3.14.05

Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement #: <small>(Reseller or Microsoft affiliate to complete)</small>	01560406	Company Name:	Software Spectrum
Enrollment # <small>(Microsoft affiliate to complete)</small>	4094746	Contact Name:	Kimberly Clark
Customer Contact Name:	Toni Fulton	Contact Email:	Spectrummicrosoftdesk-NA@softwarepectrum.com
		Contact Phone:	972.864.3160

At your option, Starter CD kits and CD-ROM subscriptions relating to your Select Enrollment (identified above) will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information (* indicates required information)	
Company Name *	Contact Name *
Franklin County	Kevin Scott
Street Address *	Contact Email Address *
1016 N 4th Ave	Kscott@co.franklin.wa.us
City and State / Province *	Contact Phone Number *
Pasco WA	509-545-3509
Country and Postal Code	Contact Fax Number
USA 99301-3706	509-546-5871

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit (media) in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and the related Select License Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com>.

☐ I want to receive a starter CD kit (media)

☐ I want to subscribe to receive kit updates.

☒ I do not want to receive a starter CD kit (media)

☒ I do not want to subscribe to receive kit updates

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

Media Shipping Information Form -- Starter CD Kit (Continued)

For each language and group you wish to receive, mark the corresponding box with an X

Language	Applications Pool					Systems Pool	Servers Pool	
	Office Family	Mapping *	Developer Tools	Training and Learning	Products for Macintosh	Windows Client Business	Windows Servers	Server Applications
English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
English/MultiLanguage	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arabic	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Brazilian Portuguese	<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chinese Simplified	<input type="checkbox"/>		<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
Chinese Traditional	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chinese Traditional Hong Kong/Pan-Chinese						<input type="checkbox"/>	<input type="checkbox"/>	
Czech	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Danish	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Dutch	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Finnish	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
French	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Hebrew	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Hungarian	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Italian	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korean	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Norwegian	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/>
Pan Chinese	<input type="checkbox"/>							<input type="checkbox"/>
Polish	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Portuguese	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Russian	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spanish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thai	<input type="checkbox"/>							<input type="checkbox"/>
Turkish	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Mapping Kit is not available for use in or shipment to, India, Morocco, Pakistan, China, Hong Kong SAR, Macau SAR, and Turkey

☐ = Not Available

FRANKLIN COUNTY RESOLUTION NO. 2005 088

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: MICROSOFT PRODUCTS PURCHASE AGREEMENT BETWEEN
FRANKLIN COUNTY INFORMATION SERVICES AND WASHINGTON
STATE DEPARTMENT OF INFORMATION SERVICES**

WHEREAS, the Franklin County Information Services Director requests the Boards approval to enter into an agreement with the Washington State Department of Information Services (DIS); and

WHEREAS, the agreement will allow Franklin County to purchase Microsoft software at a discounted price from DIS; and

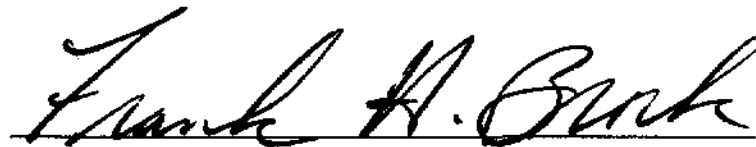
WHEREAS, said agreement will commence February 1, 2005 and end approximately May 31, 2005, as DIS indicated they will require another agreement to be signed; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Microsoft Products Purchase Agreement between Franklin County Information Services and Washington State Department of Information Services and authorizes the Chairman to sign said agreement on behalf of the Board.

APPROVED this 23rd day of February 2005.

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

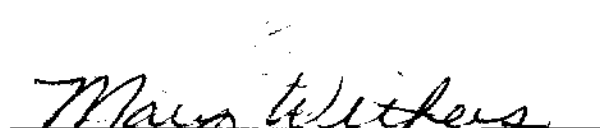


Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board
Robert E. Koch, Member

Originals: Auditor
Minutes
Information Services

cc: Prosecutor



Please return to:
DIS Technology Brokering Services
P.O. Box 42445, Olympia, WA 98504-2445
FAX: (360) 753-1673

MICROSOFT® PRODUCTS PURCHASE AGREEMENT

This Agreement is entered into by and between the Department of Information Services ("DIS"), an agency of Washington State, and Franklin County ("Customer"), a Washington State agency or political subdivision or public benefit nonprofit corporation. "Customer" includes all its members, officers, agents, contractors, representatives or employees.

This Agreement is one of three agreements that set forth Customer's rights and obligations with respect to purchasing Microsoft products. The other two agreements are the Microsoft Select 6.0 agreement ("Select") and the Enterprise 6.0 agreement ("EA"), as amended, between the MSLI, GP ("Microsoft" or "MS") and DIS. In addition, Microsoft's Product Use Rights ("PUR") document provides general use rights and restrictions for all MS products.

All Customers purchasing MS products will execute this Agreement, including the attached Agency Coordinator (required) and Authorized Purchaser (optional) forms. Customers purchasing any MS product under the Select agreement will also sign the Select Enrollment form. Customers purchasing MS products under the Enterprise agreement will also sign the Enterprise Enrollment form.

In consideration for the right to purchase MS products at deeply discounted prices negotiated by DIS, Customer agrees as follows:


1. Customer will submit all Select and EA Enrollment forms and all purchase orders for MS products directly to DIS.
2. Customer will comply with its obligations and the restrictions set forth in Customer's Enrollment Form(s).
3. Customer understands and acknowledges that Select and EA are not for personal/consulting services or any MS products with less than Level D pricing.
4. Upon DIS' request, Customer shall promptly submit all purchase orders required and, if applicable, EA True Up orders and Update Statements as required. Customer's failure to submit any such documents shall be grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.
5. The purchase price is **nonrefundable**. Under Select, Customer pays for the product in full at time of purchase and has the option of paying for Software Assurance ("SA") in full at time of purchase or in three (3) annual payments. Under EA, Customer pays for products and SA in three (3) annual payments. DIS will invoice either the full payment or the first annual payment to Customer as of the Enrollment effective date or time of purchase, as applicable. Second and third annual payments will be invoiced on the respective anniversaries. Under EA, the True-Up price listed per Qualified Desktop is a **one-time-only** payment.
6. Customer agrees to pay DIS in a timely fashion the agreed-upon price for all products and services received by Customer. Customer's failure to pay any such amount promptly when due shall be

grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase MS products through DIS.

The undersigned certifies that s/he has read, understands and agrees to the provisions herein and has the authority to bind Customer to a legal contract.

Approved

State of Washington
Department of Information Services

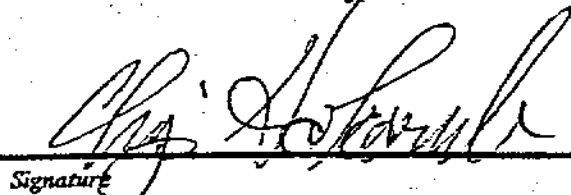

Signature

SCOTT SMITH
Print or Type Name

TBS MANAGER 4/5/05
Title Date

Approved as to Form

State of Washington
Office of the Attorney General

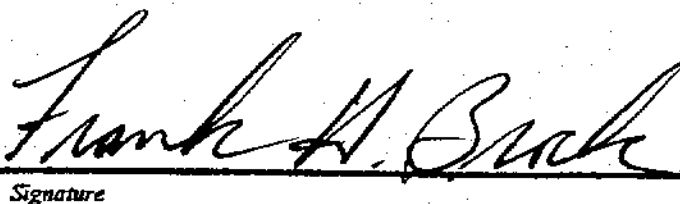

Signature

CHIP HOLCOMB
Print or Type Name

SENIOR COUNSEL 6/4/02
Title Date

Approved

Customer



Signature

Frank H. Brock
Print or Type Name

Chairman 2/23/05
Title Date

Approved as to Form

Franklin County


Signature

Ryan E. Verhulp
Chief Civil Prosecutor

AGENCY COORDINATOR (required)

The individual(s) listed below has read and understands the obligations set forth in the attached **Microsoft Products Purchase Agreement**, and will be responsible for coordinating all activity for Microsoft ("MS") products between Customer and DIS. The MS Agency Coordinator(s) is responsible for the accurate accounting of all of Customer's MS products purchased from DIS.

This form, once properly completed and returned to DIS, will enable the MS Agency Coordinator(s) to purchase MS products by any means authorized by Customer. An MS Agency Coordinator may authorize other personnel within Customer's organization to purchase MS products from DIS by means of a properly executed **Microsoft Products Authorized Purchaser** form. However, the purchase of MS products by personnel other than an MS Agency Coordinator in no way relieves an MS Agency Coordinator of his/her responsibility to accurately account for all MS products purchased from DIS.

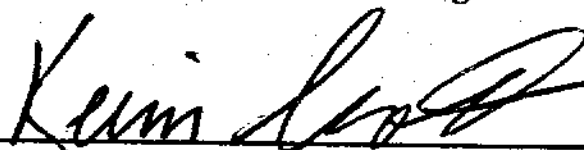
Customer is responsible for maintaining the accuracy of the MS Agency Coordinators' contact information provided to DIS. Updated contact information can be emailed or faxed to DIS by the person who has executed the **Microsoft Products Purchase Agreement**.

CUSTOMER NAME: FRANKLIN COUNTY

DIS Customer Agency/ Sub-Agency Number: 8110-0 (required)

Signature of the person who executed the "Microsoft Products Purchase Agreement" on behalf of Customer:

Kevin Scott

**(Required) MICROSOFT
AGENCY COORDINATOR**

Name: Kevin Scott

Telephone Number: 509-545-3509

Address: 1016 North 4th Avenue

City/Zip: Pasco, WA 99301-3706

Mail Stop: _____

Fax Number: 509-546-5871

Internet Address: kscott@co.franklin.wa.us

Signature: 

**(Optional) BACKUP MICROSOFT
AGENCY COORDINATOR**

Name: Toni Fulton

Telephone Number: 509-545-3509

Address: 1016 North 4th Avenue

City/Zip: Pasco, WA 99301-3706

Mail Stop: _____

Fax Number: 509-546-5871

Internet Address: tfulton@co.franklin.wa.us

Signature: 

AUTHORIZED PURCHASER (optional)

This form is optional and is to be completed only after Customer has appointed an **Agency Coordinator** for purchasing Microsoft Products.


Having provided the signature of the MS Agency Coordinator in the space provided, the individual listed below will be authorized to purchase MS software products from DIS by any means authorized by Customer. As a MS Products Authorized Purchaser ("MS Authorized Purchaser"), it is the responsibility of the individual identified below to report all new purchases of MS software products to the MS Agency Coordinator to ensure that an accurate count of all products purchased can be maintained by Customer.

