

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 2, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mr. Koch: I so move to accept the consent agenda for March 2, 2005, as presented:

1. Approval of **Resolution 2005-102** appointing Sue Miller to serve a two-year term on the Aging and Long Term Care Advisory Board, with said term expiring December 31, 2006. (Exhibit 1)

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

HUMAN SERVICES

Human Services Director Dave Hopper met with the Board.

Department Update

Moving Offices: The Benton County Jail crew helped with the office move.

Meeting space is needed so Mr. Hopper is hoping to continue renting the building that his offices were in for mental health, chemical dependency, and other meetings, as well as for the Substance Abuse Assessment Center (SAAC). Fifteen plastic meeting tables, a cart to store the tables, and 50 square tube chairs have been purchased.

Mental Health: A significant increase of people without Title XIX (welfare) coupons are showing up at Crisis Response. Mr. Hopper does not think the situation will improve.

In response to a question, Mr. Hopper said mental illness can be compared to diabetes. Even though a person knows there is a problem in the brain, they cannot make it go away just because they know about it without medication.

We are seeing an increased need for psychiatric medications. Currently there is one registered nurse and one advanced registered nurse. We need an additional advanced

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registered nurse practitioner (ARNP) who can prescribe medication. However, there is no space for another staff person at the Crisis Response Unit. Human Services is considering moving the Substance Abuse Assessment Center (SAAC) to the space we just vacated. The problems with the building are that it is an older building and still has the same problems. The strengths of the building are that it is already hooked up to the computer system and it has a standard phone system that is functional. Human Services plans to replace the phone system at the SAAC and Crisis Response Center in the next year. The building is owned by Benton County. We've been paying rent. Mrs. Corkrum asked if Benton County would be obligated to re-roof the building. Mr. Hopper said it was re-roofed in the last five years. The parking lot has also been paved recently. Mr. Hopper plans to ask Benton County to drop the rent cost which is about \$8 per square foot now.

Institution for Mentally Deficient (IMD) is a Federal term. The Federal government does not want to be paying for institutions so if a program is over 16 beds, the funding will be cut. In our area, there are four hospitals and several residential programs that have large enough programs to trigger the rule. It is not a new rule but a more stringent interpretation. Mr. Hopper sees it as one more area where the Federal government is changing how they play the game and looking at restricting how much funding goes out. About 200 beds are at risk in Washington state including our local psychiatric hospital. IMD applies only to adults between ages 18 and 62 or 64. It is a big fiscal hit to the state. If the funding goes away, we could lose the local psychiatric hospital. At the same time, they are looking at decreasing numbers at Eastern Washington State Hospital.

Chemical Dependency/Prevention: We want to move a certain category of assessments to our contracted assessment providers, amounting to about 500 assessments a year that our staff have been doing. This will leave us with close to 800 to 850 assessments of the most complex people requiring collaboration with state agencies. If the Criminal Justice Treatment Account (CJTA) fund is funded at the projected level, that amount will double. Franklin County's share would stay the same but Benton County's

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would increase by about double because of their size. Mr. Hopper thinks this will allow us to keep our staff levels the same, instead of adding two or three more staff, or at least slow down the increase of county staff in the future. Also, we have a better chance of meeting the needs with five contracted providers. We hope to implement this change on April 1.

PLANNING AND DEVELOPMENT DEPARTMENT

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

Public Hearing: Short Plat SP 2005-02 for applicants Joseph and Judy Pauly to short plat 168.55 acres into two lots. Lot #1 is 2.38 acres and Lot #2 is 166.17 acres in size. The property is zoned Agricultural Production (A-P) Zoning District.

Public Hearing convened at 9:30 a.m. Present: Commissioners Brock, Corkrum and Koch; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 2).

Mr. MacPherson showed the short plat that was submitted by the applicant. He reviewed the conditions of approval.

No one was present in the audience to comment.

Mrs. Corkrum asked if the Health Department inspects the septic system. Mr. MacPherson thinks they do if it is a certain size of property or drain field.

