

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 16, 2005

*Received
3/26/06*

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 we accept the consent agenda for March 16, 2005, as presented:

1. Approval of **Resolution 2005-119** creating line item 519.90346.0002 (WSAC-L&I Assessment) within the Non-Departmental Budget, Number 001-000-700 and intra budget transfer in the amount of \$10,000 within the 2005 Non-Departmental Budget, Number 001-000-700, from line item 519.90.10.0001 (Contingency Reserve) to line item 519.90346.0002 (WSAC-L&I Assessment). (Exhibit 1)

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

Vouchers/Warrants

Motion - Mr. Koch: I move that we accept the vouchers presented for March 16, 2005, for 2005 in the amount of \$386,976.35: Current Expense warrants 44188 through 44276 for \$372,930.74; TRAC Operations warrants 8256 through 8285 for \$13,849.50; and Franklin County RV Facility warrants 116 through 117 for \$196.11. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 2)

Letter to state legislators asking for support of local option utility tax bill

The Board reviewed draft letters asking for support of HB 2224.

Motion - Mr. Koch: I move to send this letter to the representatives. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 3)

Minutes

Motion - Mr. Koch: I move for approval of minutes for February 14, 16, 23, and 28 and March 2 and 7, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

PROSECUTOR

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Deputy Prosecutor Ryan Verhulp met with the Board.

Executive Session at 9:09 a.m. regarding litigation expected to last 10 minutes.

Executive Session continued at 9:27 a.m. regarding personnel expected to last five minutes.

Open Session at 9:31 a.m.

Pasco Sanitary Landfill

Motion – Mrs. Corkrum: I move we allow the chairman to sign on the county's behalf for an agreement called Landfill Group Participation and Funding Agreement for the Interim Remedy at the Pasco Sanitary Landfill Site. This is Resolution 2005-120.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 4)

Motion – Mrs. Corkrum: I move for approval of agreement called IWAG/LF Group Joint Site Implementation Agreement for the Pasco Sanitary Landfill and approve the Chairman of the Board to sign it on the county's behalf. This is Resolution 2005-121.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

PLANNING AND BUILDING DEPARTMENT

Planning Director Jerrod MacPherson met with the Board. Present in audience: Don Hovley and Tri-City Herald Reporter Melissa Hoyos.

Building Department Update

Monthly Building Department report was reviewed.

Business Registration Report

Current Business Registration report dated March 14, 2005, shows 607 business registration certificates. At the same time last year, 607 business registrations had also been issued.

Fire Investigation Services

Mr. MacPherson has contacted the Sheriff's Office about fire investigation services because several deputies have fire investigation background. The sheriff told Mr. MacPherson the deputies would have to be compensated at time and a half or overtime for the work. Mr. MacPherson will be meeting with other people who have fire

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experience who may be qualified. Mrs. Corkrum said we won't need the work done very often but just have to have someone on board.

Final Approval Short Plat SP 2004-08, Jim and Heidi Shattuck (Johnson Family Trust)

Motion – Mrs. Corkrum: I move for final approval of Short Plat 2004-08 for Jim and Heidi Shattuck, the Johnson Family Trust. This is Resolution 2005-122. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Comprehensive Plan Update

Mr. MacPherson gave an update on the Planning Commission meeting held last night. The Planning Commission reviewed the proposed Comprehensive Plan Update.

Final Approval Short Plat SP 2004-12, Gordon Kaas

Motion – Mrs. Corkrum: I move for final approval of Short Plat 2004-12 for Gordon Kaas. This is Resolution 2005-123. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Public Hearing: Franklin County Gravel Road Speed Limits

Public Hearing convened at 9:51 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Engineer Tim Fife; and Clerk to the Board Mary Withers. Present in audience: Don Hovley, Holly and John Long, and Melissa Hoyos.

Mr. Fife said Commissioner Brock wanted to consider reducing speed limits on all gravel roads. The Public Works Department suggested doing a select few roads based on some criteria. The criteria that we agreed upon in deciding which ones we want to test that on is: The average daily traffic (ADT) has to be equal or greater than 100; there have to be a number of residents living on the road itself because if there is nobody living on it, dust isn't an issue; it has to be a sufficient length for people to get up to speed; where we get the most complaints; and also we were looking at areas with dust-sensitive crops such as orchards and vineyards. We came up with a list which the commissioners reviewed. The commissioners added some roads that the Board wanted to see on the list. It was put out for advertisement. That's why we're here today.

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There are eight roads on the list. If this is implemented, in probably four to six months we will report back to see if it made any difference, after doing some speed studies and taking some pictures.

Mr. Fife said in our experience with speed and in reading about other areas in trade manuals, people will drive what they're comfortable driving, even with signs in place. Unless there is a disincentive or the road is in a condition or narrow that keeps them from driving faster, they will drive what the condition of the road dictates.

Mr. Fife said his professional opinion is that unless there is lots of enforcement, he doesn't think the signs are going to do a lot, but we're willing to give it a shot.

Mr. Brock asked if anyone in the audience would like to speak against this proposal.

Holly Long lives on Birch Road. We found out about this meeting night before last. We took pictures every ten minutes through the day. Every picture we took, everyone was driving at a slow speed, some less than 10 miles an hour. The dust was not there. The Board looked at pictures (Exhibit 8).

TRAC Manager Ray Ritari joined the audience.

Don Hovley said he went around night before last to neighbors who signed a petition to the Board and the Road Department requesting that Birch Road be treated in some other method. He gave the Board copies of the letter and petition. Mr. Brock asked Mr. Koch to read it into the record.

Mr. Koch read the petition into the record: "We, the undersigned residents of Birch Road, Franklin County, are enduring a heavy cloud of dust each time a vehicle travels the road. As residents of Birch Road, we request that the county use a sealant or other means to stop the heavy emission of dust. Prompt action on this problem would be appreciated." It is signed by Sharon J. Hovley, Donald J. Hovley, Patricia Hilker, Ron Kelly, Kitty Kelly, Luis A. Marroquin, Sharon Rhodes, Paula Johnson, Dwight Johnson, Dan Holmes, Patty Holmes, Georgia Hurlbert, John Hurlbert, Peggy Sturtevant, Richard Sturtevant, John Long, Holly Long, Fred Olberding and Edie Olberding. (Exhibit 9).

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Holly Long said she is opposed to speed limits on the road for dust control, yes. John Long said "that not being the solution."

Mr. Brock said we're not looking at it as a solution but as a method to help. Mr. Brock said the biggest thing that precipitated this was ten-wheeler trucks and chicken farm trucks that go too fast. Holly Long said the chicken farm has been good lately. She said Scott English's truck came through at about 10 miles per hour last night. Mr. Long said the trucks were running 20 to 25 miles per hour yesterday. He referred to a picture showing a school bus that had just pulled out of the stop before us and is still in a cloud of dust from a truck a mile and a half down the road. In all the pictures, everyone was driving extremely slow compared to normally what we get.

Mr. Brock said I'm quite familiar with what the dust is out there.

Mr. Long said my swather will look just like that or worse when I go to cut hay. People don't want dust or dirt in the hay. When a buyer opens the hay, there are clouds of dust in the hay bales. There's nothing we can do about it.

Mr. Brock said the thing that precipitated this was to give it as a method to help, not as a cure-all. I feel that the slower they go, the better off we are. Mrs. Long said then I'm against it.

Mr. Brock asked twice more if anyone would like to speak against the proposal. Mr. Long said I'm still against it. I don't think it will do enough good to justify it.

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

Don Hovley spoke in favor of it if there is no other way but stated I do feel that we need to look at a sealant or some other means, even pavement on the road, because this has been too long with this problem. The problem wasn't near as bad until the road was reconditioned a few years ago with a clay base. That clay continually breaks loose and is one of the biggest causes of the dust flying on Birch Road. I don't know anything about any of the other roads we're talking about today.

Mr. Brock said he had discussed this point with Mr. Fife. Mr. Brock thinks there are about 32 miles of road with that particular clay base. Mr. Fife does not know the exact number of miles. Mr. Fife said it is extremely bad this year with dust everywhere.

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Mrs. Long asked why was the clay put on the road. Mr. Fife said we didn't have enough binder to hold it together so we didn't have to grade it as often. Every time we grade it, it brings the dust to the surface and makes the dust problem worse. If we can get it set up and there's enough moisture to do that, then we don't have to grade as often. This year we don't have moisture. Mrs. Long said we've never had enough moisture on it. Mr. Fife said in some cases there has been too much moisture where irrigation circles hit. He said once you get the surface bound up, then it will be like pavement. Mr. Hovley said it's been three years now and it hasn't worked. Mrs. Long said it gets worse and worse every year. She said we haven't been able to eat outside since about three or four months after that was put in. My kids can't play in the front yard. She said it can't even be watered down.

Mr. Brock closed the hearing to audience participation. He asked if the commissioners have any comments or questions.

Mrs. Corkrum said other than I thought maybe with the lower speed that it would help with the dust but seeing the pictures, I can see that it's not going to. Mr. Fife said we took pictures before at different speeds to show the dust problems. Mrs. Corkrum said even if it was down to 10 miles per hour, there was still dust. Mr. Fife said it was 25 miles an hour before it was anything substantial. Mr. Brock said he will disagree with anyone that says when the speed is down it doesn't make a difference, because when the ten-wheelers go slower, it makes a difference if there's any binder all. If there is no binder, it's bad no matter what. There's no binder there now.

Mrs. Corkrum asked is there any way to put some binder in that? Mr. Fife said that's what we did with the clay. Mr. Brock said the clay is a binder and water activates it. Mrs. Corkrum asked if we can put a sand in there. Mr. Fife said no. Mr. Brock said the clay makes for a real problem on that road. He said there are other roads that have the same problem.

Mr. Brock called for a motion.

Mr. Koch said he doesn't know that it will do us any good the way it looks in the pictures. Mr. Brock said it's got to be enforced. Mrs. Corkrum said I don't think you're

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going to get enforcement but maybe we will. Mr. Brock said it's better to have the reduced speed limit than not to have it. Mr. Fife said if it doesn't work, we can always go back to what it was. Mrs. Corkrum said so we could try it until you can do speed assessments and pictures? Mr. Fife said we'll take pictures of vehicles and the dust and the speeds. Mr. Brock said this is just one step on the road. We need to have the speed control, then we need to have something to bind that clay.

Motion – Mr. Koch: I make a motion we do accept it at this point and revisit it in the future. Mr. Brock said why don't we say accept it for one year. (Mr. Long and Mrs. Long both said, "No.") Mr. Brock said it has to be through the summer. Mr. Koch said accept it for six months and see what Tim Fife comes back with. Second by Mrs. Corkrum. 3:0 vote in favor. The Board said it will be in place from this time forward for six months. (Clerk's Note: Resolution 2005-124 was assigned but was changed to Ordinance 2-2005.) (Exhibit 10)

Mr. Brock thanked Mr. Hovley and Mr. and Mrs. Long for coming in and for their input. He said I am aware of the problem on Birch Road and that clay and it is a problem.

Public Works Trust Fund Loan

Mr. Fife asked if the Board wants him to apply for a Public Works Trust Fund (PWTF) loan to use for paving some county roads. The county has designated 31 to 41 miles that could be paved using the PWTF. Mr. Fife said the county can borrow up to \$12 million but we have to be able to pay it back. Other details were reviewed.