CUSTOMER NAME: *(please print)* FRANKLIN COUNTY

DIS Customer Agency/ Sub-Agency Number: 8110-0 *(required)*

Name of Microsoft Agency Coordinator: *(please print)* Kevin Scott

Signature of Microsoft Agency Coordinator: 

MICROSOFT AUTHORIZED PURCHASER	
Name:	<u>Kevin Scott</u>
Telephone Number:	<u>509-545-3509</u>
Address:	<u>1016 North 4th Avenue</u>
City/Zip:	<u>Pasco, WA 99301-3706</u>
Mail Stop:	<u></u>
Fax Number:	<u>509-546-5871</u>
Internet Address:	<u>kscott@co.franklin.wa.us</u>
Signature:	<u></u>

FRANKLIN COUNTY RESOLUTION NO. 2005 089

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND LFI INTERNATIONAL TO SET UP AND PROVIDE OUTDOOR AERIALS JULY 1, 2005 AND PERFORM SHOWS THROUGHOUT THE DAY JULY 2-4, 2005 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND 'OLE FOURTH

WHEREAS, LFI International agrees to set up and provide outdoor aerials July 1, 2005 and perform shows throughout the day July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$15,700, plus two (2) hotel rooms; and

WHEREAS, a deposit of \$7,850 is required upon complete execution of said agreement, with final payment of \$7,850 made promptly upon ascertainment and verification by the County upon completion of test prior to actual performances under said agreement; 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 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 between Franklin County and LFI International to set up and provide outdoor aerials July 1, 2005 and perform shows throughout the day July 2-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$15,700, plus two (2) hotel rooms.

APPROVED this 23rd day of February 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
LFI International

cc: Accounting Department
County Administrator File
County Administrator - Invoice

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **LFI International**, 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 shall set up and provide outdoor aerals, July 1, 2005 and perform shows throughout the day July 2-4, 2005 in connection with the project designated Grand 'Ole Fourth.

Scope Of Services

The Contractor agrees to perform the services, identified on 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 the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor perform all services and provide all work product required pursuant to this agreement July 1-4, 2005.

Payment

The Contractor shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$15,700.00, plus two (2) hotel rooms July 1-4, 2005, without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. A deposit of \$7,850 shall be paid upon complete execution of this Agreement and the final payment of \$7,850 will be made promptly upon ascertainment and verification by the County upon completion of test prior to actual 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 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

2005 089

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.

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.
- c. In the event that the Contractor terminates this agreement on or after May 1, 2005, for no fault of Franklin County or TRAC, Franklin County shall be refunded any and all deposit funds paid to Contractor within (10) business days.

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:

Tamy Mosbrucker
LFI International
13221 SE 26th Street, Suite H
Bellevue, WA 98005

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. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. 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 23rd day of FEB., 2005.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: LFI International

Frank H. Brock
Frank H. Brock, Chairman

By: Tamy Mosbrucker

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

Signature: Tamy Mosbrucker

Robert E. Koch
Robert E. Koch, Member

Title: Account Executive

ATTEST BY:

Approved as to form:

Mary Withers
Clerk of the Board

Ryan E. Verhulp
Ryan E. Verhulp,
Chief Civil Prosecutor

Franklin County Resolution Number 2005-089

Exhibit "A"

Page 1 of 4

**LFI INTERNATIONAL
LASER EQUIPMENT & TECHNICIAN RENTAL AGREEMENT**

This Laser Show Event Agreement ("Agreement") is entered into as of the 28th day of February, 2005, between Greenco LLC dba Laser Fantasy International, a Washington Limited Liability Company ("LFI") of 13221 SE 26th St. Suite H, Bellevue, WA 98005 USA, and, Grand 'Ole Fourth, 1016 North 4th Pasco, WA 99301 ("Client"). Collectively referred to as the "Parties".

In consideration of the mutual promises, conditions, and provisions contained in this Agreement, the parties agree as follows:

1. **SERVICE.** LFI agrees to supply laser equipment and technicians as specified in Exhibit A.
2. **RATES, CHARGES, TAXES & EXEMPTIONS.** Client shall pay to LFI the sum of \$15,700.00 US Dollars "Rate". 50% (\$ 7,850.00) upon execution of this Agreement and the final 50% (\$ 7,850) after set up and test on site prior to commencement of first show. Interest at 1½ % per month will be charged on accounts past due. All the expenses listed in the Exhibit A will be billed on invoice net 15 days.
3. **CLIENT SUPPORT.** It is agreed that LFI requires the support specified in Exhibit A in order to provide the services contemplated by this Agreement. If Client fails to provide such support it agrees to pay LFI the full Rate together with any associated expenses. No warranty is expressed or implied with respect to the client provided facilities including but not limited to the building, electrical supply, safety precautions, lighting or other client supplied support.
4. **SECURITY.** The parties recognize that as laser equipment is potentially dangerous no unauthorized person should have access to LFI equipment. LFI warrants that it will use equipment suitable for public viewing and that it complies with FDA regulations.
5. **GOVERNMENT REQUIREMENTS AND NOTIFICATIONS.** Client recognizes that LFI is required to conform to the standards and conditions contained in FDA and state and local regulations regarding the laser show services provided to Client. Client warrants that it will not interfere with such compliance by LFI and shall not require LFI to deviate from the designated safety practices for laser light shows, including the standards and practices of the International Laser Display Association. LFI undertakes to comply with state and local agency regulations and to provide them with timely notifications.
6. **ACCESS TO PREMISES.** Client warrants that it is authorized to grant to LFI and agents, the right to free access to the premises for the set up, testing and removal of equipment as contemplated by this Agreement.
7. **INSURANCE.** Client shall provide its own comprehensive general liability insurance. LFI will add Grand Ole' Fourth, Franklin County Administrator as additionally insured.
8. **CANCELLATION.** Client understands that LFI must expend substantial time and effort to provide the services to Client at the location(s) specified in Exhibit A, which may include computer programming, manufacturing, modifying or configuring equipment, preparation and transportation of equipment in Exhibit A. All cancellations must be received by LFI in writing. In the event of a cancellation received by LFI less than sixty (60) days but more than thirty (30) days before the earliest performance or provision date specified in Exhibit A, LFI shall retain the 50% deposit due upon execution hereof. In the event of a cancellation received by LFI thirty (30) days or less before the earliest performance or provision days specified in Exhibit A, LFI shall be entitled to the entire CP specified above.
9. **FORCE MAJEURE.** In the event that the services cannot be provided by LFI to the Client by reason an incident not the fault of, or under the control of either party, then the show shall be cancelled and reschedule as mutually convenient.
10. **GOVERNING LAW.** This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of Washington, without regard to its conflicts of law provisions. Where service terms and conditions are regulated by a state agency or the FDA the applicable regulations are available for inspection. If there is any inconsistency between the Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.
11. **ARBITRATION.** All disputes arising under this Agreement shall be submitted to the American Arbitration Association ("AAA") for final and binding arbitration. The prevailing party shall be entitled to attorney's fees and costs in addition to any other relief.

Franklin County Resolution Number 2005-089

Exhibit "A"

Page 2 of 4

**LFI INTERNATIONAL
LASER SHOW EVENT AGREEMENT (CONT.)**

12. **INDEMNIFICATION.** Client shall indemnify, defend, and hold harmless LFI and its officers, directors, employees, and agents from any actions, causes of action, claims, demands, liabilities, losses, judgments, damages, expenses and charges of any kind or nature including interest, attorneys' fees and other costs, which LFI may incur, sustain, or become subject to resulting from injury to persons or damage to property to the extent caused by the direct negligence of Client, its officers, directors, employees, agents or sub-contractors or by reason of any claim/s arising out of Clients breach of any provision, warranty or representation of this Agreement.
13. **WARRANTY.** LFI warrants that the service will be provided in a manner using the reasonable care and skill of a competent laser show services provider. EXCEPT AS PROVIDED ABOVE, LFI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING EQUIPMENT OR THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT AND WARRANTIES ARISING OUT OF USAGE OF TRADE OF COURSE OF DEALINGS. LFI DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CLIENT SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. The signatories hereunder further warrant that they are duly authorized to act and are authorized to execute this Agreement and bind the named Parties.
14. **ENTIRE AGREEMENT, WAIVER AND INVALIDITY** This Agreement sets forth the entire agreement between the parties, superseding any and all prior verbal or written communications with respect to the subject matter and the terms hereof, and may be altered, modified or changed only by a writing signed by the Parties.
15. **PHOTOGRAPHY.** LFI reserves the right to photograph (still or video) the services performed for its own use.
16. **ASSIGNMENT.** Client shall not assign its rights or obligations under this Agreement without the prior written consent of LFI.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by persons authorized to contractually bind them as of the date first written above.

LFI INTERNATIONAL

GRAND 'OLE FOURTH

By: _____

By: _____

Name TAMY MOSBRUCKER

Name _____

Title: ACCOUNT EXECUTIVE

Title: _____

Franklin County Resolution Number 2005-089
Exhibit "A"
Page 3 of 4

EXHIBIT A TO CONTRACT FOR LASER SHOW

1. **Event name:** Grand Ole' Fourth Celebration
2. **Location/Premises:** 6600 Burden Blvd – Pasco, WA 99301-9040
3. **Authorized Client Representative:**
 - (a) Name: Dan Blasdel
 - (b) Address: 1016 N. Fourth Avenue, Pasco, WA 99301-3706
 - (c) Telephone Number: 509-545-3578
 - (d) Fax Number: 509-545-3573
4. **Authorized LFI Representative:** Tamy Mosbrucker
5. **Laser Safety Officer:** Roberta McHatton
6. **Date(s) and Time(s) of Installation:** July 1, 2, 3, 4, 2005
7. **Length of Desired Display:** Outdoors – from dark to midnight Indoors – daily, times to be determined
8. **Total Days of Technical Services:**
July 1st – 4th set up and provide outdoor aerials, July 1st set up with shows beginning on July 2nd, 3rd, & 4th.
9. **Laser Equipment to be used:** One (1) I-1000 laser system (1) air-cooled Rainbow projector
(1) I-2000 SpaceCase® for outdoor aerials
10. **Playback Source to be used:** ADAT
11. **Client Support to be provided:**
 - (a) ALL POWER MUST BE IN PLACE **BEFORE** LASER FANTASY ARRIVES ON SITE. POWER MUST BE RUN TO WITHIN 10 FEET OF LASER PROJECTOR. 6- 110 volt 20 amp circuits in arena. Outdoor laser 30 amp single phase no water.
 - (b) COLD WATER LINES MUST BE IN PLACE **BEFORE** LASER FANTASY ARRIVES ON SITE. N/A= Not applicable as all systems are air-cooled and/ or will be complete with heat exchangers.
 - (c) Set-up Personnel: LFI to provide one (2) technicians to operate the systems
 - (d) Scaffolding: 30' for either side of screen – x2 @ 30' scaffolding

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Franklin County Resolution Number 2005-089

Exhibit "A"

Page 4 of 4

EXHIBIT A TO CONTRACT FOR LASER SHOW

(e) Sound System/PA: **provided by client LFI to provide xlr feeds**

(f) Equipment Transportation Logistics: LFI to truck gear to site.

(g) LFI Personnel Logistics: LFI to provide one technician for setup, rigging of the system and one programmer/performer for performance of the display.

(h) Other: LFI will need access to the pre-rig the system on July 1st, 2005

(i) Pipe and drape – any necessary to ensure a DARK venue to be provided by client.