Motion – Mr. Koch: I do move that we grant preliminary approval for Short Plat 2005-02 subject to the seven findings of fact and seven conditions of approval. This is Resolution 2005-103. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 3)

Williams Northwest Pipeline

Williams Northwest Pipeline has a metering station at the corner of Road 76 and Court Street. They would like to install a communications tower. The Board earlier told the planners to address this request using a conditional use permit (CUP). Mr. Wendt met with Mr. Maxfield from Williams Northwest Pipeline telling them they need a CUP. Mr. Maxfield responded in writing regarding Williams Northwest Pipeline's

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interpretation of the county code. The prosecutor's office has reviewed the matter. Deputy Prosecutor Ryan Verhulp has responded to the planning department. Because the tower is strictly for internal communications with Williams Northwest Pipeline rather than for commercial purposes, Mr. Verhulp said he feels the CUP is not required. Mr. Verhulp feels it would fall under a permitted use or accessory use. The Board said we need to abide by the prosecutor's opinion. The planners will talk to some of the owners of nearby property who have been concerned about the tower placement.

1000 Friends of Washington

Mr. MacPherson and Mr. Wendt met with a group of 1000 Friends of Washington last Thursday in Spokane to tell them about the county's work on the updated Comprehensive Plan.

Tri-City Herald Reporter Melissa Hoyos joined the audience.

COUNTY ADMINISTRATOR

County Administrator's Secretary Bridgette Scott met with the Board. Present in audience: Melissa Hoyos.

Grand 'Ole Fourth

The Board reviewed a proposed Personal Services Agreement with Davis Shows Northwest for the Grand 'Ole Fourth. Ms. Scott said we are going to be receiving a percentage of the ride sales gross or ticket sales rather than paying Davis Shows. Mr. Brock asked how do we keep track of that? Ms. Scott said she believes Davis Shows is going to be responsible for providing us with that information. Mr. Brock said until we have cash registers, he doesn't think there is any other way to keep track. Mrs. Corkrum thinks Davis Shows has been very generous to the fair so she thinks they will do the same for the Grand 'Ole Fourth if it is successful. Ms. Scott said Davis Carnivals is very excited about this event. They will be bringing in their smaller section of rides. They will also be providing carnival services at the Irish Games being held at TRAC March 11 through 13.

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Motion – Mrs. Corkrum: I move approval of the Personal Services Agreement for Davis Shows Northwest for their Grand 'Ole Fourth Celebration as presented. This is Resolution 2005-104. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 4)

Courthouse Restoration

The Courthouse stained glass dome will be shipped from Emeryville, California, the first part of April for installation starting about April 11.

Recessed at 9:54 a.m.

Reconvened at 9:58 a.m.

PROSECUTING ATTORNEY

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board. Present in audience: Melissa Hoyos.

Affordable Housing

Mr. Verhulp is nearly finished with the work on the Affordable Housing question from the Board. The research and recommendations will be sent to the Board. Mr. Brock said one of the things we wanted to see was how we could use the funds. Mr. Verhulp said that is detailed.

RV PARK AND TRAC

RV Park Manager/TRAC Assistant Manager Rich Turner met with the Board. Present in audience: Melissa Hoyos.

RV Park Financial Review – January 2005

January 2005 Financial Report was reviewed.

Mr. Koch asked if the RV Park could put its own satellite dish in place instead of paying someone else. Mr. Turner said right now we have a contract with the cable company to do this work. He thinks it is a five-year contract.

Rock Picker - TRAC

The rock picker in Idaho sold for \$4300 which was above the allowed amount for Mr. Turner to spend. Mr. Koch gave Mr. Turner information about a rock picker that is available locally for one-time use. Other types of rock pickers are also being researched.