The Board asked Mr. Fife to apply for the funding. The application is due by April 6.

East Foster Wells Road Extension

Mr. Fife has met with Shannon McDaniel who works for the South Columbia Basin Irrigation District (SCBID) and other people involved with the United States Bureau of Reclamation (USBR) regarding the extension of East Foster Wells Road through Smith Canyon. A proposal has been prepared to be sent to the Bureau of Reclamation. It includes a wildlife crossing that is in conformance with the standards.

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The crossing is large to be in compliance but does not need to be that large for the irrigation water to go through Smith Canyon. Public access is allowed in the canyon but not vehicle access. We will also give them a public parking area so there is access to the canyon. Mr. Fife said Mr. McDaniel will talk to the SCBID board. It is the USBR's property. It is really a USBR decision, not a SCBID Board decision.

Everett Bridge

All concrete has been poured on Everett Bridge that we anticipate would be below the water level so it looks like the bridge replacement will be completed in time to be used this irrigation season. The girders will be delivered in a few weeks.

TRAC

TRAC Manager Ray Ritari met with the Board. Present in audience: Melissa Hoyos.

Event Update

The American Bicycle Association (AMA) races are going on at TRAC now.

Recent events are listed day-by-day with attendance figures in parentheses: Farm Fair (1000), Canandaigua Wine (72), Irish Games move-in (200), Irish Games, American Bicycle Association Move-in (1), American Bicycle Association (1), Pasco Chamber Luncheon (27), American Bicycle Association (1), and Washington Finance Officers Association (30). There were no noise issues during the Irish Games.

Upcoming events include: American Bicycle Association, Spring Arts and Crafts, Family-A-Fair Exit Party, TCAHA Meeting, Mercer Birthday Party, RDO Equipment, DSHS, Yakima Valley School DDD, USTRC, and Quilt Show.

Ice Use

TCAHA used the Pavilion ice rink 1090 hours. The two rinks at the Three Rivers had 1026 hours of use. This does not count other teams using ice, just the youth association.

Portable Floor

Mr. Ritari said we're very pleased with the way the portable floor performed during the Irish Games, its first use. It took awhile to put it together. It was rolled up to

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store. Right now it is stored in the corner where the basketball floor is. It could go outside with a tarp over it but that is not the preferential storage. Mr. Ritari said the obvious solution is more storage. Mrs. Corkrum said she doesn't know where more storage could be placed. Mr. Bowen said it could only go on the six acre site. We cannot put curtains over chain link fencing because it would be a fire hazard unless there is a sprinkler system or something similar. Mrs. Corkrum asked about using a pole building without any amenities except for lights. Mr. Ritari said the cost was about \$36,000 when it was checked into last year. Other ideas were discussed about spots for a storage area. Mr. Brock asked that some drawings be prepared of possible storage areas. Mrs. Corkrum said it would need to be kept clean. She said the dimensions would need to be figured out so it would be adequate for current needs. Mr. Brock said it would need to have some extra space also for future needs.

Recessed at 10:32 a.m.

Reconvened at 10:36 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. Present in audience:
Melissa Hoyos.

Engineer Tim Fife joined the meeting.

3/10ths of 1% Criminal Justice Tax

Mr. Bowen had asked Mr. Fife to be here because he was at the meeting with the City of Pasco. Mr. Bowen said Pasco wants to be able to go to residents and ask them for 1/10th of 1% sales tax to go toward a water park. Mrs. Corkrum said it is a Tri-City goal, for Kennewick and Richland also. Mr. Bowen said yes.

The City asked the county to consider going for 2/10ths of 1% instead of 3/10ths of 1% because the city wants to be able to go to citizens and ask for 1/10th of 1%. We don't know if the water park will exist so that is all speculation. The city said if the county would reconsider going for 2/10ths of 1% instead of 3/10ths of 1%, the city would take over Chiawana Park for the 2006 season and pay for half of the budget to open the

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park in April 2005. The county would put up \$80,000, the city would put up \$80,000, and then Chiawana Park would be open regular hours from April 1 to November 1.

Mr. Brock asked the difference in the impact of 2/10ths of 1% compared to 3/10ths of 1%. Mr. Bowen said the county would receive revenue from 1/10th of 1% estimated at \$420,000 and the city would receive \$280,000, totaling \$700,000. It would multiply by two and three, which would take the county out to \$1,260,000 at the full 3/10ths of 1% and the city to \$840,000. Of that, 30% of the county's 60% is required to go to criminal justice. There is "no supplanting" language in the criminal justice tax so it could only be spent on new programs or increases to existing programs. The remaining 70% could be used on new programs county-wide. Mrs. Corkrum said such as paving county roads. Mr. Fife said it could be used to finish a park project that is planned but not started.

Mr. Bowen said it doesn't make sense that legislation would bind the county's hands because we can't afford existing programs but to offer the county this type of assistance is not giving us much assistance. Mrs. Corkrum said except our costs are going up and it can be used for increased costs such as cost of living increases, insurance increases, etc., if it's more than last year's budget.

Mr. Bowen told the Board that the PA's office was asked to give a list of things they could use new monies on but he has not received a response. He also checked with Superior Court.

Mr. Bowen said we talked about paving 30 miles of county roads. Mr. Brock said the people today (Mr. Hovley and Mr. and Mrs. Long) felt the reason they didn't want the slower speed limit is because that's all they're going to get. Mr. Brock said it will help.

Mrs. Corkrum said for this year's budget on the park we've dedicated some money to keep it watered, etc., without opening it. The budgeted amount is approximately \$165,000. Mr. Fife said we haven't had an assistant hired for the first three months so that cost is already lower than budgeted. Mr. Fife will meet with the park employee to determine a way to lower costs. It is possible the opening date can be

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moved from April 1 to a later date. He will come back to the Board with cost estimates for the ideas for changes.

Mr. Brock asked how many million dollars will \$420,000 leverage over a period of time? Mrs. Corkrum asked are you saying putting 1% towards roads and the rest for other projects? Mr. Brock said I'm just asking. Mr. Fife said for each million dollars leveraged, the payment would be about \$60,000 per year. He said an estimate to pave a mile of road is \$150,000. Mr. Brock figured to pave 30 miles of road would cost roughly \$4.5 million. It could cost about \$300,000 a year to do 30 miles.

Mr. Fife said the priority array of gravel roads is being redone to help determine which roads should be paved. Mrs. Corkrum said the application should be put in. If the vote is successful and the loan is successful, then the funding should come together. Mr. Fife said the loan will not be available until the next legislative session. He reviewed some dates in the loan application.

More projected figures were reviewed.

Mr. Brock said adding new programs is not what we need. Mrs. Corkrum said absolutely not. Mr. Koch also agreed.

Mr. Bowen said the utility tax that the legislature is considering would be helpful in relieving current problems. It would have to be used for criminal justice.

Mr. Bowen asked the Board for direction. Mr. Fife said the most it would cost in 2005 in addition to the current budget amount to bring the park up to full funded level is \$25,000 to \$30,000. Mr. Brock asked Mr. Bowen and Mr. Fife to come back with a sheet of paper on Monday with funding identified.

Mr. Brock said the roads with clay have the tremendous problem. Mr. Fife said that was done for maintenance reasons because they are the highest traveled roads. Mr. Fife said the clay is working well in places. He said we can use 30 miles of gravel road as a target. There are 420 miles of gravel roads throughout the county. Mrs. Corkrum asked how many are in the irrigated area, subtracting dryland roads. Mr. Fife does not have the figure with him. Mrs. Corkrum said Murphy Road in the dryland area has an orchard. Mr. Fife said and there are also roads with sensitive crops in

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the dryland area. Mr. Brock does not want us to get into a certain list of roads because we may add or delete roads as we go.

Sheriff's Vehicle CS-2332

A letter was sent asking that if anything happened to any vehicle that was not considered to be a routine maintenance issue to notify the Board. Darrel Farnsworth has notified Mr. Bowen that a sheriff's vehicle has a bent wheel which will cost about \$110.00 plus labor to repair. The spare was taken out of a wrecked vehicle and put on the car.

Mrs. Corkrum said she thinks an Incident Report should be required by sheriff's officers when damage happens to a vehicle.

Mr. Bowen said the repair cost will have to come out of Contingency. Mr. Brock and Mr. Koch said the repair cost has to come out of the Sheriff's Budget. Mrs. Corkrum agreed.

Sheriff's Vehicles

Mr. Brock wants to establish a policy that all vehicles, whether by grant or otherwise, are put on the county service program. Mr. Fife said the Sheriff's Office was hoping to use this vehicle to replace one that was wrecked. Mrs. Corkrum said it should be run through our shop and upgraded for lights and whatever. Mr. Brock asked that we make a clarification on that policy. Mrs. Corkrum said she thinks we have already said that every vehicle goes through that process. The Commissioners want the all the work to be done at the county shop even though outside shops are well qualified. They instructed Mr. Bowen to send a letter.

Motion – Mrs. Corkrum: I so move to send a letter to the Sheriff advising him, authorized under the Chairman's signature. Second by Mr. Koch. 3:0 vote in favor.

Letter to Sheriff regarding Jail Use Agreement with City of Pasco

Motion – Mrs. Corkrum: I move approval of the letter to the Sheriff. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

Grand Ol' Fourth

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Mr. Bowen showed the Board a list of those attending the Grand Ol' Fourth planning meetings and a list of subcommittees.

Personal Services Agreement with Atlas Robotics

Atlas Robotics is some robots that will be mingling with the crowds.

Motion – Mr. Koch: I so move that we accept the Personal Service Agreement between Franklin County and Atlas Robotics. This is Resolution 2005-125. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 12)

Agreement with JAK Advertising

Motion – Mrs. Corkrum: I move we approve Resolution 2005-126, an agreement between Franklin County and JAK Advertising Agency to sell advertising and sponsorships for the project designated Grand Ol' Fourth. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

Executive Session at 11:27 a.m. regarding personnel expected to last 30 minutes.

Open Session at 12:04 p.m.

Recessed at 12:04 p.m.

Reconvened at 2:20 p.m.

Executive Session at 2:20 p.m. regarding personnel expected to last 15 minutes.


Open Session at 2:35 p.m.

Adjourned at 2:35 p.m.

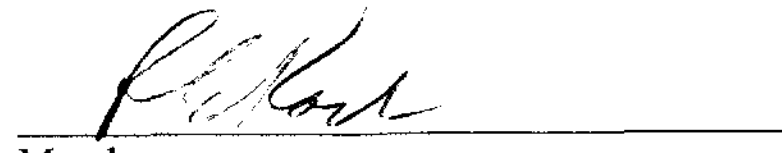
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 21, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed March 28, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 119**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: CREATION OF LINE ITEM 519.90.46.0002 (WSAC-L&I ASSESSMENT)
WITHIN THE NON-DEPARTMENTAL BUDGET, NUMBER 001-000-700****INTRA BUDGET TRANSFER IN THE AMOUNT OF \$10,000 FROM THE 2005
NON-DEPARTMENTAL BUDGET, NUMBER 001-000-700, LINE ITEM
519.90.10.0001 (CONTINGENCY RESERVE) TO LINE ITEM 519.90.46.0002
(WSAC-L&I ASSESSMENT)**

WHEREAS, the Washington State Association of Counties (WSAC), in accordance with the Memorandum of Understanding, requires Franklin County to utilize the services of Sedgwick CMS, Inc.; and

WHEREAS, an invoice will be received on a yearly basis from WSAC for Sedgwick CMS, Inc. services, thus necessitating the need to create a designated line item to track costs; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the creation of line item 519.90346.0002 (WSAC-L&I Assessment) within the Non-Departmental Budget, Number 001-000-700.