(J) **LODGING FOR LFI EMPLOYEES DURING PRODUCTION STAY**
x 2 ROOMS (TN)

12. Description of Technical Services:

LFI to provide green laser beam projections from our I-2000 YAG SpaceCase outdoors from dark to midnight July 1-3 and during fireworks display on July 4th. LFI also to produce and provide multiple full color shows throughout the day on July 2nd - 4th times TBD, green aerial lasers will be provided in conjunction with these full color shows.

PRODUCTION SIGN OFF:*Robert McHaffey***TECHNICAL LEAD SIGN OFF:***Bud***CLIENT SIGN OFF:**

FRANKLIN COUNTY RESOLUTION NO. 2005 090

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND RIDE AND GLIDE BICYCLE STUNT TEAM TO PERFORM THREE SHOWS EACH DAY JULY 2-4, 2005 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND 'OLE FOURTH

WHEREAS, Brent Sprute, Owner, Ride and Glide Bicycle Stunt Team, agrees to perform three shows each day July 2-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$4,000;

WHEREAS, a deposit of \$2,000 is required no less than 45 days prior to the show and the balance to be paid on the day of the show; and

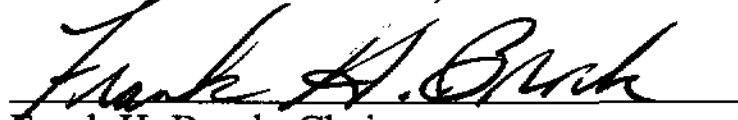
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of 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 between Franklin County and Ride and Glide Bicycle Stunt Team to perform three shows each day July 2-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$4,000.

APPROVED this 23rd day of February 2005.

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


Frank H. Brock, Chair


Neva J. Gorkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Ride & Glide Bicycle Stunt Team

cc: Accounting Department
County Administrator File
County Administrator - Invoice

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County** hereinafter referred to as **Franklin County**, and **Ride and Glide Bicycle Stunt Team**, 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 three (3) shows each day July 2-4, 2005 in connection with the project designated Grand 'Ole Fourth. Tentative show times will be 12:00 pm, 3:00 pm and 7:00 pm; actual show times will be determined by June 30, 2005.

Scope Of Services

The Contractor agrees to perform the services, identified on 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 the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 2-4, 2005.

Payment

The Contractor shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$4,000 without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. Contractor is responsible for hotel arrangements and payment for hotel.

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- 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 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.

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.
- c. In the event that the Contractor terminates this agreement on or after May 1, 2005, for no fault of Franklin County or TRAC, Franklin County shall be refunded any and all deposit funds paid to Contractor within (10) business days.

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

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

Brent Sprute, Owner
Ride and Glide Bicycle Stunt Team
560 Paradise Lane
Edmonds, WA 98020

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.

2005 090

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

This Contract shall take effect this 23rd day of Feb, 2005.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: Ride and Glide Bicycle Stunt Team

Frank H. Brock
Frank H. Brock, Chairman

By: Brent Sprute

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

Signature: Brent Sprute

Robert E. Koch
Robert E. Koch, Member

Title: Owner

ATTEST BY:

Approved as to form:

Mary Withers
Clerk of the Board

Ryan E. Verhulst
Ryan E. Verhulst
Chief Civil Prosecutor

2005 090

Ride and Glide Bicycle Stunt Team

560 Paradise Lane
Edmonds, WA 98020
Phone/Fax 425 673 1235
www.rideandglide.com

Engagement Agreement / Invoice

This agreement made this 30th day of December 2004 between Brent Sprute, Owner/Rider @ Ride and Glide Bicycle Stunt Team herein referred to as leader providing the services of bicycle stunt demos under the name of Ride and Glide Bicycle Stunt team and City of Pasco/ Franklin County (Via Paul Whitemarsh) Herein referred to as client.

Name and address of engagement – TRAC Facility – Pasco - Grand ole forth celebration. Pasco, WA.

Date of engagement. July 2nd 3rd and 4th 2005.

Type of engagement. Stunt Demos with focus on safety and exciting family entertainment.

Agreed price for performance to be paid to Brent Sprute/Ride and Glide Bicycle Stunt team. \$ 4,000 Four thousand dollars. Client will make payment as follows. Fifty percent Payment to be made no less then 45 days prior to show and balance to be paid day of show. (Checks made payable to Brent Sprute) The 50% deposit is non-refundable and will guarantee your date.

Additional Provisions: Client will provide an outlet for the teams PA and meet proper space/grounds requirements. Hard flat surface (blacktop or concrete is ideal) 120'x14'. Indoor requires no less then 15' ceilings. Client to indemnify and further hold harmless, leader.

Leader executes this agreement as an independent contractor and shall at all times have complete supervision, direction, and control over the services on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements.

Both parties are in agreement to the terms of this engagement agreement. Signed this 4th day of Feb, 2005.



Brent Sprute - Owner Ride and Glide Bicycle Stunt team

Paul Whitemarsh – City of Pasco / Franklin county (Pasco grand old fort celebrations)

FRANKLIN COUNTY

RESOLUTION NO. 2005 091

**BEFORE THE BOARD OF COMMISSONERS OF FRANKLIN COUNTY,
WASHINGTON;**

**IN THE MATTER OF APPOINTMENT OF TODD SAMUEL TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position B-25 which represents Post Secondary Education on the Benton-Franklin Workforce Development Council is vacant since resignation of Karen Segren, and

WHEREAS, Todd Samuel, Instructor/Group Manager, City University, 303 Bradley Blvd., Suite 202, Richland, WA 99352, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-25 Post Secondary Education;
NOW, THEREFORE,

BE IT RESOLVED that Todd Samuel is hereby appointed, as of February 1, 2005, to fill Position B-25, which represents Post Secondary Education, said term expiring on June 30, 2007.

Dated

Feb. 23, 2005

Attest:

Mary Withers
Clerk to the BoardFrank A. Brock
Chairman of the BoardSteve Carlson
MemberPatton
Member

Constituting the Board of Commissioners of
Franklin County,
Washington

FRANKLIN COUNTY DISABILITY BOARD

Franklin County Courthouse
1016 N. 4th Avenue
Pasco, WA 99301
509-545-3521

February 17, 2004

Franklin County Commissioners
Franklin County Courthouse
1016 N. 4th Avenue
Pasco, WA 99301

Re: Long Term Care Costs for LEOFF 1 Members

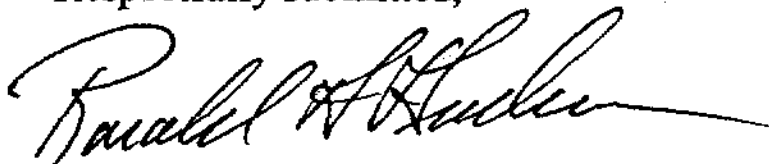
Dear County Commissioners:

The Franklin County Disability Board, once again feels that it is necessary to address the concerns regarding the possibility of any LEOFF 1 member entering a nursing home and the potential costs of this long-term care. Although we have long term care coverage for all but two LEOFF 1 members, this coverage is limited and will not cover all of the costs for nursing home care.

In April of 1998, the Disability Board recommended establishing an initial \$10,000 reserve account and each year adding funds to this account in hopes of alleviating some of the financial burden if nursing care is required. This was again addressed in August of 2003 with a recommendation that the County Commissioners authorize establishment of an account for coverage of potential long-term care liabilities, said account to be in the amount of \$10,000, with the minimum sum of \$5,000 added to the account each year, until the account reached at least \$50,000.

The Disability Board is fully aware that any long-term care costs will have to be paid regardless of the existence of a reserve account, but once again we are asking for your consideration to establish this account. The Board feels that the responsibility for covering long-term care costs for LEOFF 1 members could involve a considerable financial outlay for the County, and all efforts should be made to prepare for that responsibility.

Respectfully submitted,



Ron Anderson
Chairman, Franklin County Disability Board

cc: Fred Bowen, County Administrator

FRANKLIN COUNTY RESOLUTION NO. 2005-092

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: CONSULTING AGREEMENT BETWEEN FRANKLIN COUNTY AND
PAPERLESS BUSINESS SOLUTIONS, INC.**

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 Consulting Agreement between Franklin County and Paperless Business Solutions, Inc., is hereby approved by the Board.

APPROVED this 23rd day of February, 2005.

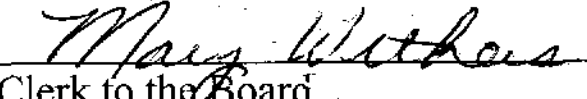
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Approved as to form:

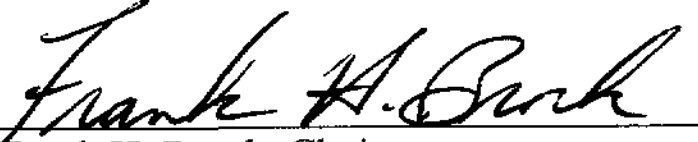


Ryan Verhulp, Deputy Prosecutor


Attest:



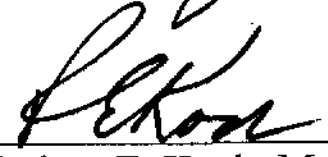
Clerk to the Board



Frank H. Brock, Chairman



Neva J. Corkrum, Member



Robert E. Koch, Member

Consulting Agreement

This Consulting Agreement ("Agreement") is entered into by Franklin County, located at 1016 N. 4th Ave., Pasco, WA. 99301, ("Client") and Paperless Business Systems, Inc. ("Consultant" or "PBS"), located at 1511 Third Avenue, Suite 433, Seattle, WA 98101, (collectively, "Parties") and shall be effective when signed by both Parties on the later date it is signed ("Effective Date").

paperless
business systems

elephants & ants
A Division of Paperless Business Systems, Inc.

1. Services: Subject to the terms of this Agreement, Consultant will provide Software Asset Management consulting services in substantial accordance with the Franklin County Providing Software Asset Management Services Proposal and Cost Estimate ("Proposal") attached hereto and incorporated herein by this reference (collectively, the "Services"). The scope of Services may be adjusted based on the requirements of Client. The Services will be provided at mutually agreeable dates and times, which will vary depending on the requirements and availability. Consultant's normal hours of operation are between 9:00 a.m., and 6:00 p.m., Pacific Standard Time, excluding PBS holidays and weekends. Turn around time may vary. Services do not include expenses for hardware, software, or other third party charges.

2. Rates and Payment: Except as other provided in the attached Proposal or subsequent signed work orders, Client agrees to pay Consultant for Services that arise out of this Agreement at the hourly rate of One Hundred (\$100), not to exceed a total of \$5000.00 without agreement of all parties. Telephone consultation is billed in 15-minute increments. Any estimates provided by Consultant will be based on good faith estimates, but are non-binding. Client shall pay Consultant for changes to assignments and reimburse Consultant for any pre-approved out of pocket expenses incurred in performing the Services. Invoices are due and payable within ten days of invoicing. Any license or right to the Services, work product and/or intellectual property of Consultant is conditional upon and subject to Client remaining current on all outstanding invoices. Checks shall be made payable to Paperless Business Systems, Inc. and sent to the address above. All sales are final. Upon termination or cancellation, Client shall pay Consultant any amounts then due based on Services performed through the date notice of termination or cancellation is received. The amount due shall be based on all hours worked at the above rates and expenses incurred as of the date such notice is received.