Extension on Shavings Truck – TRAC

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The cost to extend the frame and drive lines on the truck that hauls shavings would be \$2600 plus taxes and shop supplies, plus \$75 if the driveline needs to be balanced. An additional cost would be charged for cutting the airdam off. There was discussion about the funding source for this work. It is possible there will be some funds available in the flooring line item because the floor bid was about \$10,000 lower than anticipated. However, the County Administrator needs to be consulted. The Board said to go ahead and get it fixed because it has to be done. The truck is an old county two-ton, single-axle vehicle.

Flag Pole – RV Park

Mr. Turner has not been able to resolve the problem with the two companies involved that the flag isn't big enough for the flag pole on the RV Park flag pole. He will send a letter to the company's address listed in the agreement and include pictures. The lessee also has not provided landscaping that is consistent with existing landscaping at the RV Park.

TRAC

TRAC Manager Ray Ritari and Finance Manager Becky Bradshaw met with the Board.

Event Update

Recent events at TRAC are listed day-by-day with attendance figures: Tri-City Chamber Luncheon (172), Evergreen Safety Luncheon (25), Home Builders Move-in (20), Far West Agribusiness (35), Home Builders Move-in (20), Far West Agribusiness (8), Benton Conservation District Meeting (10), Benton-Franklin County Medical Society CME Seminar (130), Home Show (3656), Benton Franklin Medical Society CME Seminar (130), Home Show (7193), Home Show (4048). There was also a 34-team hockey tournament.

Upcoming events include: TCAHA, United Pipe Meeting, Ski Club, Burbank Fire Department, BLM Horse Auction, Promociones Noe, Janice Tillman Party, Church of Christ Scientist, Farm Fair, TRAC Advisory Board, Canandaigua Wine, and Irish Games.

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Mrs. Corkrum suggested when chairs have to be replaced in the Pavilion, we should buy some heavy duty type chair that can be wiped down.

January Operations Report

January Operations Report was reviewed.

L&I Complaint

L&I did an inspection Friday morning. Mr. Ritari feels the complaints have been resolved. We have ordered a new seat for a forklift and ordered a mirror and horn for a forklift.

Port-A-Floor

The Port-a-Floor came in. It has not been used yet. Some material will be used underneath it.

Noise Ordinance

TRAC staff will be meeting with City of Pasco regarding the city's noise ordinance.

Computer and batteries for emergency lights

New batteries have been ordered for the Expo Hall, costing about \$2500.

Mr. Ritari's computer is not working. TRAC Operations Manager Rick Garza needs an upgrade of his computer so it can operate software for the HVAC system and lighting for building operations. Information Services gave a quote for \$1865 for a computer and \$1600 for software. Mr. Garza would use the new computer and Mr. Ritari would inherit Mr. Garza's computer. Mr. Ritari hopes to use money that is left over in the walkway account to pay for it. The Board gave **consensus approval** to proceed.

Adjourned at 10:53 a.m.

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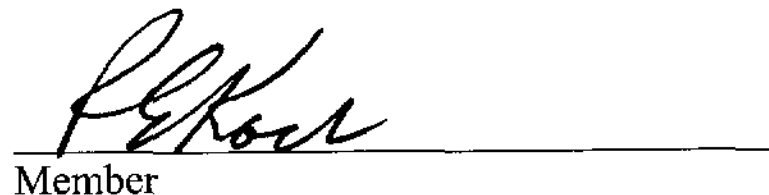
There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 7, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed March 16, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 102

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPOINTMENT OF SUE MILLER TO THE AGING AND LONG TERM
CARE ADVISORY BOARD, FRANKLIN COUNTY DIVISION OF THE
SOUTHEAST WASHINGTON OFFICE**

WHEREAS, the Aging and Long Term Care Administrative Assistant requested consideration from the Franklin County Commissioners in appointing Sue Miller to the Aging and Long Term Care Advisory Board; and

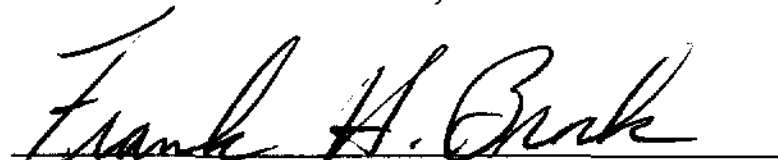
WHEREAS, Ms. Miller expressed a desire in serving on the board and the Franklin County Advisory Board feels she will be a great asset; and

WHEREAS, the Franklin County Board of Commissioners deems this to be in the best interest of the county;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby appoints Sue Miller to serve a two-year term on the Aging and Long Term Care Advisory Board, with said term expiring December 31, 2006.