BE IT FURTHER RESOLVED the Board hereby approves an intra budget transfer in the amount of \$10,000 within the 2005 Non-Departmental Budget, Number 001-000-700, from line item 519.90.10.0001 (Contingency Reserve) to line item 519.90346.0002 (WSAC-L&I Assessment).

APPROVED this 16th day of March 2005.

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



Frank H. Brock, Chair

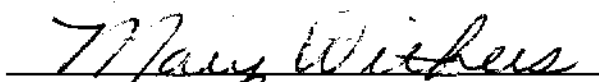


Neva J. Qorkrup, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
Minutes
Commissioner's

cc: Accounting Department
Treasurer
Transfer Notebook

EXHIBIT 2
Franklin County Auditor

March 16, 2005

1016 North 4th Avenue
Pasco, WA 99301

ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

March 16, 2005

Franklin County Commissioners:

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

Action: As of this date, March 16, 2005.

Move that the following warrants be approved for payment:

2005

FUND	WARRANT	AMOUNT
<u>Expenditures</u>		
Current Expense	44188-44276	\$372,930.74
TRAC Operations	8256-8285	\$13,849.50
Franklin County RV Facility	116-117	\$196.11
TOTAL:		\$386,976.35

In the amount of \$386,976.35 The motion was seconded by ,
And passed by a vote of 3 to 0 .

Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

March 16, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

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

Dear Representative Grant:

We urge your support for HB 2224, as the local option utility tax bill is critical in providing a significant new source of revenue to offset losses of sales tax due to annexations and incorporations and limits on property tax.

Franklin County spends over 70% of current expense funds on law and justice. While these new funds are dedicated to criminal justice, local flexibility is preserved for existing county revenues. The funds would allow us to respond to local economic and political realities. As a low tax base county, we are unable to support basic services and the estimated \$968,000 that Franklin County would receive would be significant to our tax base.

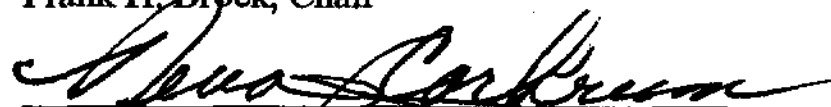
We currently depend on property tax, which is limited to 1% growth. None of the costs associated with law and justice, public health, or mental health grow at that low rate. Every year county commissioners and council members must take tax and fee votes to pass their budget. We are no different.

We urge your support for HB 2224 to give us this local option. If you cannot vote for it, will you at least urge your caucus to not lock up on this bill and let members vote as individuals.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

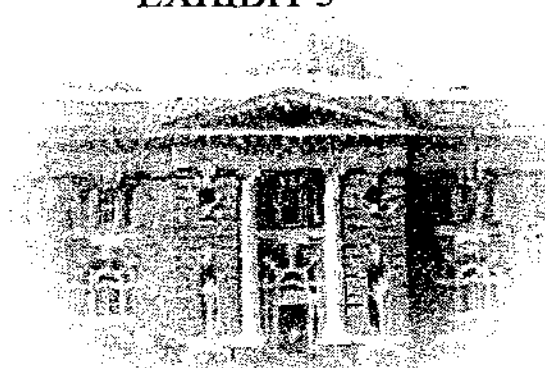
cc: WSAC - File/LB

March 16, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

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

Dear Representative Hankins:

We urge your support for HB 2224, as the local option utility tax bill is critical in providing a significant new source of revenue to offset losses of sales tax due to annexations and incorporations and limits on property tax.

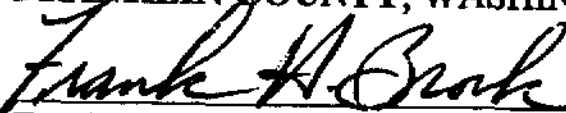
Franklin County spends over 70% of current expense funds on law and justice. While these new funds are dedicated to criminal justice, local flexibility is preserved for existing county revenues. The funds would allow us to respond to local economic and political realities. As a low tax base county, we are unable to support basic services and the estimated \$968,000 that Franklin County would receive would be significant to our tax base.

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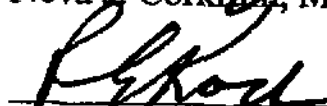
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FRANKLIN COUNTY, WASHINGTON


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Neva J. Corkrum, Member


Robert E. Koch, Member

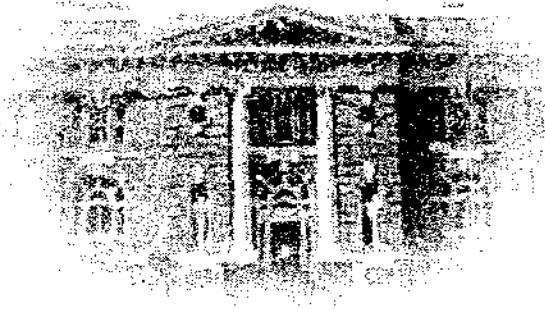
cc: WSAC - File/LB

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Robert E. Koch
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District 3



Fred H. Bowen
County Administrator

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Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

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

Dear Representative Haler:

We urge your support for HB 2224, as the local option utility tax bill is critical in providing a significant new source of revenue to offset losses of sales tax due to annexations and incorporations and limits on property tax.

Franklin County spends over 70% of current expense funds on law and justice. While these new funds are dedicated to criminal justice, local flexibility is preserved for existing county revenues. The funds would allow us to respond to local economic and political realities. As a low tax base county, we are unable to support basic services and the estimated \$968,000 that Franklin County would receive would be significant to our tax base.

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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

cc: WSAC - File/LB

March 16, 2005

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Frank H. Brock
District 3



Fred H. Bowen
County Administrator

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Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

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

Dear Representative Cox:

We urge your support for HB 2224, as the local option utility tax bill is critical in providing a significant new source of revenue to offset losses of sales tax due to annexations and incorporations and limits on property tax.

Franklin County spends over 70% of current expense funds on law and justice. While these new funds are dedicated to criminal justice, local flexibility is preserved for existing county revenues. The funds would allow us to respond to local economic and political realities. As a low tax base county, we are unable to support basic services and the estimated \$968,000 that Franklin County would receive would be significant to our tax base.

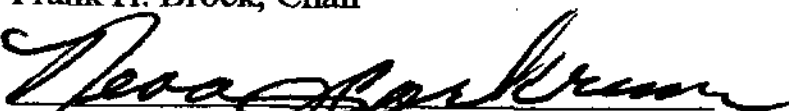
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Sincerely,

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FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

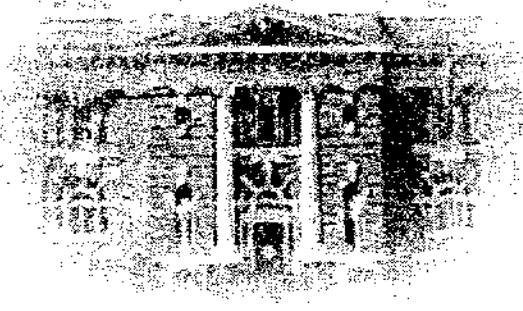
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March 16, 2005

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District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

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

Dear Representative Buri:

We urge your support for HB 2224, as the local option utility tax bill is critical in providing a significant new source of revenue to offset losses of sales tax due to annexations and incorporations and limits on property tax.

Franklin County spends over 70% of current expense funds on law and justice. While these new funds are dedicated to criminal justice, local flexibility is preserved for existing county revenues. The funds would allow us to respond to local economic and political realities. As a low tax base county, we are unable to support basic services and the estimated \$968,000 that Franklin County would receive would be significant to our tax base.

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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

cc: WSAC - File/LB

March 16, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

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

Dear Representative Walsh:

We urge your support for HB 2224, as the local option utility tax bill is critical in providing a significant new source of revenue to offset losses of sales tax due to annexations and incorporations and limits on property tax.

Franklin County spends over 70% of current expense funds on law and justice. While these new funds are dedicated to criminal justice, local flexibility is preserved for existing county revenues. The funds would allow us to respond to local economic and political realities. As a low tax base county, we are unable to support basic services and the estimated \$968,000 that Franklin County would receive would be significant to our tax base.


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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

cc: WSAC - File/LB

EXHIBIT 4
FRANKLIN COUNTY RESOLUTION NO. 2005-120

March 16, 2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: LANDFILL GROUP PARTICIPATION AND FUNDING AGREEMENT FOR THE INTERIM REMEDY AT THE PASCO SANITARY LANDFILL SITE BETWEEN PASCO SANITARY LANDFILL, INC., NEW WASTE, INC., BASIN DISPOSAL, INC., THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, SANDVIK SPECIAL METALS, LLC, CITY OF KENNEWICK AND FRANKLIN COUNTY

WHEREAS, the Franklin County Chief Civil Deputy Prosecutor presented the Board with the Landfill Group Participation and Funding Agreement for their signature during the Commissioner Proceedings for March 16, 2005; and

WHEREAS, the purpose of said agreement is to provide for cost sharing and cooperation between the parties to conduct the Interim Remedy, to release each other from certain claims, to resolve disputed claims, to provide for the handling of certain settlement proceeds, and to coordinate other activities related to the Site and the Landfill Group's agreements with Industrial Waste Area Group (IWAG) and Philip Services Corporation (PSC); and

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

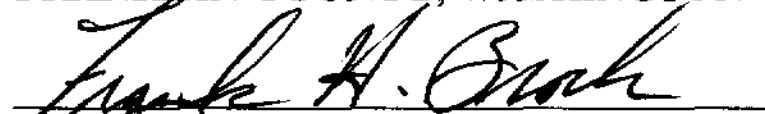
WHEREAS, the Board of Franklin County Board of Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

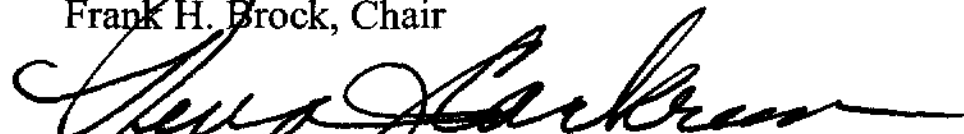
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Landfill Group Participation and Funding Agreement for the Interim Remedy at the Pasco Sanitary Landfill Site between Pasco Sanitary Landfill, Inc., New Waste, Inc., Basin Disposal, Inc., The Burlington Northern and Santa Fe Railway Company, Sandvik Special Metals, LLC, City of Kennewick and Franklin County.

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

APPROVED this 16th 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

**LANDFILL GROUP
PARTICIPATION AND FUNDING AGREEMENT
FOR THE INTERIM REMEDY
AT THE PASCO SANITARY LANDFILL SITE**

March 15, 2005

THIS AGREEMENT, effective on the date specified in Section 19, is by and between the members of the Landfill Group as identified on Exhibit A, including but not limited to Pasco Sanitary Landfill, Inc. ("PSL"); Basin Disposal, Inc. ("BDI"); The BNSF Railway Company ("BNSF"); Sandvik Special Metals, LLC ("Sandvik"); Franklin County, Washington ("Franklin County"); and, the City of Kennewick, Washington ("Kennewick"). The individual signatories to this Agreement are each referred to as a "Party" and are collectively referred to as "the Parties" or "the Landfill Group."