3. Default in Payment: Client will be liable for a late fee of one and one-half percent (1.5%) per month (or, if less, the maximum rate permitted by law) on any balance remaining unpaid for more than thirty (30) days after invoicing. In any proceeding or action arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred.

4. Term and Termination: This Agreement shall be in force for an initial term of one year from the Effective Date, and on each anniversary thereafter will automatically renew for successive one year terms. This Agreement may be terminated at any time on written notice to the other Party sent to the address above. Sections 2, 3 and 5 through 14 shall survive the termination of this Agreement.

5. Independent Contractor: In performing services under this Agreement, Consultant is acting as an independent contractor and neither party may make any commitments in the name of the other party unless authorized in writing. From time to time, Consultant may use subcontractors or independent contractors ("Contractors") in fulfilling its services under this Agreement only with the express written approval of Client. In such case, the Contractors shall be responsible for any necessary fees and expenses in running their business, including but not limited to, business licenses, income taxes, self-employment taxes, FICA, FUTA, B&O, sales taxes, excise taxes or other similar taxes set forth by any governmental authority.

6. Limitation of Liability: PBS does not warrant that its Services will be error-free, or will operate without interruption or will be compatible with all equipment or software configurations. Nor does PBS warrant that its Services will meet any requirements that are not documented and signed by PBS. PBS is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which its Services are used, nor is PBS responsible for problems which occur as a result of the use of its Services in conjunction with software of third parties or with hardware which is incompatible with the operating system for which they are being procured. PBS offers no express or implied warranty guaranty for its Services or any software and documentation it provides to Client. PBS SPECIFICALLY DISCLAIMS ANY WARRANTIES FOR ITS SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS ON CERTAIN IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO CLIENT. CLIENT MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION. IN NO EVENT, INCLUDING NEGLIGENCE, SHALL PBS, OR ITS DISTRIBUTORS OR DEALERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (WITHOUT LIMITATION, LOST PROFITS OR LOST DATA), ARISING OUT OF THIS LICENSE, EVEN IF PBS HAS BEEN ADVISED OF OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF

Consulting Agreement

LIABILITY. NOR SHALL THE TOTAL LIABILITY OF PBS AND ITS DISTRIBUTORS AND DEALERS UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.

7. Indemnity: Consultant agrees to indemnify, defend and hold Client harmless for all claims and liability arising out of Consultant's infringement or alleged infringement by Consultant on the rights of third parties. Client agrees to indemnify, defend and hold Consultant harmless for all claims and liability arising out of Client's use or misuse of Consultant's work product or Services, including use that infringes or allegedly infringes on the rights of third parties.

8. Assignment: This Agreement shall not be assigned without the prior written consent of the other Party, which consent will not be unreasonably withheld.

9. Recruitment of Personnel: During the term of this Agreement and for a period of one year thereafter, Client shall not knowingly solicit the employment of any employee or contractor of Consultant with whom Client has had contact with under this Agreement without the express written permission of Consultant.

10. Representations: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings regarding such subject matter. Client expressly agrees and acknowledges that in determining to enter into this Agreement, Client did not rely on any representation or warranty by anyone other than those expressly set forth in this Agreement. This Agreement may not be modified or altered except by written instrument signed by both Parties. The failure by a party to enforce any rights hereunder shall not be construed as a waiver.

11. Severability: If a court of competent jurisdiction deems one or more provisions of this Agreement void or unenforceable, the balance of this Agreement shall be valid and enforceable.

12. Governing Law: This Agreement shall be construed under the laws of the State of Washington without regard to its choice of law rules and any action or claim brought under this Agreement shall be filed exclusively within the jurisdiction of King County, Washington.

13. Force Majeure: If the performance of this Agreement is interfered with by reason of fire, casualty, accident, labor dispute, demand or requirement of any government agency, or any other act beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance during such interference.

14. Additional Terms: A fax copy of this Agreement (including signatures) shall be binding as though it were an original. This Agreement may be executed in counterparts

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as follows:

CLIENT:

Frank H. Brock
(Signature)

Frank H. Brock
(Name Printed)
Chairman, Franklin County
~~Board of Commissioners~~
(Title)

2-23-2005
(Date)

Paperless Business Systems, Inc.:

Randy Pape
(Signature)

RANDY PAPE
(Name Printed)

CEO
(Title)

2/23/05
(Date)

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Loren Stangeland	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: February 23, 2005	Execute Contract	Public Hearing X
Subject: SP-2005-01 to Short Plat 35.44 acres into 4 lots.	Pass Resolution X	1st Discussion
22.54	Pass Ordinance	2nd Discussion
Prepared By: Jerrod MacPherson	Pass Motion X	Other: <i>Preliminary Approval</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

The applicant has applied to Short Plat 22.54 acres into four (4) lots. As proposed, Lot's #1 and #2 are each 6.27 acres in size and Lot's #3 and #4 are 5.0 acres in size respectively. The property is zoned Medium Industrial (I-2).

The property is located north of Pasco, south of Selph Landing Road, west of Glade North Road, at the southwest intersection of Glade North Road and Selph Landing Road. (Parcel ID # 124-250-122).

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

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

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

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;

Action Summary
L. Stangeland – February 23, 2005
Page Two

- 6). The public use and interest will be served by permitting the proposed divisions of land;
- 7). Subdivision improvements are not required for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

AGENCY COMMENTS/CONDITIONS OF APPROVAL:

General Comments:

1. **E-911 Coordinator:** No comments.
2. **SCBID:** No comments.
3. **GIS/Assessor:** No comments.

Conditions of Approval:

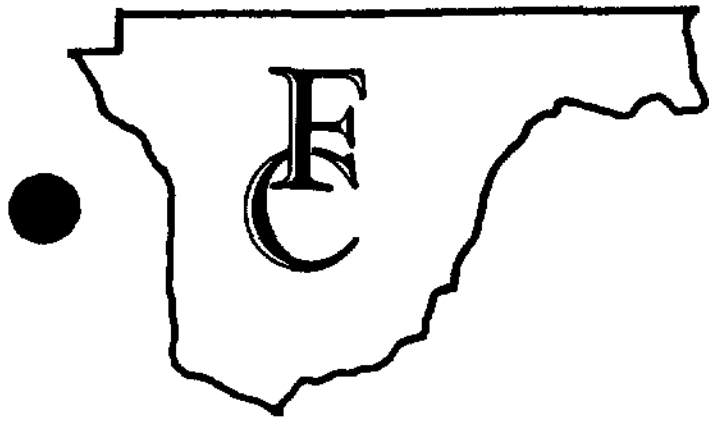
1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated January 31, 2005). This includes the standard that public water supplies will be required for all businesses.
2. **Big Bend REA:** Meet the requirements of the Big Bend REA.
3. **Public Works:**
 - a. The records we have show that there is 40 feet of right of way each side of the centerline of Selph Landing Road, not 30 as the plat shows. Because of this, we are unable to check closures for Lots 1, 2 and the boundary of the plat. This also creates a small triangle in the northeast corner of the owner's property that needs to be addressed;
 - b. All right of way shall be shown on the plat as dedicated;
 - c. Due to Glade North Road being a high volume, high-speed major collector and the location of the plat to the intersection with Selph Landing, access to Lots 3 and 4 shall share an approach to Glade North. There shall be an easement shown on the plat to accommodate this approach. A 20 foot by 20 foot easement should be adequate;
 - d. Add the following notes to the plat: 1) Approach permits are required for any new approaches onto County roads; and 2) Access for Lots 3 and 4 onto Glade North Road is limited to the Access Easement as shown on the plat. Access to Lot 2 shall only be allowed onto Selph Landing Road.

*Action Summary**L. Stangeland – February 23, 2005**Page Three*

4. **Burn Control/Code Enforcement Officer (Fire Code Official):** Because of the response time from the fire district for fire suppression in this area, the following shall be required for all new structures on either lot: "That there shall be for all structures, a twenty-five (25) foot separation from front and rear property lines, twenty-foot (20') separation from side property lines and fifteen-foot (15') separation between structures. The structure separation could change depending on the structures use and/or be adjusted with an approved firewall construction. **This separation shall be placed on the face of the plat.**
5. **USBR:** Applicant shall meet and comply with the requirements of the United States Bureau of Reclamation. Specifically, see the letter written to the Planning Department dated February 9, 2005 for requirements.
6. **Fire District # 3:** When the lots are developed there needs to be an adequate access road from Glade North or Selph Landing for fire apparatus.
7. **Franklin County Planning Department:**
 - a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
 - b. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Benton-Franklin Health Department, Big Bend Electric, South Columbia Basin Irrigation District, USBR, County Treasurer, Chairman-Board of County Commissioners.
 - c. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

MOTION

Grant preliminary approval of Short Plat 2005-01 subject to the seven (7) findings of fact and seven (7) conditions of approval.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 093

PRELIMINARY APPROVAL

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

RE: SP 2005-01, an application to Short Plat 22.54 acres into four (4) lots. As proposed, Lot's #1 and #2 are each 6.27 acres in size and Lot's #3 and #4 are 5.0 acres in size respectively. The property is zoned Medium Industrial (I-2). The subject property is described below:

APPLICANT: Loren Stangeland, 1911 Selph Landing Road (PO Box 2791), Pasco, WA 99301.

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

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

- 1). The proposed lots do conform to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision does contribute to the orderly development and land use patterns in the area;
- 3). The proposed lots are served with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land is not required to be dedicated for public right-of-way;
- 5). Utility and irrigation easements are required to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest will be served by permitting the proposed divisions of land;
- 7). Subdivision improvements are not required for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

2005 093

RESOLUTION NUMBER _____

Preliminary Approval

SP-2005-01- February 23, 2005

Page Two

CONDITIONS OF APPROVAL:

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated January 31, 2005). This includes the standard that public water supplies will be required for all businesses.
2. **Big Bend REA:** Meet the requirements of the Big Bend REA.
3. **Public Works:**
 - i. The records we have show that there is 40 feet of right of way each side of the centerline of Selph Landing Road, not 30 as the plat shows. Because of this, we are unable to check closures for Lots 1, 2 and the boundary of the plat. This also creates a small triangle in the northeast corner of the owner's property that needs to be addressed;
 - ii. All right of way shall be shown on the plat as dedicated;
 - iii. Due to Glade North Road being a high volume, high-speed major collector and the location of the plat to the intersection with Selph Landing, access to Lots 3 and 4 shall share an approach to Glade North. There shall be an easement shown on the plat to accommodate this approach. A 20 foot by 20 foot easement should be adequate;
 - iv. Add the following notes to the plat: 1) Approach permits are required for any new approaches onto County roads; and 2) Access for Lots 3 and 4 onto Glade North Road is limited to the Access Easement as shown on the plat. Access to Lot 2 shall only be allowed onto Selph Landing Road.
4. **Burn Control/Code Enforcement Officer (Fire Code Official):** Because of the response time from the fire district for fire suppression in this area, the following shall be required for all new structures on either lot: "That there shall be for all structures, a twenty-five (25) foot separation from front and rear property lines, twenty-foot (20') separation from side property lines and fifteen-foot (15') separation between structures. The structure separation could change depending on the structures use and/or be adjusted with an approved firewall construction. **This separation shall be placed on the face of the plat.**
5. **USBR:** Applicant shall meet and comply with the requirements of the United States Bureau of Reclamation. Specifically, see the letter written to the Planning Department dated February 9, 2005 for requirements.
6. **Fire District # 3:** When the lots are developed there needs to be an adequate access road from Glade North Road or Selph Landing Road for fire apparatus.