APPROVED this 2nd day of March 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
ALTC

cc: ALTC Appointment File
Sue Miller

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Joseph Pauly	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: March 2, 2005	Execute Contract	Public Hearing X
Subject: SP-2005-02 to Short Plat 168 acres into 2 lots.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Preliminary Approval</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

The applicant has applied to Short Plat 168.55 acres into two (2) lots. As proposed, Lot #1 is 2.38 acres and Lot #2 is 166.17 acres in size. The property is zoned Agricultural Production (A-P).

The property is located south of Basin City and near the southwest intersection of Millwood Road and Millwood Lane near site address 311 Millwood Lane. (Parcel ID # 122-200-046).

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

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

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

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

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- 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. **South Columbia Basin Irrigation District:** Short Plat meets RCW 58.17.310
2. **Fire District #4:** No comments

Conditions of Approval:

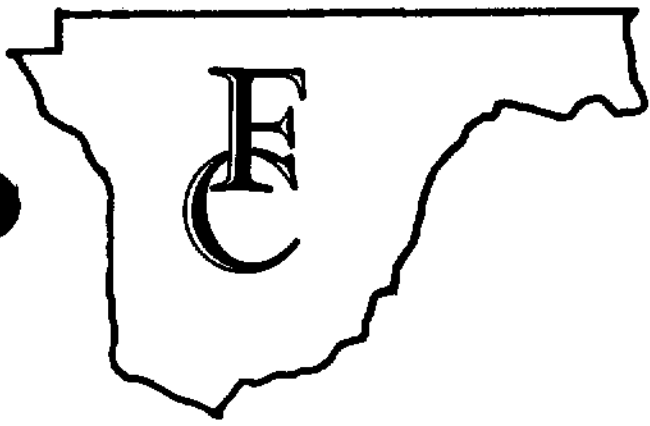
1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated February 15, 2005). This includes the standard that –All surface waters, including irrigation canals, ditches, and ponds, within the plat and within 150-ft of the plat must be shown on the plat map with their associated 100-ft setbacks.
2. **Big Bend REA:** Applicant shall meet and comply with the rules and regulations of the Big Bend REA.
3. **GIS/Assessor:** There is a portion of land in the northwest corner that is part of this short plat but it's not shown (this information is shown on the Farm Unit map—contact GIS or Planning for more information).
4. **Public Works:**
 - a. All right of way (Millwood Lane and Millwood Road) shall be shown on the plat as dedicated;
 - b. Some surveying information is missing. Surveyor can contact the Public Works Dept. for specifics to ensure all items are placed on the plat.

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5. **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.**
6. **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 28, 2005 (fax) for requirements.
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. Lot #2 is subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lot. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lot #2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
 - c. 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.
 - d. 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 2005-02 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 103

PRELIMINARY APPROVAL

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

RE: SP 2005-02, an application to Short Plat 168.55 acres into two (2) lots. As proposed, Lot #1 is 2.38 acres and Lot #2 is 166.17 acres in size. The property is zoned Agricultural Production (A-P).

APPLICANT: Joseph and Judy Pauly, 311 Millwood Lane, Mesa, WA 99343.