I. RECITALS

1. The Parties have all been named as Potentially Liable Parties ("PLP") or have legal claims made by a PLP with respect to the Pasco Sanitary Landfill Site located in Franklin County, Washington (the Site"), and some or all of the Parties are under one or more regulatory orders issued by the Washington Department of Ecology ("Ecology") to remediate the Site.

2. The Parties entered into one or more agreements with Philip Services Corporation (PSC) wherein PSC agreed to perform all the work required under the Ecology Orders; PSC and its several subsidiary and affiliated companies filed for bankruptcy protection; during the bankruptcy process the Parties secured an assignment of a PSC insurance policy issued by Harbor Insurance Co.; and the parties have reached a settlement with Harbor Insurance Co. that will providing funding for remedial actions at the Site.

3. The Parties have negotiated a Joint Site Implementation Agreement (the "IWAG Agreement") with the members of the Industrial Waste Area Group II (IWAG) identified in Exhibit B wherein IWAG agrees to pay the Landfill Group a portion of the money IWAG will receive from PSC under IWAG's settlement with PSC during the bankruptcy process; IWAG and the Landfill Group each agree to perform certain work at the Site as required under Department of Ecology Orders; and, the Landfill Group agrees to fund a portion of the work IWAG will undertake at the Site.

Therefore, in mutual consideration of their promises and agreements herein, the Parties agree as follows:

II. AGREEMENT

1. Purpose.

The purpose of this Agreement is to provide for cost sharing and cooperation between the Parties to conduct the Interim Remedy, to release each other from certain claims, to resolve disputed claims, to provide for the handling of certain settlement proceeds, and to coordinate other activities related to the Site and the Landfill Group's agreements with IWAG and PSC.

2. Definitions.

2.1 Claim. When used in this Agreement, "Claim" shall mean any action, charge, claim, cost, demand, expense, judgment, liability, loss, obligation, order, or penalty in connection with the Site, including, but not limited to, contribution claims and claims for attorneys' fees, court costs, and other costs of administrative proceedings or litigation, regardless of whether such Claim arises in tort, contract or otherwise or under statute or common law.

2.2 Completion Date. When used in this Agreement, "Completion Date" shall mean the date on which the PLPs receive written notice from Ecology pursuant to Section VI of Agreed Order DE 00 TCPER-1324 that the PLPs have completed the required interim actions, or January 1, 2008, whichever occurs first.

2.3 Ecology Orders. When used in this Agreement, "Ecology Orders" shall mean, collectively, Agreed Order DE 00 TCPER-1324 and Agreed Order DE 00 TCPER-1326, and the parallel enforcement orders issued by Ecology in connection with these Agreed Orders, along with all attachments thereto, issued by Ecology on or about June 20, 2000, for performance of the Interim Remedy. Agreed Order DE 00 TCPER-1324 and its parallel enforcement order are referred to herein as the "IWA/GW Order" and Agreed Order DE 00 TCPER-1326 and its parallel enforcement order are referred to herein as the "LF Order."

2.4 Interim Remedy. When used in this Agreement, "Interim Remedy" shall mean the Interim Remedy approved by Ecology and set forth in the current Industrial Waste and Ground Water Interim Action Scope of Work ("IWA/GWA SOW") incorporated into the IWA/GW Order, and the Sanitary Landfill Area Closure Interim Action Scope of Work ("MSW SOW") incorporated into the LF Order, collectively the "SOWs," and all activities by the Parties incidental thereto and undertaken pursuant to the Ecology Orders within the scope of the SOWs.

2.5 Costs. When used in this Agreement "Costs" means money expended or to be expended for the Interim Remedy including but not limited to, attorney's or consultants' fees, engineering costs, construction costs, costs of site investigations, studies, public relations, and/or materials or services of any kind

2.6 Past Costs. When used in this Agreement, "Past Costs" shall mean all costs and expenses of any kind incurred by any Party in connection with the Site prior to the effective date of the Ecology Orders, including but not limited to, attorneys' or consultants' fees, engineering costs, construction costs, costs of site investigations, studies, public relations, and/or materials or services of any kind.

2.7 Costs Released Hereunder. As used in this Agreement, "Costs Released Hereunder" shall mean all Costs and Past Costs incurred or to be incurred by any Party or Parties in connection with the Site, up to the Completion Date. The term shall not include any "Expanded SOW Costs."

2.8 Expanded SOW Costs. As used in this Agreement, the term "Expanded SOW Costs" shall not apply to any cost, loss, damage, or expense of any kind incurred prior to the Completion Date, unless Ecology issues an order materially expanding the IWA/GWA SOW or the MSW SOW. If Ecology does issue an order materially expanding the IWA/GWA SOW or the MSW SOW, the term "Expanded SOW Costs" shall mean the costs incurred in performing the expanded scope of work, over and above the cost that would have been incurred in performing the Ecology Orders if Ecology had not expanded the scope of work.

2.9 Site. As used in this Agreement, the term "Site" means the Pasco Sanitary Landfill Site, as more particularly described in Attachment A to the Ecology Orders.

2.10 Settlement Proceeds. As used in this Agreement, the term "Settlement Proceeds" means the "IWAG Settlement Proceeds" and the "Harbor Settlement Proceeds." The term "IWAG Settlement Proceeds" means the funds paid and to be paid by IWAG pursuant to the IWAG Agreement, consisting of \$100,000, payable in 3 equal installments in July 2004, July 2005, and July 2006. The term "Harbor Settlement Proceeds" means the funds paid and to be paid by Continental Insurance Company, successor to Harbor Insurance Company, pursuant to the Settlement Agreement and Release between the Landfill Group and Continental Insurance Company dated February 4, 2005, consisting of an initial payment of \$1,600,000 and a subsequent payment of \$350,000. The term "Settlement Proceeds" shall include all future earnings, growth, and other increases resulting from the investment thereof, and all other proceeds derived in any way therefrom.

2.11 Stakeholder. As used in this Agreement, the term "Stakeholder" means a Party or Parties to whom a share of the Settlement Proceeds is allocated as set forth herein. For purposes of this Agreement, PSL, NWI, Larry and Elaine Dietrich collectively are regarded as a single Stakeholder; BDI, Leonard and Glenda Dietrich collectively are regarded as a single Stakeholder; and BNSF, Sandvik, the City of Kennewick, and Franklin County are each regarded as a single Stakeholder, making a total of six Stakeholders.

3. Handling of Settlement Proceeds.

3.1 Each Stakeholder shall be allocated a one-sixth share of the Settlement Proceeds. No Stakeholder shall actually receive, free and clear of its obligations under this agreement, its allocated share of the Settlement Proceeds, or any portion thereof, unless and until either (a) all investigation and remediation activities which may be required at the Site, now or in the future, have been completed, or (b) that Stakeholder has been fully and finally absolved of all potential liability relating to investigation and remediation activities at the Site. No Stakeholder shall be entitled to use or spend its allocated share of the Settlement Proceeds, or any portion thereof, except as set forth herein. No Stakeholder shall have any right, title, or interest in any portion of the Settlement Proceeds beyond its allocated one-sixth share, other than the right to require that all Settlement Proceeds be handled and used as set forth in this Agreement.

3.2 The Settlement Proceeds shall be held in trust for the implementation of this Agreement and the completion of all investigation and remediation activities which may be required in connection with the Site, now or in the future.

3.3 Upon Receipt of the initial payment of the Harbor Settlement Proceeds, certain disbursements will be made as described in section 4 below. The Stakeholders' respective allocated shares of the initial Harbor Settlement Proceeds, and the remaining balance from the first installment of IWAG Settlement Proceeds, will then be adjusted as shown in Exhibit C, to account for these payments, as well as other payments made from the IWAG Settlement Proceeds prior to the date of this Agreement.

3.4 Each Stakeholder shall have the right to determine how its allocated share of the Settlement Proceeds will be invested, subject to the approval of the other Stakeholders, which approval shall not be unreasonably withheld. In determining appropriate investments, some preference shall be given to the preservation of capital. The City of Kennewick and Franklin County shall not be expected to make any investment which would violate applicable laws governing investment or commingling of public funds.

3.5 The Settlement Proceeds will be placed initially into a trust account established by Preston Gates & Ellis with a financial institution licensed to do business in the State of Washington (the "Landfill Group Trust Account"). As soon as possible, but no later than 30 days after the Effective Date of this Agreement, each Stakeholder shall provide Preston Gates & Ellis and the other Stakeholders with written directions specifying who shall be the trustee for its allocated share of the Settlement Proceeds, and how its allocated share will be invested. If no other Stakeholder objects to such directions within 7 days after receipt, then each Stakeholder's share of the Settlement Proceeds will then be held or transferred pursuant to those directions. Any 2 or more Stakeholders may agree in writing to combine their respective shares of the Settlement Proceeds in a single account or other investment program.

3.6 Any Stakeholder who wishes to make a significant change in its investment account or investment program shall provide the other Stakeholders advance written notice with at least 7 days' opportunity to object to the proposed change. The term "significant change" shall include, without limitation, changing the trustee or custodian of the funds, moving 20% or more of the value of the funds from one mutual fund to another, trading individual debt or equity securities amounting in the aggregate to more than 20% of the value of the funds within any 3-month period, any change in the investment objectives, and/or other changes of similar magnitude.

3.7 Each Stakeholder shall, upon request by any other Stakeholder, provide an accounting of its share of the Settlement Proceeds, including but not limited to copies of all account statements, disbursement records, and other documents pertaining to the investment, handling, use, and status of such funds.

3.8 All earnings, growth, and other increases achieved by a particular Stakeholder through the investment of its allocated share of the Settlement Proceeds, and all other proceeds derived in any way therefrom, shall be added to that Stakeholder's allocated share of the Settlement Proceeds. No Stakeholder shall have any right, title, or interest in any earnings, growth, or other increases achieved by any other Stakeholder, or any other proceeds derived therefrom, other than the right to require that all Settlement Proceeds be handled and used as set forth in this Agreement.

3.9 Each Stakeholder's allocated share of the Settlement Proceeds shall be used only for (a) payment of engineering, design, and operational costs of investigation, monitoring and remedy construction and operation at the Site, (b) payment of taxes and other governmental assessments which may be incurred unavoidably in connection with the receipt, allocation, investment, and handling of such funds; and (c) payment of reasonable brokerage commissions, management fees, and similar costs associated with the investment of such funds. Such funds may not be expended for attorneys' fees, penalties, assessments or furtherance of claims against other PLPs, or any other purpose, unless all Parties agree in writing. Any payment made from the Settlement Proceeds on behalf of a particular Stakeholder shall reduce that Stakeholder's remaining share of the Settlement Proceeds by the amount of the payment.