RESOLUTION NUMBER 2005 093

Preliminary Approval
SP-2005-01- February 23, 2005
Page Three

7. Franklin County Planning Department:

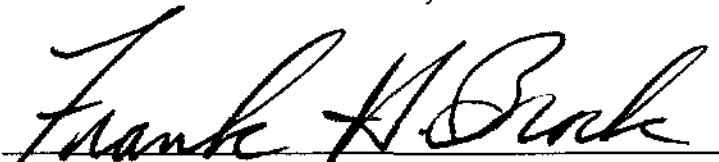
- i. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- ii. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Benton-Franklin Health Department, Big Bend Electric, South Columbia Basin Irrigation District, USBR, County Treasurer, Chairman-Board of County Commissioners.
- iii. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

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


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

SIGNED AND DATED THIS 23rd DAY OF FEBRUARY 2005.

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

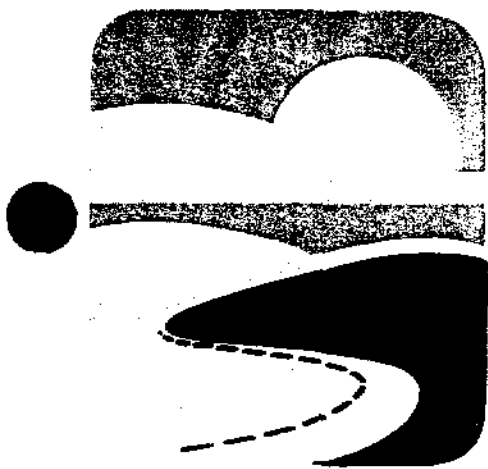

CHAIRMAN


CHAIR PRO TEM


MEMBER

ATTEST:


Clerk 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 23, 2005
TF-05-016

TO: Board of County Commissioners
Franklin County, Washington

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

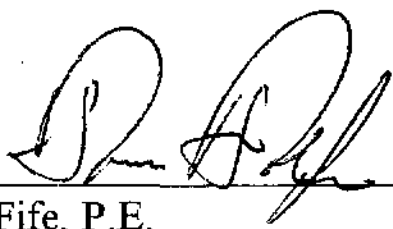
SUBJECT: Motor Grader Bid Award

Attached please find a Bid Tabulation and staff recommendation to award the February 14, 2005 Motor Grader Bid to Rowand Machinery. They clearly have the lowest responsive "Total Cost Bid".

Therefore, we are recommending the bid be awarded to Rowand Machinery for the purchase of one Motor Grader for a total purchase price of \$52,796.25, including sales tax and trade-in.

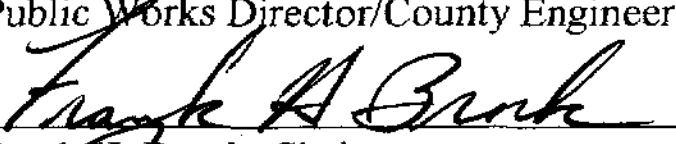
Dated this 23 day of February, 2005.

Recommended:

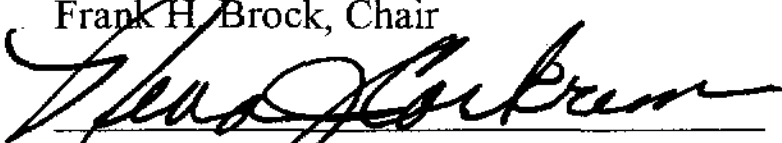


Tim Fife, P.E.
Public Works Director/County Engineer


Approved:



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

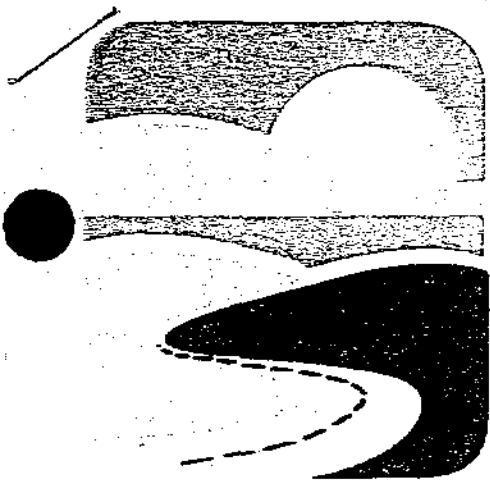


Robert E. Koch, Member

Attest:



Clerk of the Board



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: February 16, 2005
TO: Tim Fife
FROM: Darrel Farnsworth
SUBJECT: Motor Grader

We received two bids for our motor grader. Rowand Machinery was by far the best bid. I'm recommending the county purchase a John Deere and accept Rowand Machinery's bid. With trade-in and sales tax total bid is \$52,796.25. With a guaranteed repurchase price of \$123,000.00 on the new grader.

Thank you,

Darrel Farnsworth

**FRANKLIN COUNTY
NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing for adopting a special ordinance providing maximum speed limits on various Franklin County gravel roads. The ordinance is as stated below.

A SPECIAL ORDINANCE PROVIDING MAXIMUM SPEED LIMITS ON VARIOUS FRANKLIN COUNTY GRAVEL ROADS; PROVIDING PENALTIES FOR VIOLATIONS; AND PRESCRIBING AND AFFECTING A PROPER DATE.

WHEREAS, RCW 46.61.415 allows local authorities in their respective jurisdictions to determine, on the basis of an engineering and traffic investigation, that the maximum speed permitted under RCW 46.61.400 or RCW 46.61.440 is greater than or less than is reasonable or safe for conditions found to exist upon a road or part of a road; and

WHEREAS, due to public health and safety concerns related to extreme dusty conditions on county gravel roads an engineering and traffic investigation by the Franklin County Road Engineer has led to the determination by the Board of County Commissioners of Franklin County that the maximum speed limits on various gravel county roads be changed; and

WHEREAS, provided these locations are posted with signs in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices; and

WHEREAS, it is the duty of the County Road Engineer to erect and maintain traffic control signs which require a specific list of the maximum speed limits to make effective the provisions of this ordinance.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County, Washington, that this special ordinance providing maximum speed limits on various Franklin County Gravel Roads be adopted as follows:

SECTION 1: DEFINITIONS

For the purpose of this ordinance, the words and terms used shall have the same meaning as each has under Chapter 46.04 of the Revised Code of Washington.

SECTION 2: FRANKLIN COUNTY MAXIMUM SPEED LIMITS

ROAD NAME	ROAD NO.	SPEED LIMIT (MPH)	FROM	M.P.	TO	M.P.	TOTAL MILES
ALBANY ROAD	04470	35	BASIN HILL ROAD	0.00	N. WAHLUKE ROAD	5.29	5.29
ALDER ROAD	09160	35	SAGEMOOR ROAD	0.00	GLADE NORTH RD.	3.46	3.46
ALDER ROAD	09160	35	TAYLOR FLATS RD.	7.45	BIRCH ROAD	9.41	1.96
BIRCH ROAD	09220	35	GLADE NORTH RD.	0.00	TAYLOR FLATS RD.	3.97	3.97
BUFFALO ROAD	04790	35	BEGIN OF ROAD	0.00	END OF ROAD	4.05	4.05
CYPRESS DRIVE	09280	35	TAYLOR FLATS RD.	0.00	COTTONWOOD DR.	1.87	1.87
CHERRY DRIVE NORTH	09440	35	DOGWOOD ROAD	0.00	TAYLOR FLATS RD.	2.23	2.23
DAYTON ROAD	09190	35	ALDER ROAD	1.00	SAGEMOOR ROAD	3.00	2.00
DOGWOOD ROAD	09410	35	END OF PAVEMENT	3.98	CHERRY DRIVE NTH	4.94	0.96
FIR ROAD	09800	35	ELTOPIA WEST RD.	0.00	GLADE NORTH RD.	4.55	4.55
GREEN ACRES ROAD	04250	35	BEGIN OF ROAD	0.00	BUFFALO ROAD	7.13	7.13
HOOPER ROAD	06170	35	ELTOPIA WEST RD.	0.00	GARFIELD ROAD	3.40	3.40
HOPE VALLEY RD.	06130	35	FIR ROAD	0.00	HOOPER ROAD	3.02	3.02

SECTION 3: VIOLATION / PENALTIES

Any violation of this ordinance is a traffic infraction in RCW 46.63.020 and shall be punishable by imposition of a fine in accordance with RCW 46.63.110.

SECTION 4: SAVINGS CLAUSE

Should any article, section, or portion thereof of this ordinance be held to be unlawful and unenforceable by any court competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision.

SECTION 5: NOTICE

Any maximum speed as herein authorized shall be effective when appropriate signs giving notice thereof are executed.

This Ordinance shall supersede all previous ordinances or resolutions which conflict with any of the rules or regulations contained herein.

NOTICE IS FURTHER GIVEN that said proposed ordinance will be considered by the Board of County Commissioners of Franklin County, Washington, at a public hearing on March ¹⁶ 2005, at 9:45 a.m., in the Commissioners Meeting Room, of the Franklin County Courthouse Annex, 412 W. Clark, Pasco, Washington, and all concerned may appear and present any support for or objections to the application. JPB
EK JK

Copies of the ordinance are available at the Public Works Department, 3416 Stearman Avenue, Pasco, Washington, or by calling (509) 545-3514.

DATED at Pasco, Washington, on the 23 day of February, 2005.

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

Frank H. Brock
Frank H. Brock, Chair

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

Attest:

Mary Withers
Clerk of the Board

DEVIATION ANALYSISAgency: Franklin County Public Works DepartmentProject Title: Fox Hollow SubdivisionProject No.: N/AFed. Aid No.: N/A**1. Posted Speed Limit:**

25 mph

2. Physical Comparison:**(a) Standard Geometrics**

The standard roadway section for Road 94, Fox court, Merlot Drive and Maple Drive would be 60-foot Right-of-way and 40-foot wide road section as shown in the "Franklin County Design Standards, Appendix I-3 Minimum Roadway Section, Local Roads and Streets, Access roads (urban) – curb section".

(b) Deviation Geometrics

The proposed roadway section for Road 94, Fox court, Merlot Drive and Maple Drive is 60-foot Right-of-way and 38-foot wide road section.

(c) Discussion

The road width is proposed as 38-foot to comply with the City of Pasco standard road section. Based on discussions with the City of Pasco, this area could potentially be annexed into the City limits and would therefore be constructed to meet the City of Pasco road width standard.

3. Cost Comparison:

Construction cost is not an issue for this requested deviation.