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

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

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

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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 February 15, 2005). This includes the standard that –All surface waters, including irrigation canals, ditches, and ponds, within the plat and within 150-ft of the plat must be shown on the plat map with their associated 100-ft setbacks.
2. **Big Bend REA:** Applicant shall meet and comply with the rules and regulations of the Big Bend REA.
3. **GIS/Assessor:** There is a portion of land in the northwest corner that is part of this short plat but it's not shown (this information is shown on the Farm Unit map—contact GIS or Planning for more information).
4. **Public Works:**
 - i. All right of way (Millwood Lane and Millwood Road) shall be shown on the plat as dedicated;
 - ii. Some surveying information is missing. Surveyor can contact the Public Works Dept. for specifics to ensure all items are placed on the plat.
5. **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.**
6. **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 28, 2005 (fax) for requirements.
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. Lot #2 is subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lot. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lot #2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**

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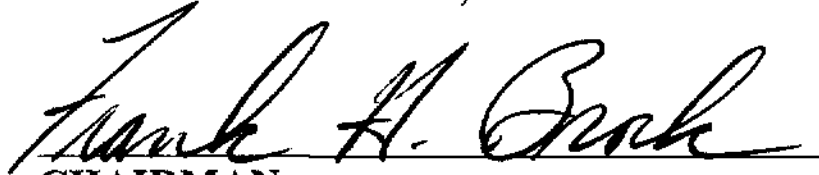
- iii. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Benton-Franklin Health Department, Big Bend Electric, South Columbia Basin Irrigation District, USBR, County Treasurer, Chairman-Board of County Commissioners.
- iv. The Final Short Plat shall be developed in 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 2nd DAY OF MARCH 2005.

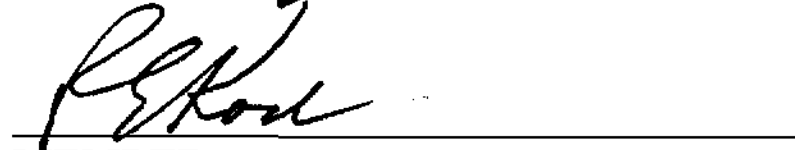
**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


CHAIRMAN

ATTEST:


CHAIR PRO TEM


Clerk of the Board


MEMBER

2005 104

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY
AND DAVIS SHOWS NORTHWEST TO PROVIDE A CARNIVAL AND
SHOWS JULY 1-4, 2005 IN CONJUNCTION WITH THE PROJECT
DESIGNATED GRAND 'OLE FOURTH**

WHEREAS, William Davis, President of Davis Shows Northwest, agrees to provide a carnival and shows July 1-4, 2005 in conjunction with the project designated Grand 'Ole Fourth; and

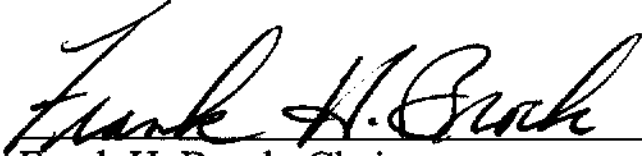
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 Davis Shows Northwest to provide a carnival and shows July 1-4, 2005, in conjunction with the project designated Grand 'Ole Fourth.

APPROVED this 2nd day of March 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
Davis Shows Northwest

cc: Accounting Department
County Administrator File

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Davis Shows Northwest**, 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 provide a carnival and shows July 1-4, 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 shall perform all services and provide all work product required pursuant to this agreement July 1-4, 2005.

Payment

Work under this contract does not require payment for performance.

a. The County will receive a percentage of gross sales as listed below:

- 15% of Ride Gross to \$25,000
- 20% of Ride Gross from \$25,000 to \$50,000
- 25% of Ride Gross from \$50,000 to \$75,000
- 30% of Ride Gross from \$75,000 to \$100,000
- 35% of Ride Gross over \$100,000

- 38% of Presales
- \$100.00 per unit for Game and Food Concessions

- b. 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.
- c. 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 \$1,000,000 per occurrence and \$5,000,000 aggregate for personal injury; and

\$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$5,000,000.

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 (45) 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:

Pat Davis
Davis Shows Northwest
PO Box 1670
Clackamas, OR 97015

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 2 day of March, 2005.