3.10 Each Stakeholder shall exercise best efforts to avoid and/or minimize any taxes and other governmental assessments which may be incurred in connection with the receipt, allocation, investment, and handling of its allocated share of Settlement Proceeds. If any Stakeholder uses funds from its allocated share of Settlement Proceeds to pay any taxes or other governmental assessments, and if that Stakeholder later recovers any portion of such payments (whether by means of a tax refund, a tax benefit attributable to the Settlement Proceeds or to Costs paid therefrom, or otherwise), then that Stakeholder will return to the trust account containing its remaining share of the Settlement Proceeds the amount previously used to pay such taxes or assessments.

3.11 Any Stakeholder may deposit to the trust account containing its share of the Settlement Proceeds, any additional funds it obtains from its own insurers, or from

other sources, in connection with Costs incurred or to be incurred in connection with the Site. Upon deposit, such additional funds shall be governed by the terms of this Agreement. Such additional funds shall be allocated solely to the Stakeholder who deposited them, and no other Stakeholder shall have any right, title, or interest in such additional funds, or any earnings, growth, increases or other proceeds derived therefrom, other than the right to require that all Settlement Proceeds be handled and used as set forth in this Agreement. If at any time such Stakeholder becomes legally obligated to reimburse any portion of such additional funds to its insurer (or other source) who provided them, then such reimbursement may be made from the trust account containing that Stakeholder's share of the Settlement Proceeds, to the extent that such Stakeholder's remaining interest in such account has a positive balance.

3.12 If at some future date a Stakeholder is fully and finally absolved of all potential liability relating to investigation and remediation activities at the Site, then that Stakeholder's remaining share of the Settlement Proceeds shall be released to that Stakeholder, free and clear of any right, title, or interest claimed by any other Party. If at some future date it is established conclusively that all investigation and remediation activities which may be required at the Site, now or in the future, have been completed, then each Stakeholder's remaining share of the Settlement Proceeds shall be released to that Stakeholder, free and clear of any right, title, or interest claimed by any other Party.

4. Payment of Joint Defense Costs.

4.1 The Parties retained the law firm of Gordon Murray Tilden, LLP ("GMT") to represent their collective interests in the Harbor Insurance Co. matter. The matter was successfully mediated by Jerry McNaul on December 8, 2004 and final settlement documents have been executed. Each Stakeholder shall pay one-sixth (1/6) of GMT's invoice(s) and one-twelfth (1/12) of the mediator's fee, within thirty (30) days of receipt of invoices or the effective date hereof, whichever is later. It is agreed that GMT's invoices and the mediator's fee shall be paid from the Harbor Settlement Proceeds as soon as such proceeds are received by GMT, and that each Stakeholder's allocated share of the Settlement Proceeds shall be reduced accordingly, as shown in Exhibit C.

4.2 The Parties retained the law firm of Gardere Wynne Sewell, LLP ("GWS") to represent their collective interests in the PSC bankruptcy proceedings. The matter was successfully resolved through a settlement agreement approved by the bankruptcy court in January 2004. An outstanding balance of \$3,023.25 remains to be paid on GWS's invoices by several Parties. Specifically, Franklin County owes GWS \$2,366.15, and BNSF, BDI and Kennewick each owe GWS \$219.03. It is agreed that the balance owed to GWS will be paid from the Harbor Settlement Proceeds as soon as such proceeds are received by GMT or PGE, and that the allocated shares of Franklin County, BNSF, BDI and Kennewick shall be reduced accordingly, as shown in Exhibit C.

4.3. The Parties agreed to pay Philip Services Corp., or its successor, the sum of \$24,000 as reimbursement of expenses incurred by Philip in connection with the

Parties' pursuit of claims against Harbor Insurance Co. Each Stakeholder agrees to pay one-sixth of this \$24,000. All Parties agree that this \$24,000 may be paid from the Harbor Settlement Proceeds as soon as such proceeds are received by GMT, and that each Stakeholder's allocated share shall be reduced accordingly, as shown in Exhibit C.

5. IWA/GW Order Funding.

5.1 The Joint Site Implementation Agreement with IWAG requires the Landfill Group to pay IWAG \$80,000 per year, beginning January 1, 2004 and ending on the Completion Date, to fund the Landfill Group's share of IWA/GW Order. The initial payment (\$80,000) is due within thirty (45) days after the effective date of the Joint Site Implementation Agreement. Additional payments of \$20,000 are due on a quarterly basis beginning April 15, 2005. The Parties agree to allocate responsibility for this obligation pursuant to the following Interim Remedy Allocation Formula:

PSL	50%
BDI	25%
BNSF	15%
Sandvik	10%
Kennewick	0%
Franklin County	0%

5.2 PSL, BDI, BNSF, and Sandvik shall pay their respective allocated shares of the Landfill Group's obligations to IWAG prior to the payment due dates. Such payments shall be made through the Landfill Group's representative as designated in the Joint Site Implementation Agreement. Each Stakeholder's payments under this paragraph may be made from the trust account containing that Stakeholder's share of the Settlement Proceeds, to the extent that such Stakeholder's remaining interest in such account has a positive balance.

6. LF Order Funding.

6.1 PSL retained Eric Jensen, beginning January 1, 2004 and ending December 31, 2004, to perform the work required by the LF Order. PSL's contract with Eric Jensen is attached as Exhibit D. Prior to the effective date of this Agreement and the development of the Interim Remedy Allocation Formula, the Parties agreed to fund this obligation using money (\$33,333.33) received from IWAG in July 2004 pursuant to IWAG's settlement with PSC in the bankruptcy proceedings. The Parties now agree to allocate responsibility for this obligation pursuant to the Interim Remedy Allocation Formula and, as a result, some Stakeholders received more than a one-sixth (1/6) share of the money received from IWAG in July 2004. Accordingly, the Parties agree that future payments shall be made from the Settlement Proceeds so that the Stakeholders' interests in the account and funds can be adjusted to reflect their respective one-sixth allocation of the Settlement Proceeds, all as set forth in Exhibit C.

6.2 The Parties agree to retain Eric Jensen or another qualified person (the "Consultant"), beginning January 1, 2005 and ending upon the Completion Date unless the Consultant is terminated earlier pursuant to Consultant's contract with the Landfill Group, to perform the work required by the LF Order. The Parties intend that the terms of the Consultant contract will be substantially similar to the terms shown in Exhibit D. The Parties agree to allocate responsibility for this obligation pursuant to the Interim Remedy Allocation Formula. PSL, BDI, BNSF, and Sandvik shall pay their respective allocated shares of this obligation. Such payments shall be made through the Landfill Group's representative as designated in the Joint Site Implementation Agreement. Each Stakeholder's payments under this paragraph may be made from the trust account containing that Stakeholder's share of the Settlement Proceeds, to the extent that such Stakeholder's remaining interest in such account has a positive balance.

6.3 The Parties agree to select a Consultant and direct the work required by the LF Order by consensus but if consensus is not feasible under the circumstances then decisions relating to the Consultant and the work shall be determined by simple majority vote of the Parties.

7. Waiver and Release of Claims.

7.1 Except as expressly stated in this Section 7, each Party waives and releases all Claims it may have against each and every other Party for all Costs Released Hereunder.

7.2 John Dietrich and the Estate of Marjorie Dietrich are intended third-party beneficiaries of the foregoing waiver and release of claims. Each Party waives and releases all Claims it may have against John Dietrich and the Estate of Marjorie Dietrich for all Costs Released Hereunder.

7.3 Except as otherwise expressly provided in this Agreement, the waivers and releases of claims set out in this Section 7 are intended to benefit the Parties and shall not be for the benefit of any person or entity not a Party.

7.4 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall prohibit any Party from making a contribution, contract or other Claim against any person or entity who is not a Party to this Agreement.

7.5 The waivers and releases in this Agreement shall be effective, and shall continue, only to the extent the released Party's obligations under this Agreement are performed. The waivers and releases in this Agreement shall survive termination of this Agreement.

7.6 If a Party defaults on any such payment or obligation and fails to cure, the defaulting Party shall no longer be entitled to the benefit of the waiver and release provided to it under this Agreement for Costs incurred after default and prior to the Completion Date. The waiver and release granted by the defaulting Party to any other

non-defaulting Party shall continue in full force and effect and the rights and entitlements of all non-defaulting Parties remain valid and enforceable against such defaulting Party.

7.7 The Parties specifically reserve their rights against other persons or entities not a Party to this Agreement, and agree to cooperate with each other in identifying other potential sources of contamination and other PLPs.

7.8 No Party guarantees the performance of any other Party.

7.9 Nothing in this Agreement shall change any Party's status as to whether or not that Party is a PLP with respect to the Site or any subarea of the Site, nor shall anything in this Agreement increase or otherwise change any Party's obligation to Ecology under the Ecology Orders

8. Disclaimer of Liability.

This Agreement is entered into, and the division of costs established herein is agreed to, solely for the convenience of the Parties in conducting the Interim Remedy and to resolve disputed claims. By this Agreement and the actions taken pursuant to it, the Parties do not admit, either collectively or individually, to any responsibility, liability, obligation or duty for conditions at the Site. This Agreement in no way obligates the Parties collectively or individually to fund, participate in or otherwise contribute to any actions with respect to the Site other than the Interim Remedy.

9. Termination; Withdrawal.

This Agreement shall terminate on the Completion Date, except that the provisions governing the handling of Settlement Proceeds (Section 3) and all other provisions related or incidental thereto, shall remain in force until the earlier of (a) the date on which all investigation and remediation activities which may be required in connection with the Site have been completed, or (b) the date on which all Settlement Proceeds have been expended pursuant to the terms of this Agreement, or (c) the date on which it is replaced or terminated by a subsequent written agreement signed by all Parties. If at some future date a Stakeholder is fully and finally absolved of all potential liability relating to investigation and remediation activities at the Site, then that Stakeholder may withdraw from this Agreement.

10. Negotiations Over Expanded SOW Costs.

If Ecology issues an order materially expanding the IWA/GWA SOW or the MSW SOW, such that Expanded SOW Costs are or will be incurred, then the Parties agree to negotiate in good faith with IWAG and among themselves, without waiving any other legal rights, for an agreement to share the Expanded SOW Costs. If direct negotiations prove unsuccessful, the Parties agree to consider non-binding mediation. The Parties also agree to act in good faith in dealing with each other regarding the settlement of any such matters.

11. Entire Agreement; Modifications.

This Agreement constitutes a modification of agreements and understandings between the Parties regarding its subject matter, namely the "Mutual Release and Waiver of Claims Agreement Between the Landfill Group (Non-Governmental Members) and the IWAG Group (Final December 15, 2000);" the "Institutional Controls Agreement Among the Landfill Group, Philip Entities, The IWAG, The City of Pasco, The City of Kennewick and Franklin County (Final December 15, 2000);" and the "First Amendment to Institutional Controls Agreement Among the Landfill Group, Philip Entities, The IWAG, The City of Pasco, The City of Kennewick and Franklin County (Final 3/2/01);" and the Joint Defense Agreement (Final _____). Modifications to this Agreement shall be made only in writing and signed by the Parties.

12. Severability.

The Parties intend that the clauses in this Agreement are severable, and in the event that a court of competent jurisdiction invalidates any provision or portion of this Agreement, the Parties intend that the remaining portions of the Agreement will continue in full force and effect, unless the Parties agree otherwise.

13. Independent Counsel.

This Agreement was drafted, reviewed and accepted by legal counsel for the Parties prior to its execution by the Parties, and no Party shall be entitled to have any wording or this Agreement presumptively construed against any other Party in the event of any dispute arising in connection with this Agreement.