4. Reason Standard cannot be achieved at this time:

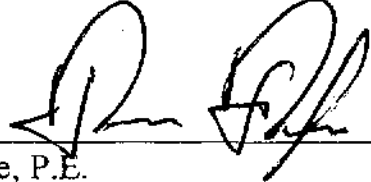
Franklin County standard road width is wider than the required City of Pasco road width. Although this project is within the County limits, it is my understanding that the County requirements are being reviewed and compared to the City standards to achieve uniformity. We also have been asked by the City to propose a 38-foot road width to comply with the City of Pasco road width standards due to the potential for this area to be annexed into the City limits.

5. Certification


The Board of Commissioners of Franklin County, Washington, have examined this deviation request and believe it to be in the best interest that it be granted.

Approved this 23 day of February 2005

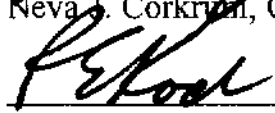
Recommended:


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

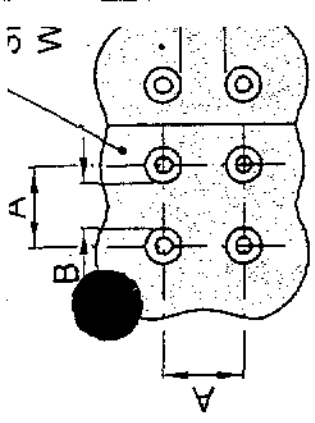
Franklin County Construction Standards

IRRIGATION DETAILS INCLUDED IN CONTRACT

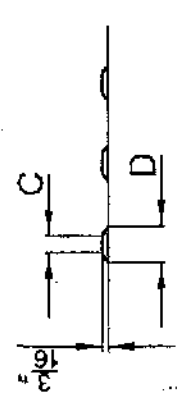
FRANKLIN COUNTY
STD Plan

DESCRIPTION

2" STD. BLOW OFF ASSEMBLY
TYPE B RISER



Plan View



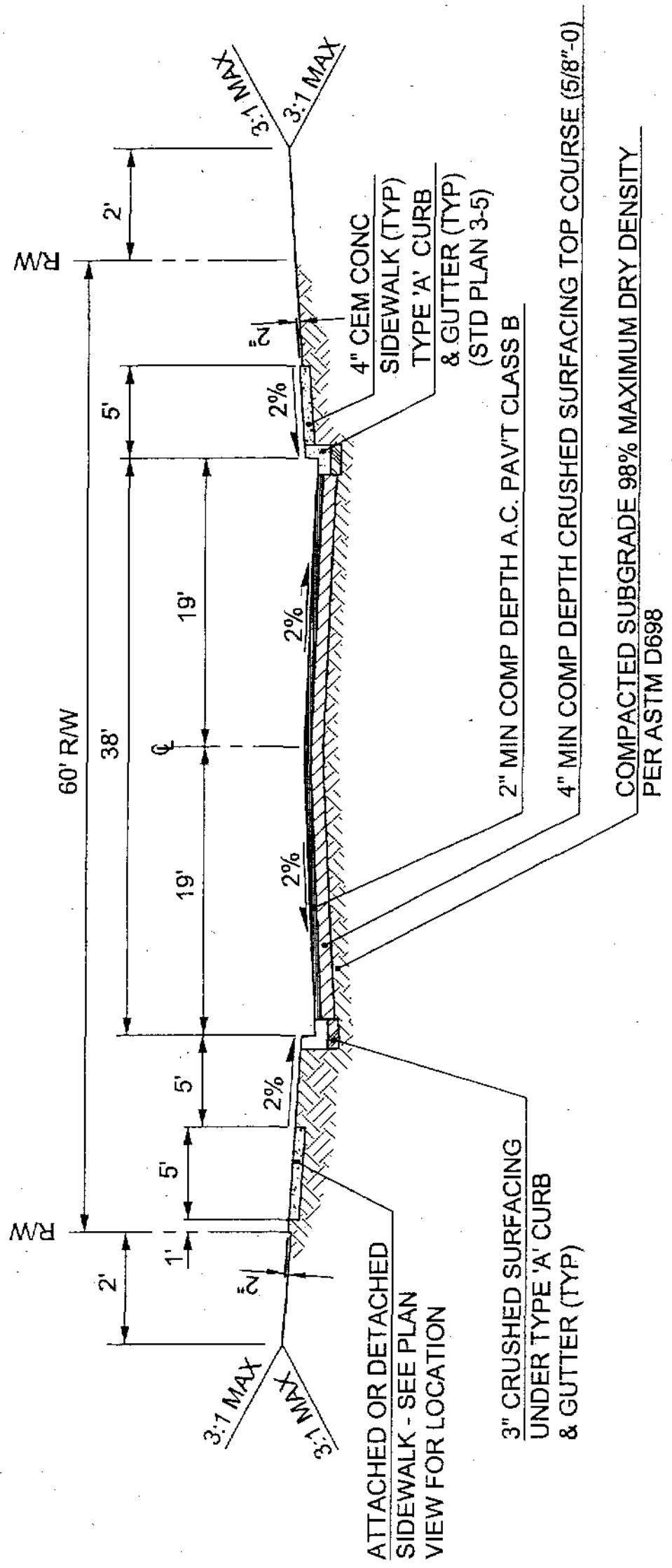
Elevation View

Detectable Warning

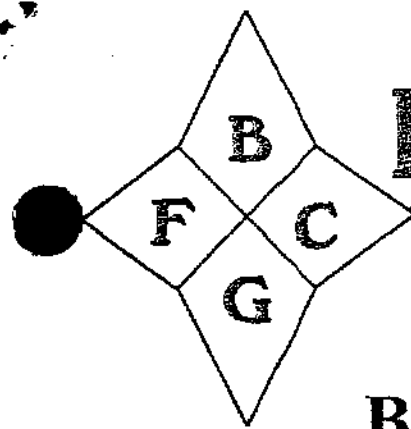
Truncated Domes (See

EXHIBIT 12

- 1. DO NOT
- 2. DETECT
- 3. CHANGE
- 4. DETECT
- 5. THE DETECT
- 6. CONCRETE
- 7. LOCATIONS



Typical Road Section
NTS



Benton-Franklin Council Of Governments

P.O. Box 217
1622 Terminal Drive
Richland, WA 99352

Phone : (509) 943-9185
Fax: (509) 943-6756
Website: benton-franklin.cog.wa.us

BFCG/ Rural Franklin County STP Process Memorandum of Understanding (MOU)

Jan. 2005

As of August 2004, WSDOT has designated the Benton Franklin Council of Governments (BFCG) as "Lead Agency" for the distribution/allocation of all federal Surface Transportation Program (STP) funds in Benton, Franklin, and Walla Walla Counties.

The STP program is part of the federal transportation funding act that distributes funds at the local/regional level.

The following has resulted from discussion between participants and representatives of each rural Franklin County jurisdiction and the BFCG as to their participation and use of the funds:

1. Within 30 days of receiving the annual WSDOT STP allocation letter, the BFCG will notify Franklin County, et.al. of their allocation.
2. The period of time covering this MOU is the duration of the TEA-21 Extension through the end of the proposed federal transportation act (i.e. October 2003 to September 30, 2008, FFY 2004 to FFY 2009).
3. All jurisdictions can advance program for 3 years (FFY 2004, 5, & 6) at the 2004 funding level.
4. The allocation of rural Franklin County STP funds for each agency shall be \$5000 base plus the balance of funds distributed to each agency prorated by their share of rural population and major collector mileage (50% population/50% mileage). The county will exchange county funds for federal funds upon request.
5. The BFCG is now responsible for tracking of all regional STP funds. The county shall forward a record of all past and current STP funded projects so BFCG can coordinate the tracking with WSDOT Local Programs Division.
6. STP funds can only be used on federally eligible projects.

<u>Jurisdiction</u>	<u>Title</u>		<u>Date</u>
Franklin County	Commission Chair	<u>Frank H. Brink</u>	<u>2-23-05</u>
Connell	Mayor	<u>Leslie Odell</u>	<u>2-28-05</u>
Mesa	Mayor	<u>Sarah Gaier</u>	<u>3-8-05</u>
Kahlotus	Mayor	<u>Donna Fore</u>	<u>3-24-05</u>
Port of Pasco	Commission Chair	<u>William H. Clark</u>	<u>2-10-05</u>
BFCG	President	<u>Frank H. Brink</u>	<u>3-30-05</u>

FRANKLIN COUNTY
REFUNDING 1995, 1996, & 1999 LTGO BONDS (ONLY THE DEBT AFTER THE CALL DATES)
[CALL DATES ARE 12/1/05, 12/1/06, AND 12/1/09]

Assume: AAA Insured

SAVINGS REPORT COMPARING NEW DEBT TO OLD DEBT

Date	Proposed New Refunding Debt		Old	
	Principal	Interest (1)	Annual Debt Service	Outstanding Debt Service
12/1/2005	25,000	145,203	170,203	225,286
12/1/2006	175,000	289,893	464,893	520,573
12/1/2007	410,000	285,868	695,868	751,688
12/1/2008	425,000	275,823	700,823	755,925
12/1/2009	440,000	264,985	704,985	758,798
12/1/2010	690,000	253,105	943,105	995,265
12/1/2011	705,000	233,095	938,095	992,715
12/1/2012	725,000	211,240	936,240	987,980
12/1/2013	745,000	187,678	932,678	986,160
12/1/2014	675,000	162,720	837,720	892,113
12/1/2015	710,000	139,433	849,433	901,308
12/1/2016	730,000	113,873	843,873	897,680
12/1/2017	335,000	86,863	421,863	477,080
12/1/2018	350,000	74,300	424,300	477,530
12/1/2019	355,000	60,825	415,825	471,830
12/1/2020	375,000	46,980	421,980	475,268
12/1/2021	385,000	31,793	416,793	471,468
12/1/2022	400,000	16,200	416,200	471,478
Total	\$8,655,000	\$2,879,873	\$11,534,873	\$12,510,141
		0		
				\$975,269

Average Interest Rate:

3.58%

Refinancing
5.05% to 5.95%

Total Net Savings:

\$975,269

Average Annual Savings:

\$54,182

Net Present Value Savings at: NIC% of 3.67% equals \$727,204.

Net Present Value Savings Percentage: **9.07% ***

* A refunding is considered cost-effective with a net present value savings percentage greater than 3.0%.

(1) Preliminary, based on current market conditions, subject to change.