CONTRACTOR:


Firm: Davis Shows Northwest

By: Pat Davis

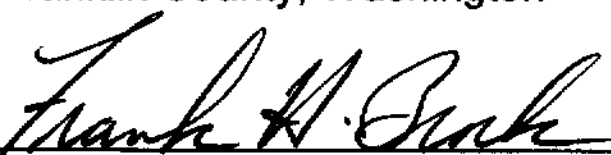
Signature: 

Title: Pres Corp Davis Shows NW

Approved as to form:


Ryan E. Verhulp,
Chief Civil Prosecutor

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

ATTEST BY:


Clerk of the Board



CONTRACT

This agreement entered into this ____ day of ____ 2005 by and between Davis Shows NW, Inc., party of the first part and _____ party of the second part.

WITNESSETH:

That for and in consideration of the premises, the parties hereto do hereby agree as follows:

1. First party agrees to bring to _____ State of ____ its Carnival and Shows consisting of Full Unit or more paid attractions and to give regular daily performances and exhibitions thereof at said place from _____ to _____, both dates inclusive.
2. Party of the second part agrees at its own cost to obtain and furnish a suitable location for the holding of said carnival and exhibition and to provide water and truck parking.
3. First party agrees to pay to second party a fee of the gross receipts received from the operation of the shows riding devices, as follows: _____
4. Settlement shall be made at the close of each contract.
5. First party shall have exclusive control of the operation of all shows, Riding Devices and Concessions, the feature and character of which shall be satisfactory to second party.
6. If first party is prevented from exhibiting or operating any of its shows or attractions by Act of God, Riot, Strike, Fire, War, Lockout or Blackout or if by any law or act of the United States or the State of _____ or any political subdivision thereof, now or hereafter to be passed or adopted or if by any order or command of any of the Military or Naval Forces of the United States or said State, the regular ordinary course of business of first party is curtailed, suspended, interrupted or interfered with and said party thereby prevented from carrying on its usual course of business in whole or in part, then this agreement at the option of either, shall become null and void and each party released therefrom and any deposit given by first party to second party guaranteeing the faithful performance of any of the terms and provisions hereof shall forthwith be refunded and repaid to first party.
7. Party of the first part will provide \$5 Million liability Insurance prior to opening of the show.
8. Party of the first part will keep its employees clean and in uniform while show is open.
9. Party of the first part will leave grounds where carnival sets clean before leaving.

DAVIS SHOWS NW, INC.

First Party

Second Party

Date: _____

Date: _____

By: _____

By: _____

By: _____

By: _____

"SAMPLE"



Date: 12-27-04

Fred,

We pay permit fees associated to show, Electrical, Food Permits, City License, if there is an admission tax it comes out before percentage is calculated.

Something knew this year we are adding a clause for fuel. We are fuel dependant trucking and generators. The verbiage will read similar to the difference between market price of fuel during event and last years cost will be taken out before percentage is calculated. This will only be an issue if fuel keeps rising as it did last year.

We spend usually \$750.00 and up on advertisement of an event. We can spend it or put it with your ads.

Presales for Carnival is money in the bank and would hope we can work with you on it.

On a first time event, we don't know what to expect and want to base rent to protect both of us on a graduating scale, after the first year we should have an idea of gross potential and if we brought the correct amount of equipment.

15% of Ride Gross to \$25,000

20% of Ride Gross from \$25,000 to \$50,000

25% of Ride Gross from \$50,000 to \$75,000

30% of Ride Gross from \$75,000 to \$100,000

35% of Ride Gross over \$100,000

38% of Presales you sell.

Game and Food Concessions first year \$100.00 per unit.

Dumpster, Security and port-a-pots or restrooms are generally supplied by facility or sponsor.

We would need a fresh water supply for cleaning and Food Services, if a drain is available for our shower unit.

Hours of Carnival operation are generally 12 to 12 at events depending on what is scheduled, the event is basically Friday through Monday, if you wanted we could possibly open Thursday.

A handwritten signature in black ink, appearing to be 'J. A. Davis', is located in the lower right quadrant of the page.