14. Washington Law.

This Agreement shall be governed by and construed under the laws of the State of Washington. Venue for any judicial action brought to enforce or construe any provision of this Agreement shall lie in the Superior Court of the State of Washington for King County.

15. Confidentiality.

This Agreement is confidential and the Parties shall not disclose any of the terms of this Agreement, or its existence, to any person not a Party hereto, except to the extent required by law, as necessary to enforce the terms of this Agreement, or to enforce rights of indemnification or insurance, or to defend against Claims asserted by any person or entity to the effect that any Party has paid less than its equitable share of any costs, loss, damage, or expense relating to the Site.

16. Alternative Dispute Resolution.

The Parties agree to make all reasonable efforts to resolve through good-faith negotiation any disputes concerning the terms and conditions of this Agreement or any alleged breach thereof. If negotiations are not successful, the Parties may utilize alternative dispute resolution processes in the following order: (i) non-binding mediation in Seattle, Washington; and (ii) binding arbitration in Seattle, Washington, in accordance with RCW Chapter 7.04. Judgment on the arbitration award may be entered in any court having jurisdiction. The prevailing Party (or Parties) in any binding arbitration or subsequent judicial proceeding to enforce the award shall be entitled to receive all reasonable attorney fees and costs. The non-prevailing party shall pay the fees and expenses charged by the arbitrator.

17. Counterparts.

This Agreement may be signed in counterparts. Copies of all signature pages shall be provided to all Parties.

18. Parties Bound.

This Agreement shall be binding on, and shall inure to the benefit of, each of the Parties named, and each of their respective predecessors, affiliates, heirs, executors, officers, directors, employees, agents, insurers, and indemnitors to the extent of the benefit received by the Party at the time the Party signed this Agreement.

19. Effective Date.

The Effective Date of this Agreement shall be the date on which all of the Landfill Group members, as identified in Exhibit A, have either signed this Agreement or have authorized another person to sign on their behalf.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date shown above.

PASCO SANITARY LANDFILL, INC.

By: _____

Print Name: _____

Title: _____

LARRY DIETRICH

ELAINE DIETRICH

NEW WASTE, INC.

By: _____

Print Name: _____

Title: _____

BNSF RAILWAY COMPANY

By: _____

Print Name: _____

Title: _____

SANDVIK SPECIAL METALS, LLC

By: _____

Print Name: _____

Title: _____

CITY OF KENNEWICK, WA

By: _____

Print Name: _____

Title: _____

FRANKLIN COUNTY, WA

By: Frank H. Brock

Print Name: Frank H. Brock

Title: Comm. Chair

BASIN DISPOSAL, INC

By: _____

Print Name: _____

Title: _____

LEONARD DIETRICH

GLENDIA DIETRICH

Exhibit A

LANDFILL GROUP MEMBERS

City of Kennewick, Washington

Franklin County, Washington

Basin Disposal, Inc.

Leonard and Glenda Dietrich

BNSF Railway Company

Pasco Sanitary Landfill, Inc.

New Waste, Inc.

Sandvik Special Metals, LLC

Larry and Elaine Dietrich

Exhibit B

INDUSTRIAL WASTE AREA GROUP II MEMBERS

Alcoa, Inc. (f/k/a Intalco Aluminum Corporation)

The Boeing Company

Crown Beverage Packaging, Inc. (Crown Cork & Seal Company, Inc.)

Fort James Corporation

Freightliner LLC (f/k/a Freightliner Corporation)

ICI Canada Inc.

Noveon Kalama, Inc. (f/k/a BF Goodrich Kalama, Inc.; f/k/a Kalama Chemical, Inc.)

PACCAR Inc.

Precision Castparts Corp.

Simpson Timber Company

The Standard Register Company (f/k/a Uarco, Inc.)

3M Company (f/k/a Minnesota Mining and Manufacturing Company)

Unocal (Collier Carbon & Chemical Co.)

Weyerhaeuser Company

Exhibit C

INITIAL LANDFILL GROUP MEMBER INTERESTS IN LANDFILL GROUP TRUST ACCOUNT

PSL	\$325,000¹ - \$10,001² - 1/6 GMT³ - 1/12 McNaul⁴ - \$4,000
BDI	\$325,000 - \$ 2,223 - 1/6 GMT - 1/12 McNaul - \$4,000
BNSF	\$325,000 + \$ 889 - 1/6 GMT - 1/12 McNaul - \$4,000
Sandvik	\$325,000 + \$ 2,444 - 1/6 GMT - 1/12 McNaul - \$4,000
County	\$325,000 + \$ 5,555 - 1/6 GMT - 1/12 McNaul - \$4,000
City	\$325,000 + \$ 5,555 - 1/6 GMT - 1/12 McNaul - \$4,000

Note:

1 one-sixth interest in \$1,950,000 from Harbor settlement

2 one-sixth share of \$33,333 July 2004 PSC/IWAG Payment minus share of 2004 LF Order Costs

3 precise amounts to be determined when all invoices are received

4 one-sixth share of \$24,000 to be paid to PSC pursuant to agreement

EXHIBIT 5
FRANKLIN COUNTY RESOLUTION NO. 2005-121

March 16, 2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: IWAG/LF GROUP JOINT SITE IMPLEMENTATION AGREEMENT FOR THE PASCO SANITARY LANDFILL BETWEEN PASCO SANITARY LANDFILL, INC., NEW WASTE, INC., BASIN DISPOSAL, INC., THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, SANDVIK SPECIAL METALS, LLC, CITY OF KENNEWICK AND FRANKLIN COUNTY (CONFIDENTIAL FOR SETTLEMENT PURPOSES ONLY SUBJECT TO ER 408)

WHEREAS, the Franklin County Chief Civil Deputy Prosecutor presented the Board with the Industrial Waste Area Group/Landfill (IWAG/LF) Joint Implementation Agreement for the Pasco Sanitary Landfill; and

WHEREAS, the purpose of said agreement is to implement the Outline of Settlement and provide for cost sharing and cooperation between the Groups to implement the Interim Remedy, to resolve certain specific disputed claims, and for other related purposes at the Pasco Sanitary Landfill National Priorities List (NPL) Site; and

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

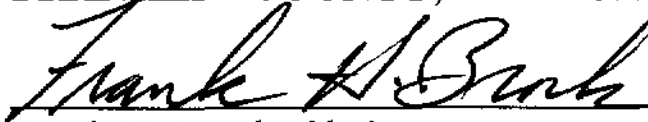
WHEREAS, the Board of Franklin County Board of Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the IWAG/LF Group Joint Site Implementation Agreement for the Pasco Sanitary Landfill between Pasco Sanitary Landfill, Inc., New Waste, Inc., Basin Disposal, Inc., The Burlington Northern and Santa Fe Railway Company, Sandvik Special Metals, LLC, City of Kennewick and Franklin County (confidential for settlement purposes only subject to ER 408).

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

APPROVED this 16th 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

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

**IWAG/LF GROUP JOINT SITE IMPLEMENTATION AGREEMENT
FOR THE
PASCO SANITARY LANDFILL
March 8, 2005**

This IWAG/LF Group Joint Site Implementation Agreement ("Agreement"), effective as of the date set out in Section 12.11 below, is among the members of the Landfill Group, as identified on Attachment 1 (collectively, the "LF Group" and individually, a "LF Group Member"); and the members of the IWAG Group II identified on Attachment 2 (collectively, the "IWAG Group" and individually, an "IWAG Group Member"). The LF Group and the IWAG Group are collectively referred to herein as the "Parties" or "Groups" and a LF Group Member or an IWAG Group Member also may be referred to herein as a "Member" or collectively as "Members".

I. RECITALS

- A. Many of the Members have been identified as persons who may have liability pursuant to RCW 70.105D.040 for the Pasco Sanitary Landfill, a "facility" as defined in RCW 70.105D.020(4) ("Site"); and, by letters issued pursuant to WAC 173-340-500(4), the Washington Department of Ecology ("Ecology") notified many of such Members of their status as a potentially liability party ("PLP") under RCW 70.105D.040, in connection with the alleged generation, transportation, storage, treatment, disposal or release or threatened release of Waste at, to or from the Site.
- B. The Members expressly deny any Site-related fault or liability under the Washington Model Toxics Control Act ("MTCA") and any other applicable state or federal statute, regulation or common law, and likewise any responsibility for response costs, remedial costs or any other costs or damages thereunder.
- C. The Members believe they each have certain Claims against each other and against other entities not a party to this Agreement, one such group of entities, not parties to this Agreement, is Philip Services Corporation and each of its affiliated debtors and Reorganized PSC (collectively "Philip").
- D. Philip filed a bankruptcy action with the intent to discharge its liabilities and obligations at the Site in their entirety. *In re Philip Services Corporation et al.*, Jointly Admin. Under Case No. 03-37718-H2-11 (U.S. Bankruptcy Court, S.D. Texas) (the "Bankruptcy Proceedings").

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- E. The IWAG Group took action in the Bankruptcy Proceeding resulting in a settlement agreement with Philip that was approved by the Bankruptcy Court (IWAG Settlement Agreement and Release), whereby Philip made certain financial and other commitments beneficial to the IWAG Group.
- F. The LF Group took action in the Bankruptcy Proceeding resulting in a settlement agreement with Philip that was approved by the Bankruptcy Court ("LF Settlement Agreement and Release"), whereby Philip made certain financial and other commitments beneficial to the LF Group.
- G. As provided for in the IWAG Settlement and Release and as provided for in the LF Settlement and Release, the Members entered into negotiations that resulted in their agreeing to enter into an Outline of Settlement that was approved by the Bankruptcy Court and by Ecology, a copy of which is included herewith as Attachment 3.
- H. For the purposes of implementing that Outline of Settlement and without admitting liability with regard to their respective obligations either as PLPs or otherwise at the Site, the IWAG Group Members and the LF Group Members agree to cooperate and work together in accordance with the terms as conditions set forth herein.

II. OPERATIVE PROVISIONS

The Parties agree as follows:

1. Purpose.

This Agreement is for the purpose of implementing the Outline of Settlement and providing for cost sharing and cooperation between the Groups to implement the Interim Remedy, to resolve certain specific disputed claims as described herein, and for other related purposes as defined herein, at the Pasco Sanitary Landfill NPL Site.

2. Definitions.

2.1 Claim. When used in this Agreement, "Claim" shall mean any action, charge, claim, cost, demand, expense, judgment, liability, loss, obligation, order, or penalty, including, but not limited to, contribution claims and claims for attorneys' fees, court costs, and other costs of administrative proceedings or litigation, regardless of whether such Claim arises in tort, contract or otherwise or under statute or common law.

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2.2 Completion Date. When used in this Agreement, "Completion Date" shall mean the date on which the PLPs receive written notice from Ecology pursuant to Section VI of Agreed Order DE 00 TCPER-1324 that the PLPs have completed the required interim actions, or January 1, 2008, whichever occurs first.