ASSUME THE INTEREST RATE MARKET INCREASES BY 0.10%

FRANKLIN COUNTY

REFUNDING 1995, 1996, & 1999 LTGO BONDS (ONLY THE DEBT AFTER THE CALL DATES)

[CALL DATES ARE 12/1/05, 12/1/06, AND 12/1/09]

Assume: AAA Insured

SAVINGS REPORT COMPARING NEW DEBT TO OLD DEBT

Date	Proposed New Refunding Debt		Old	
	Principal	Interest (1)	Annual Debt Service	Outstanding Debt Service
12/1/2005	25,000	149,639	174,639	225,286
12/1/2006	175,000	298,740	473,740	520,573
12/1/2007	410,000	294,540	704,540	751,688
12/1/2008	420,000	284,085	704,085	755,925
12/1/2009	435,000	272,955	707,955	758,798
12/1/2010	685,000	260,775	945,775	995,265
12/1/2011	705,000	240,225	945,225	992,715
12/1/2012	720,000	217,665	937,665	987,980
12/1/2013	745,000	193,545	938,545	986,160
12/1/2014	675,000	167,843	842,843	892,113
12/1/2015	710,000	143,880	853,880	901,308
12/1/2016	730,000	117,610	847,610	897,680
12/1/2017	340,000	89,870	429,870	477,080
12/1/2018	350,000	76,780	426,780	477,530
12/1/2019	360,000	62,955	422,955	471,830
12/1/2020	375,000	48,555	423,555	475,268
12/1/2021	390,000	32,993	422,993	471,468
12/1/2022	405,000	16,808	421,808	471,478
Total	\$8,655,000	\$2,969,461	\$11,624,461	\$12,510,141
		0		
				\$885,680

Average Interest Rate + 0.10%:

3.68%

Refinancing
5.05% to 5.95%

Total Net Savings:

\$885,680

Average Annual Savings:

\$49,204

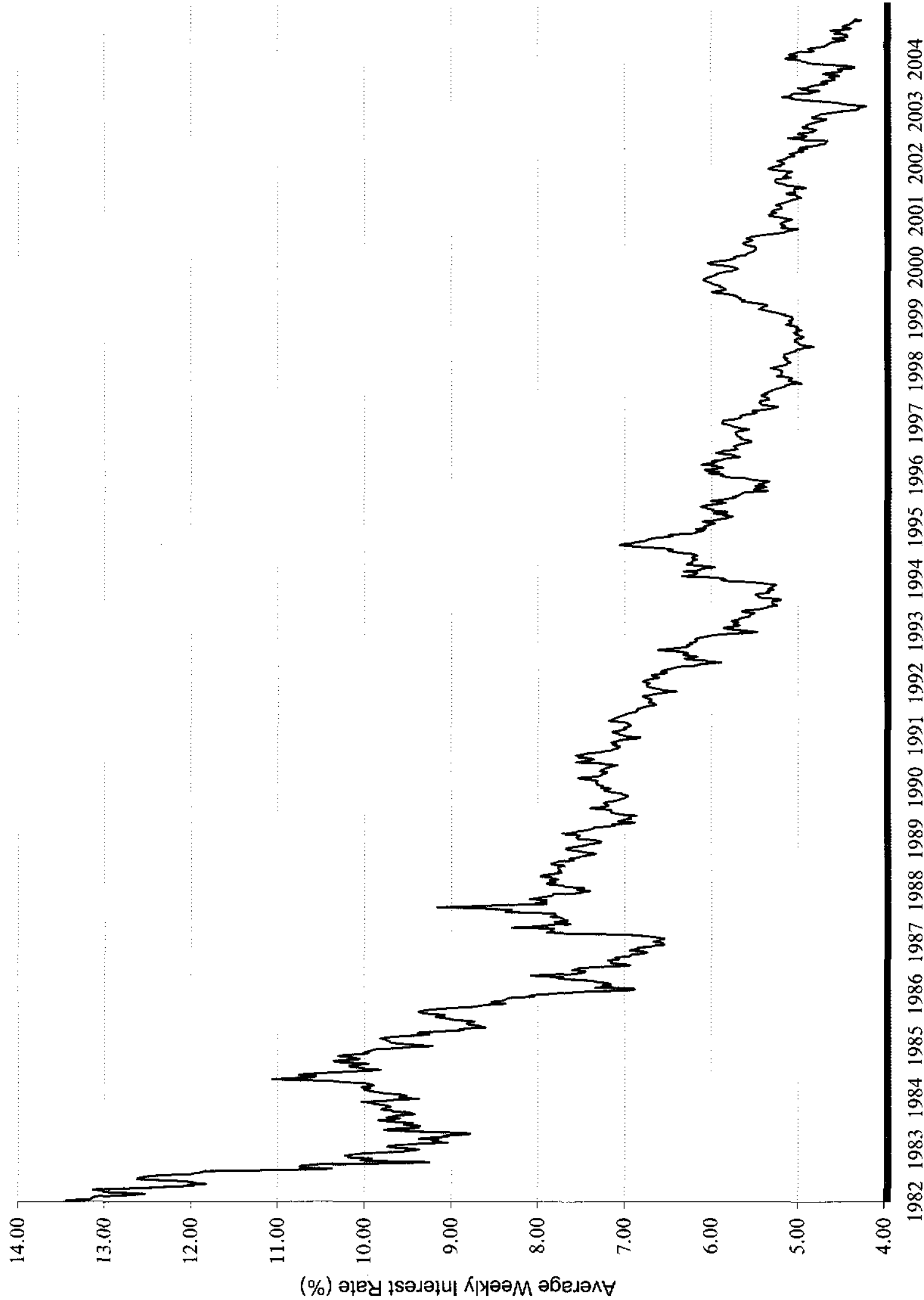
Net Present Value Savings at: NIC% of 3.77% equals \$655,261.

Net Present Value Savings Percentage: **8.18% ***

*A refunding is considered cost-effective with a net present value savings percentage greater than 3.0%.

(1) Preliminary, based on current market conditions, subject to change.

BOND BUYER INDEX
 01/01/82 thru 02/17/05
20-YEAR GENERAL OBLIGATION BOND INDEX*



*The 20 G.O. Index is made up of bond issues with a rating of "AA-" maturing in 20 years.

FRANKLIN COUNTY RESOLUTION NO. 2005-094

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN FRANKLIN COUNTY
AND MID-COLUMBIA COALITION FOR CHILDREN**

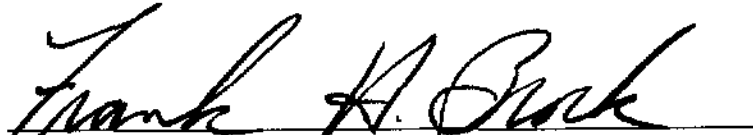
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 Memorandum of Understanding between Franklin County and Mid-Columbia Coalition for Children is hereby approved by the Board.

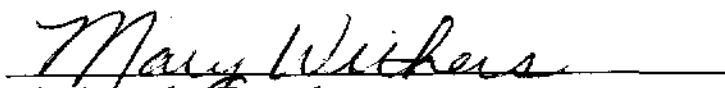
APPROVED this 23rd day of February, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Member

Attest:


Clerk to the Board


Robert E. Koch, Member

MEMORANDUM OF UNDERSTANDING**OFFICE OF VIOLENCE AGAINST WOMEN
PLANNING PROJECT FUNDS
SAFE HAVEN: SUPERVISED VISITATION AND SAFE EXCHANGE PROGRAM**

Franklin County agrees to be the fiscal agent for the purpose of applying for available planning project funds outlined in the Office of Violence Against Women grant, a Fiscal Year 2005 solicitation. The purpose of the planning project grant is to develop a bi-county, community-wide, intelligent system that collaboratively integrates the region's child and family advocacy stakeholders and services to ultimately establish and manage a centralized Safe Haven: Supervised Visitation and Safe Exchange program for children and families experiencing domestic strife. The Mid Columbia Coalition for Children, a non-profit agency in Franklin County, will draft and submit the required grant proposal materials on behalf of Franklin County in response to the community need. GMS registration deadline is February 24, 2005; application deadline is March 10, 2005.

We the undersigned have read and agree with the collaborative effort described above.

DONE the 23 day of February, 2005.

MID COLUMBIA COALITION FOR
CHILDREN

By: Terry Marie Fleischman
Terry Marie Fleischman
Executive Director

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Commissioner

ATTEST BY:

Mary Wilkins
Clerk of the Board

Approved As To Form:

STEVE M. LOWE, #14670/#91039
Prosecuting Attorney for
Franklin County

by: 1306 FOR
Steve M. Lowe
Prosecuting Attorney

df

FRANKLIN COUNTY RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER #2 TO THE AGREEMENT BETWEEN FRANKLIN COUNTY AND KNERR CONSTRUCTION, INC. FOR AN ADDITION TO THE TRAC FRONT ENTRANCE CANOPY

WHEREAS, the Board of Franklin County Commissioners approved Franklin County Resolution 2004-551 on December 1, 2004 approving the agreement between Franklin County and Knerr Construction, Inc. for an addition to the front entrance canopy, creating a new building entrance and rectifying site drainage problems at the TRAC; and

WHEREAS, the contractor notified the Board that there were additional costs associated with relocating the irrigation valve boxes, control wiring and piping out of the new sidewalk location near the new doorway to the grass area; and

WHEREAS, the original contract was \$199,400 and Change Order Number 1 was \$997.24, for a new contract total of \$200,397.24, which was approved by Resolution 2005-080; and

WHEREAS, Change Order Number 2 is \$1,095.86, for a new contract total of \$201,493.10; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves Change Order #2 between Franklin County and Knerr Construction, as detailed in the Change Order Proposal, at a cost of \$1,095.86, for a new contract total of \$201,493.10, to be paid from the Miscellaneous Franklin County Public Facilities Construction Fund, Budget Number 390-404-001, line item 594.00.00 (Capital Expenditures).


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

APPROVED this 23rd day of February 2005.

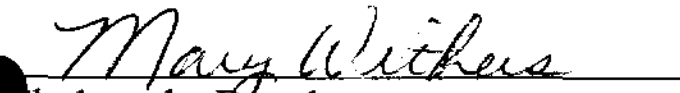
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
ABSENT

Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Knerr Construction, Inc.

cc: Accounting
County Administrator - File
County Administrator - Invoice
CKJT

CHANGE ORDER PROPOSAL

PROJECT: TRAC Facility Canopy Extension
6600 Burden Road
Pasco, WA 99301

JAT
CHANGE ORDER PROPOSAL NO.: ~~000000~~ 2

DATE: February 1, 2005

TO CONTRACTOR: Knerr Construction, Inc.
1565 N 1st Street, Suite 8B
PO Box 270
Hermiston, OR 97838

ARCHITECT'S PROJECT NO:
CONTRACT DATE: 12-01-04
CONTRACT FOR: Extension/Remodel

The Contract is changed as follows:

Additional cost associated with relocating the irrigation valve boxes, control wiring and piping out of the new sidewalk location near the new door way to the grass area.

Not valid until signed by the Owner, Architect and Contractor

The original Contract Sum: was	\$199,400.00
Net change by previously authorized Change Orders	JAT \$ 000000 997.24
The Contract Sum prior to this Change Order Proposal was	JAT 000000 200,397.24
The Contract Sum will be increased by this Change Order Proposal in the amount of	\$ 1,095.86
The new Contract Sum including this Change Order Proposal will be	JAT 000000 201,493.10

The Contract Time will be increased by (1) working days.