2.3 Ecology Orders. When used in this Agreement, "Ecology Orders" shall mean, collectively, Agreed Order DE 00 TCPER-1324 and Agreed Order DE 00 TCPER-1326, and the parallel enforcement orders issued by Ecology in connection with these Agreed Orders, along with all attachments thereto, issued by Ecology on or about June 20, 2000, for performance of the Interim Remedy. Agreed Order DE 00 TCPER-1324 and its parallel enforcement order are referred to herein as the "IWA/GW Order" and Agreed Order DE 00 TCPER-1326 and its parallel enforcement order are referred to herein as the "LF Order."

2.4 Groundwater Plume Area. When used in this Agreement, "Groundwater Plume Area" shall be that portion of the Pasco Sanitary Landfill NPL Site described as the Groundwater Plume Area in the Ecology Orders.

2.5 Interim Remedy. When used in this Agreement, "Interim Remedy" shall mean the Interim Remedy approved by Ecology and set forth in the current Industrial Waste and Ground Water Interim Action Scope of Work ("IWA/GWA SOW") incorporated into the IWA/GW Order, and the Sanitary Landfill Area Closure Interim Action Scope of Work ("MSW SOW") incorporated into the LF Order, collectively the "SOWs," and all activities by the Parties incidental thereto and undertaken pursuant to the Ecology Orders within the scope of the SOWs.

2.6 Industrial Waste Area. When used in this Agreement, "Industrial Waste Area" shall be that portion of the Pasco Sanitary Landfill NPL Site described as the Industrial Waste Area in the Ecology Orders.

2.7 Sanitary Landfill Area. When used in this Agreement, "Sanitary Landfill Area" or "SLA" shall be that portion of the Pasco Sanitary Landfill NPL Site described as the Sanitary Landfill Area in the Ecology Orders.

2.8 Costs. When used in this Agreement "Costs" means money expended for the Interim Remedy including but not limited to, attorney's or consultants' fees, engineering costs, construction costs, costs of site investigations, studies, public relations, and/or materials or services of any kind.

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2.9 Past Costs. When used in this Agreement, "Past Costs" shall mean all costs and expenses of any kind incurred by any Party in connection with the Site prior to the effective date of the Ecology Orders, including but not limited to, attorneys' or consultants' fees, engineering costs, construction costs, costs of site investigations, studies, public relations, and/or materials or services of any kind.

2.10 Costs Released Hereunder. As used in this Agreement, "Costs Released Hereunder" shall mean all Costs and Past Costs incurred or to be incurred by any IWAG Group Members or LF Group Members in connection with the Site, up to the Completion Date. The term shall not include any "Expanded SOW Costs."

2.11 Expanded SOW Costs. As used in this Agreement, the term "Expanded SOW Costs" shall not apply to any cost, loss, damage, or expense of any kind incurred prior to the Completion Date, unless Ecology issues an order materially expanding the IWA/GWA SOW or the MSW SOW. If Ecology does issue an order materially expanding the IWA/GWA SOW or the MSW SOW, the term "Expanded SOW Costs" shall mean the costs incurred in performing the expanded scope of work, over and above the cost that would have been incurred in performing the Ecology Orders if Ecology had not expanded the scope of work.

3. **Outline of Settlement.**

In accordance with the Outline of Settlement, the Parties hereby agree that:

3.1 The IWAG Group will pay the LF Group one hundred thousand dollars (\$100,000) (the "Settlement Amount"), without interest, and conditioned upon the payments the IWAG Group receives from Philip under the IWAG Settlement and Release, and pursuant to the terms of this section.

3.1.1 The Settlement Amount shall be payable in three (3) equal installments. The first installment was paid in July 2004, and the subsequent installments shall be paid in July 2005 and July 2006.

3.1.2 The LF Group may expend the Settlement Amount solely for engineering, design, and operational costs of investigation, monitoring and remedy construction and operation. The Settlement Amount may not be expended for attorneys' fees, penalties, assessment or furtherance of claims against other PLPs, or any other purpose not expressly authorized herein. Upon Ecology's request, the LF Group shall provide Ecology an accounting of the Settlement Amount expenditures.

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3.1.3 The IWAG Group's payment of the Settlement Amount to the LF Group shall be contingent upon the LF Group's satisfactory performance, as determined by Ecology, of the remedial actions required by the LF Order.

3.2 The Parties' Performance of Remedial Work.

3.2.1 The IWAG Group will perform all remedial work required by the IWA/GW Order.

3.2.2. The LF Group will perform all remedial work required by the LF Order.

3.3 Site Access and Landfill Flare.

3.3.1 Each LF Group Member with an ownership interest in the Site shall grant to the IWAG Group and its contractors the right to access the Site for all purposes related to the IWAG Group's performance of all work required by the IWA/GW Order.

3.3.2 The LF Group agrees to continue to provide the IWAG Group with access to the landfill flare to dispose of VOCs from the Site remedial systems, to the extent required by the IWA/GW Order.

4. Implementation of the Interim Remedy.

4.1 Consultants to IWAG Group. The IWAG Group has retained Environmental Partners, Inc. ("EPI") as technical consultant to perform work at the Site. EPI has subcontracted with Eric Jensen, an independent contractor, to conduct operation and maintenance ("O/M") of the SVE and NoVOCs systems; inspect the IWA and conduct certain repairs, as necessary; and conduct ground water sampling.

4.2 Consultants to LF Group. The LF Group has contracted with Mr. Jensen to conduct O/M activities and inspect and conduct certain repairs, as necessary, at the Sanitary Landfill Area.

4.3 Information; Reports

4.3.1 On behalf of the IWAG Group, EPI prepares the quarterly and annual groundwater monitoring reports ("GW Reports") pursuant to the IWA/GW Order. EPI will timely provide the LF Group with draft copies of the GW Reports prior to the submission to Ecology for review and comment.

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4.3.2 The LF Group will timely provide EPI with any necessary information and data for the GW Reports with regard to the Sanitary Landfill Area as required by the IWA/GW Order.

4.3.3 The Groups agree to provide each other with draft copies, for review and comment, of any other report to be submitted by either Group to Ecology pursuant to the Ecology Orders. Each Group may consider, but is not required to include, the comments provided by the other Group. In the event that a Groups' comments are not included in a report to be sent to Ecology, the Groups reserve their right to submit their comments directly to Ecology.

4.4 Communications with Ecology.

4.4.1 As of the effective date of this Agreement as set out in Section 12.11 below, through the termination of this Agreement as provided for in Section 9 below, the Groups shall provide each other with copies of all Site related correspondence or other documents that either Group provides to Ecology.

4.4.2 Except for confidential settlement discussions with third parties carried out pursuant to Sections 5.2 and 5.3 of the Mutual Release and Waiver of Claims Agreement Between the Landfill Group (Non-Governmental Members) and the IWAG Group (Final December 15, 2000) and Institutional Controls Agreement Among the Landfill Group, Philip Entities, The IWAG, The City of Pasco, The City of Kennewick and Franklin County (Final December 15, 2000) and amended by the First Amendment to Institutional Controls Agreement Among the Landfill Group, Philip Entities, The IWAG, The City of Pasco, The City of Kennewick and Franklin County (Final 3/2/01) (the "Mutual Release and Waiver Agreement"), the Groups shall use best efforts to provide each other with timely advance notice of all meetings, telephone conference calls, or similar communications they may schedule with Ecology concerning the Site.

5. Quarterly Status Meetings/Notice.

5.1 The Groups shall meet, either in person or by conference call, not less than once every three-month period to discuss the status of the remedial action at the Site, their relationship with Ecology, City of Pasco or any other issue related to the Site.

5.2 The Chair, members of the IWAG Group Steering Committee or other IWAG Group Members may participate in the conference call on behalf of the IWAG Group.

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5.3 Any Member of the LF Group may participate in the conference call on behalf of the LF Group.

5.4 The Groups may have technical consultants may also participate in the status meetings as needed.

6. Funding the Interim Remedy.

6.1 Funding the Remedy at the Industrial Waste Area. The IWAG Group shall be responsible for funding and implementing remedial actions required by the IWA/GW Order. The IWAG Group shall take the lead technical role in implementing remedial actions related to the IWA/GW Order.

6.2 Funding the Remedy at the Sanitary Landfill Area. The LF Group shall be responsible for funding and implementing remedial actions required by the LF Order. The LF Group shall take the lead technical role in implementing remedial actions related to the LF Order.

6.3 Ecology Oversight Costs. Under the Ecology Agreed Orders, the Members are obligated to reimburse Ecology for those remedial action costs incurred by Ecology (or by the United States Environmental Protection Agency), reasonably attributable to the administration of the Ecology Orders at the Site, RCW 70.105D .050, WAC 173-340-550 ("Oversight Costs"). The IWAG Group shall pay all Oversight Costs through the Completion Date, except for Oversight Costs associated with Expanded SOW Costs.

6.4 LF Group Payments to IWAG Group. Within 45 days of the effective date of this Agreement, the LF Group shall pay IWAG Group \$80,000.00. Thereafter, during the term of this Agreement the LF Group shall make quarterly payments of \$20,000.00 to the IWAG Group (the first on or before April 15, 2005). The IWAG Group may expend the sums paid hereunder by the LF Group solely for Oversight Costs, engineering, design, and operational costs of investigation, monitoring and remedy construction and operation. The sums paid hereunder may not be expended for attorneys' fees, penalties, assessment or furtherance of claims against other PLPs, or any other purpose. Upon written request, the IWAG Group shall provide the LF Group an annual accounting of the expenditures. The LF Group's payments hereunder to the IWAG Group shall be contingent upon the IWAG Group's satisfactory performance, as determined by Ecology, of the remedial actions required by the IWA/GW Order.

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7. Waiver and Release of Claims; Reservation of Claims against Third Persons.

7.1 Except as expressly stated in Paragraph 7.2 below, each LF Group Member waives and releases all Claims it may have against each and every IWAG Group Member, and each IWAG Group Member waives and releases all Claims it may have against each and every LF Group Member, for all Costs Released Hereunder.

7.1.1 John Dietrich and the Estate of Marjorie Dietrich are intended third-party beneficiaries of the foregoing waiver and release of claims. Each LF Group Member and each IWAG Group Member waives and releases all Claims it may have against John Dietrich and the Estate of Marjorie Dietrich for all Costs Released Hereunder. Pasco Sanitary Landfill, Inc. and Basin Disposal, Inc. represent and warrant that John Dietrich and the Estate of Marjorie Dietrich have no Claim for Costs Released Hereunder, and agree to defend and indemnify any other Member from Claims by John Dietrich or the Estate of Marjorie Dietrich or their heirs or assigns for Costs Released Hereunder.

7.1.2 Except as otherwise expressly provided in this Agreement, the waivers and releases of Claims set out in Section 7.1 are intended to benefit the Members and shall not be for the benefit of any Person not a Member. In addition, such waivers and releases shall neither directly or indirectly, by indemnity or otherwise, affect the rights and/or obligations that the LF Group Members may have among themselves, or the rights and/or obligations that the IWAG Members may have among themselves.

7.1.3 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall prohibit any Member or Group from making a contribution, contract or other Claim against any Person who is not a signatory to this Agreement.

7.1.4 The LF Group and the IWAG Group each specifically reserves the right to dispute the technical basis of the work product prepared by either the IWAG Group's consultant or the LF Group's consultant including interpretation, significance or use of any data, conclusions or recommendations. The IWAG Group and the LF Group may jointly or separately submit their own technical analysis as a part of any submittal(s) to Ecology; provided that any separate submittal shall be promptly submitted in writing to the other Group.