The date of Substantial Completion as of the date of this Change Order Proposal therefore is ~~February 1, 2005~~
FEBRUARY 1, 2005

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

KJT Architects - A.I.A.
ARCHITECT
28 Vista Way
BREMEN, WA 99336

Knerr Construction, Inc.
CONTRACTOR
PO Box 270
ADDRESS
Hermiston, OR 97838

Franklin County
OWNER
1016 N 4th Avenue
ADDRESS
Pasco, WA 99301



BY 

BY 

Frank H. Brock

DATE 2-17-2005

DATE 2-1-05

DATE 02/23/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER #3 TO THE AGREEMENT BETWEEN FRANKLIN COUNTY AND KNERR CONSTRUCTION, INC. FOR AN ADDITION TO THE TRAC FRONT ENTRANCE CANOPY

WHEREAS, the Board of Franklin County Commissioners approved Franklin County Resolution 2004-551 on December 1, 2004 approving the agreement between Franklin County and Knerr Construction, Inc. for an addition to the front entrance canopy, creating a new building entrance and rectifying site drainage problems at the TRAC; and

WHEREAS, due to inclement weather the job site excavation activities impacted progress, increasing the total impact days to the project by 28 calendar days; and

WHEREAS, the original contract was \$199,400, Change Order Number 1 was \$997.24, for a total of \$200,397.24, approved by Resolution 2005-080, and Change Order Number 2 was \$1,095.86, approved by Resolution 2005-095, for a new contract total of \$201,493.10; and

WHEREAS, Change Order Number 3 does not increase the contract total, thus, the total remains \$201,493.10; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves Change Order #3 between Franklin County and Knerr Construction, as detailed in the Change Order Proposal, at no additional cost to the project, for a contract total remaining \$201,493.10, to be paid from the Miscellaneous Franklin County Public Facilities Construction Fund, Budget Number 390-404-001, line item 594.00.00 (Capital Expenditures).

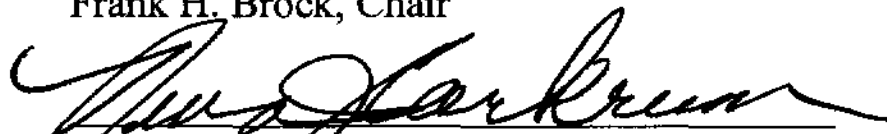
BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said Change Order on behalf of the Board.

APPROVED this 23rd day of February 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor – Minutes – Knerr Construction

cc: Accounting – County Admin File – County Admin Invoice - CKJT

CHANGE ORDER PROPOSAL

PROJECT: TRAC Facility Canopy Extension
6600 Burden Road
Pasco, WA 99301

CHANGE ORDER PROPOSAL NO.: 3

DATE: January 21, 2005

TO CONTRACTOR: Knerr Construction, Inc.
1565 N 1st Street, Suite 8B
PO Box 270
Hermiston, OR 97838

ARCHITECT'S PROJECT NO:
CONTRACT DATE: 12-01-04
CONTRACT FOR: Extension/Remodel

The Contract is changed as follows:

Due to inclement weather the job site progress was impacted on this project. Mainly due to the ground freezing, excavation and trenching activities were on complete hold until the ground thawed. The excavation activities directly affected other construction activities that could not start until the backfilling was completed. The total impact days to the project is 28 calendar days.

Not valid until signed by the Owner, Architect and Contractor

The original Contract Sum: was	\$199,400.00
Net change by previously authorized Change Orders	JAT \$ 0.00 2,093.10
The Contract Sum prior to this Change Order Proposal was	JAT 199,400.00 201,493.10
The Contract Sum will be increased by this Change Order Proposal in the amount of	\$ 0.00
The new Contract Sum including this Change Order Proposal will be	JAT 199,400.00 201,493.10

The Contract Time will be increased by ^{JAT} ~~28~~ **28 CALENDAR DAYS.** JAT
The date of Substantial Completion as of the date of this Change Order Proposal therefore is ~~March 1, 2005~~ **MARCH 1, 2005.**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CKJT Architects - A.I.A.
ARCHITECT
128 Vista Way
ADDRESS
Kennewick, WA 99336

Knerr Construction, Inc.
CONTRACTOR
PO Box 270
ADDRESS
Hermiston, OR 97838

Franklin County
OWNER
1016 N 4th Avenue
ADDRESS
Pasco, WA 99301

BY

BY

BY

DATE 2-17-2005DATE 1-21-05DATE 02/23/05

Frank H. Brock



P.O. Box 270 • 359 W. Hermiston Ave. • Hermiston, OR 97838
Office (541) 567-6914 • Fax (541) 567-1540
C.C.B. # 55097 • KNERRCI066LW

C H A N G E P R O P O S A L

Date: 1/21/05

Project: TRAC Facility Canopy Extension

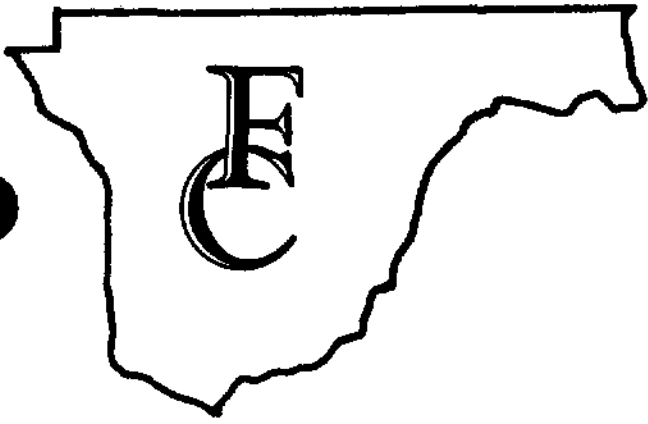
Owner: Franklin County

Knerr Change Proposal #: 03

Description: Due to inclement weather the job site progress was impacted on this project. Mainly due to the ground freezing, excavation and trenching activities were on complete hold until the ground thawed. The excavation activities directly affected other construction activities that could not start until the backfilling was completed. The total impact days to the project is 28 calendar days.

Number of attached pages: 0

Amount of working days to complete this change : 28



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 097

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

RE: Final Approval for SP 2004-14

WHEREAS, this Board did hold a public hearing on **October 13, 2004** to consider the short plat of Doris Esser; and

WHEREAS, the Board of County Commissioners have determined the following:

1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Doris Esser for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Doris Esser be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 23rd DAY OF FEBRUARY 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman



Chair Pro Tem



Member

Attest:


Clerk of the Board

Bridgette A. Scott

From: Stan Lonseth [StanL@CardwellArchitects.com]
Sent: Friday, February 11, 2005 3:20 PM
To: bscott@co.franklin.wa.us
Cc: tdc@ckjt.com; Eric Schuman
Subject: Franklin County Courthouse - Historic Paint Finishes

Fred Bowen-

Please find the attached historic paint finishes proposal from conservator Molly Lambert as we discussed last week. Even considering that her rates have increased overall we are at a lower *NTE* amount. We hope you find this acceptable. Let us know and we will get her "on board" as soon as possible.

Thank you for allowing us to re-submit this proposal for her services.

Stan Lonseth
CardwellArchitects
<<LambertProposal021105.doc>>

Cardwell Architects**Proposal Memo**

Project: Franklin County Courthouse **Project No:** 0301

Date: 11 February 2005

Attention: Fred Bowen
County Administrator

From: Stan Lonseth

Description / Remarks:

After our most recent meeting regarding the proposal from Molly Lambert, the historic paint conservator, I had a conversation with her again. She said she is still very interested in doing this project and can make room in her schedule beginning about the second week of March. She did say that her rates have gone up slightly since the first proposal but was willing to limit her scope and revise the fee to a "not-to-exceed amount". Her actual expenses may vary a little. She will only bill for what is required but regardless will still be a *NTE* amount. She hopes this will make you feel more comfortable and limit the cost exposure for Franklin County.

To reiterate what I have said before, Cardwell Architects feels her involvement is important for two main reasons:

- 1) To determine the presence of historic "kalsomine" paint. The reason this determination is important is that the original specifications call for "kalsomine" white wash. We do not know for a fact that it was ever applied. Molly Lambert would have to determine this. This kind of "white-wash" paint, typically, has problems separating from its plaster substrate when either certain atmospheric conditions exist or when certain types of paint are applied over. We have seen no specific evidence of coating separation prior to construction. Now that the interior conditions have changed since construction started, there is some evidence this is occurring. We need to know how stable the original coating is prior to any new applications of paint and how to best stabilize the conditions.
- 2) To establish the original historic paint scheme of the interior of the Courthouse. This would include the plaster colors to the trim colors of the cartouches and cornucopias to the ornamental plaster decoration of the historic courtroom ceiling. From this information Cardwell Architects can determine what colors should be used to match the original scheme and/or to compliment the original.

We ask that you reconsider retaining her services for the Courthouse project. She can contract directly with the County and we will be glad to direct her work on your behalf as part of our general construction administrative services. That's how important we feel her work is to the project.

Cardwell Architects

She is of the opinion that a one day visit is just not "do-able" for what she needs to accomplish with her visit. Rather than making two separate visits, she is suggesting cost savings by having a two day visit.

Her work will involve taking 25 samplings, identifying and documenting their location in the building, microscopic lap analysis of each sample to determine color and material composition of each sampling and preparing a final report document.

She will limit her samplings to 25. She and I believe that will be sufficient.

In summary, the cost for her services are as follows:

Two day site visit (Lambert and her assistant)	\$ 3,500.	
On site samplings, 25	<u>5,400.</u>	
Bag and tag samples - 25	300.	
(actual locations to be chosen by Cardwell Architects)		\$
Subtotal	\$ 9,200.	

"Not-to-exceed" expenses as follows (and may very well be lower):

Airfare	900.	
Lodging	240.	
Per diem	160. (80/day)	
Rental Car	80.	
Supplies	100.	
Subtotal	\$ 1,480.	
Total "Not-to-Exceed"	<u>\$10,680.</u>	

Please review this proposal and call if you have any further questions.

Sincerely,

Stan Lonseth
Project Manager

Copies: Terrance Casey, CKJT
file

1221 Second Avenue, Suite 300 Seattle, Washington 98101 TEL (206) 622-2311 FAX (206) 442-9165

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JAN 26 2005

FRANKLIN COUNTY
COMMISSIONER

Loan Amount Interest Rate Term (Years)
\$1,000,000 1% 20

Payment	Principal balance	Principal	Interest	Payment
1	\$1,000,000	\$50,000	\$10,000	\$60,000
2	\$950,000	\$50,000	\$9,500	\$59,500
3	\$900,000	\$50,000	\$9,000	\$59,000
4	\$850,000	\$50,000	\$8,500	\$58,500
5	\$800,000	\$50,000	\$8,000	\$58,000
6	\$750,000	\$50,000	\$7,500	\$57,500
7	\$700,000	\$50,000	\$7,000	\$57,000
8	\$650,000	\$50,000	\$6,500	\$56,500
9	\$600,000	\$50,000	\$6,000	\$56,000
10	\$550,000	\$50,000	\$5,500	\$55,500
11	\$500,000	\$50,000	\$5,000	\$55,000
12	\$450,000	\$50,000	\$4,500	\$54,500
13	\$400,000	\$50,000	\$4,000	\$54,000
14	\$350,000	\$50,000	\$3,500	\$53,500
15	\$300,000	\$50,000	\$3,000	\$53,000
16	\$250,000	\$50,000	\$2,500	\$52,500
17	\$200,000	\$50,000	\$2,000	\$52,000
18	\$150,000	\$50,000	\$1,500	\$51,500
19	\$100,000	\$50,000	\$1,000	\$51,000
20	\$50,000	\$50,000	\$500	\$50,500
		<u>\$1,000,000</u>	<u>\$105,000</u>	<u>\$1,105,000</u>