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7.1.5 The Members specifically reserve their rights against other persons or entities not a signatory to this Agreement, and agree to cooperate with each other in identifying other potential sources of contamination and other PLPs.

7.1.6 No Member guarantees the performance of any other Member.

7.1.7 Nothing in this Agreement shall change any Member's status as to whether or not that Member is a PLP with respect to the Site or any subarea of the Site, nor shall anything in this Agreement increase or otherwise change any Member's obligation to Ecology under the Ecology Orders.

7.2 Effectiveness of Waiver and Release.

7.2.1 The waiver and release of a Member by all other Members to this Agreement shall be effective and shall continue only to the extent the released Member's: (a) required payments related to its allocated share of the Costs as set forth with specificity in a participation or funding agreement among the LF Group Members or among the IWAG Group Members are made when due; (b) obligations under this Agreement and any participation or funding agreement among the LF Group Members or among the IWAG Group Members are performed in a timely manner to assure that the Member's obligations are met under the Ecology Orders; and (c) representations made by the Members in this Agreement and the Mutual Release and Waiver Agreement remain true.

7.2.2 If the LF Group or IWAG Group defaults on any such payment or obligation, or breaches any representation, and fails to cure within a reasonable period of time, the Members of the defaulting Group shall no longer be entitled to the benefit of the waiver and release provided to it under this Agreement for Costs incurred after default and prior to the Completion Date. In the event a Member breaches any representation then that Member's Group shall be in default and the cure may include adjustment to the defaulting Group's contribution or such other remedy to which the non-defaulting Group may agree, and whose agreement shall not unreasonably be withheld. The waiver and release granted by the Members of the defaulting Group to the Members of the non-defaulting Group shall continue in full force and effect and the rights and entitlements of all Members of the non-defaulting Group remain valid and enforceable against the Members of the defaulting Group.

8. Disclaimer of Liability.

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March 8, 2005

This Agreement is entered into, and the division of costs established herein is agreed to, solely for the convenience of the Members in conducting the Interim Remedy and to resolve disputed claims. By this Agreement and the actions taken pursuant to it, the Members do not admit, either collectively or individually, to any responsibility, liability, obligation or duty for conditions at the Site. This Agreement in no way obligates the Members collectively or individually to fund, participate in or otherwise contribute to any actions with respect to the Site other than the Interim Remedy.

9. Termination.

This Agreement shall expire automatically upon the Completion Date.

10. Negotiations Over Expanded SOW Costs.

If at any time Ecology issues an order materially expanding the IWA/GWA SOW or the MSW SOW, such that Expanded SOW Costs are or will be incurred, prior to or subsequent to the Completion Date, then the LF Group and the IWAG Group agree to negotiate in good faith, without waiving any other legal rights, for an agreement either to share the Expanded SOW Costs or to share post-Completion Date site-related costs. If direct negotiations prove unsuccessful, the Members agree to consider non-binding mediation. The Members also agree to act in good faith in dealing with each other regarding the settlement of any such matters.

11. Contact Persons; Notice.

Any notice required or made with respect to this Agreement shall be in writing and shall be effective upon receipt if hand delivered or electronically transmitted, or within three days after being placed in the U.S. mail. Any notice or other documents required pursuant to this Agreement shall be sent to the following contact persons:

For IWAG Group:
Richard Du Bey
Short Cressman & Burgess PLLC
999 Third Avenue, Suite 3000
Seattle, WA 98104
Phone: (206) 682-3333
Facsimile: (206) 340-8856
E-mail: rdubey@scblaw.com

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For LF Group:
Craig Trueblood
Preston Gates & Ellis LLP
925 – 4th Avenue, Suite 2900
Seattle, WA 98104-1158
Phone: (206) 623-7580
Facsimile: (206) 623-7022
E-mail: craigt@prestongates.com

12. General Matters.

12.1 Entire Agreement; Modifications. The Agreement constitutes a modification of agreements and understandings between the Groups regarding its subject matter, namely the Mutual Release and Waiver Agreement. Modifications to this Agreement shall be made only in writing and signed by the Members.

12.2 Press Releases. Except as required by the public participation plan, no prepared press releases about matters covered in this Agreement shall be released without prior notice to and participation by all Members desiring to do so.

12.3 Severability. The Members intend that the clauses in this Agreement are severable, and in the event that a court of competent jurisdiction invalidates any provision or portion of this Agreement, the Members intend that the remaining portions of the Agreement will continue in full force and effect, unless the Members agree otherwise.

12.4 Independent Counsel. This Agreement was drafted, reviewed and accepted by legal counsel for the Groups prior to its execution by the Members, and no Member shall be entitled to have any wording of this Agreement presumptively construed against any other Member in the event of any dispute arising in connection with this Agreement.

12.5 Washington Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Venue for any judicial action brought to enforce or construe any provision of this Agreement shall lie in the Superior Court of the State of Washington for King County.

12.6 Confidentiality. This Agreement is confidential and the Groups shall not disclose any of the terms of this Agreement, or its existence, to any person not a Member, except to the extent required by law, as necessary to enforce the terms of this Agreement, or to enforce rights of indemnification or insurance, or to defend against

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

Claims asserted by any person or entity to the effect that any Member has paid less than its equitable share of any costs, loss, damage, or expense relating to the Site. If a Member believes that it is obligated to disclose any of the terms of this Agreement, other than as set forth in this section, it shall provide the Groups with not less than 10 days written notice of its intent to disclose and the basis therefore.

12.7 Alternative Dispute Resolution. The Groups agree to make all reasonable efforts to resolve through good-faith negotiation any disputes concerning the terms and conditions of this Agreement or any alleged breach thereof. If negotiations are not successful, the Groups may utilize alternative dispute resolution processes in the following order: (i) non-binding mediation in Seattle, Washington; and (ii) binding arbitration in Seattle, Washington, in accordance with RCW Chapter 7.04. Judgment on the arbitration award may be entered in any court having jurisdiction. The prevailing party (or parties) in any binding arbitration or subsequent judicial proceeding to enforce the award shall be entitled to receive all reasonable attorney fees and other costs.

12.8 Counterparts. This Agreement may be signed in counterparts. Copies of all signature pages shall be provided to all Members.

12.9 Members Bound. This Agreement shall be binding on, and shall inure to the benefit of, each of the Members named, and to John Dietrich and the Estate of Marjorie Dietrich, and each of their respective predecessors, affiliates, heirs, executors, officers, directors, employees, agents, insurers, indemnitors and successor or assigns to the extent of the benefit received by the Member or to John Dietrich and the Estate of Marjorie Dietrich at the time such Member, or person or legal entity, signed this Agreement; provided, this Agreement shall not inure to the benefit of any person or entity who may have liability at the Site as a PLP independent of their status as a predecessor, affiliate, heir, executor, officer, director, employee, agent, insurer, indemnitor, successor or assign.

12.10 Effective Date. The Effective Date of this Agreement shall be the date on which all of the IWAG Group Members, as identified in Attachment 1, and all of the LF Group Members, as identified in Attachment 2, have either signed this Agreement or have authorized another person to sign on their behalf.

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March 8, 2005

PASCO SANITARY LANDFILL, INC.

Date: _____

By: _____

Name: _____

Title: _____

LARRY DIETRICH

Date: _____

ELAINE DIETRICH

Date: _____

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March 8, 2005

BNSF RAILWAY COMPANY

Date: _____

By: _____

Name: _____

Title: _____

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BASIN DISPOSAL, INC.

Date: _____

By: _____

Name: _____

Title: _____

LEONARD DIETRICH

Date: _____

GLENDIA DIETRICH

Date: _____

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March 8, 2005

SANDVIK SPECIAL METALS, LLC

Date: _____

By: _____

Name: _____

Title: _____

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THE CITY OF KENNEWICK, WA

Date: _____

By: _____

Name: _____

Title: _____

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March 8, 2005

FRANKLIN COUNTY, WA

Date: 3-16-2005By: Frank H. BrockName: Frank H. BrockTitle: Com. Chair

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ALCOA INC., F/K/A INTALCO ALUMINUM
CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

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THE BOEING COMPANY

Date: _____

By: _____

Name: _____

Title: _____

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CROWN BEVERAGE PACKAGING, INC.
(CROWN CORK & SEAL COMPANY, INC.)

Date: _____

By: _____

Name: _____

Title: _____

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FORT JAMES CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

FREIGHTLINER LLC (F/K/A FREIGHTLINER
CORPORATION)

Date: _____

By: _____

Name: _____

Title: _____

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March 8, 2005

ICI CANADA INC.

Date: _____

By: _____

Name: _____

Title: _____

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NOVEON KALAMA, INC. (F/K/A BF
GOODRICH KALAMA, INC.; F/K/A KALAMA
CHEMICAL, INC.)

Date: _____

By: _____

Name: _____

Title: _____

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March 8, 2005***

3M COMPANY (F/K/A MINNESOTA MINING
AND MANUFACTURING COMPANY)

Date: _____

By: _____

Name: _____

Title: _____

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PACCAR INC.

Date: _____

By: _____

Name: _____

Title: _____

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

PHARMACIA, INC.
(F/K/A THE MONSANTO COMPANY)

Date: _____

By: _____

Name: _____

Title: _____

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

PRECISION CASTPARTS CORP.

Date: _____

By: _____

Name: _____

Title: _____

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March 8, 2005

SIMPSON TIMBER COMPANY

Date: _____

By: _____

Name: _____

Title: _____

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March 8, 2005

THE STANDARD REGISTER COMPANY
(F/K/A UARCO, INC.)

Date: _____

By: _____

Name: _____

Title: _____

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

UNOCAL (COLLIER CARBON & CHEMICAL
CO.)

Date: _____

By: _____

Name: _____

Title: _____

Confidential for Settlement Purposes Only Subject to ER 408
March 8, 2005

WEYERHAEUSER COMPANY

Date: _____

By: _____

Name: _____

Title: _____

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March 8, 2005

Attachment 1

The Landfill Group (LF Group)
an unincorporated collection of the following
individuals and public and private entities

City of Kennewick, Washington
Franklin County, Washington
Basin Disposal, Inc.
BNSF Railway Company
Pasco Sanitary Landfill, Inc.
Sandvik Special Metals LLC
Larry and Elaine Dietrich
Leonard and Glenda Dietrich

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Attachment 2

The Industrial Waste Area Generator Group II (IWAG Group)
an unincorporated collection of the following companies:

Alcoa, Inc. (f/k/a Intalco Aluminum Corporation)
The Boeing Company
Crown Beverage Packaging, Inc. (Crown Cork & Seal Company, Inc.)
Fort James Corporation
Freightliner LLC (f/k/a Freightliner Corporation)
ICI Canada Inc.
The Monsanto Company
Noveon Kalama, Inc. (f/k/a BF Goodrich Kalama, Inc.; f/k/a Kalama Chemical, Inc.)
PACCAR Inc.
Pharmacia, Inc. (fka The Monsanto Company)
Precision Castparts Corp.
Simpson Timber Company
The Standard Register Company (f/k/a Uarco, Inc.)
3M Company (f/k/a Minnesota Mining and Manufacturing Company)
Unocal (Collier Carbon & Chemical Co.)
Weyerhaeuser Company

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March 8, 2005

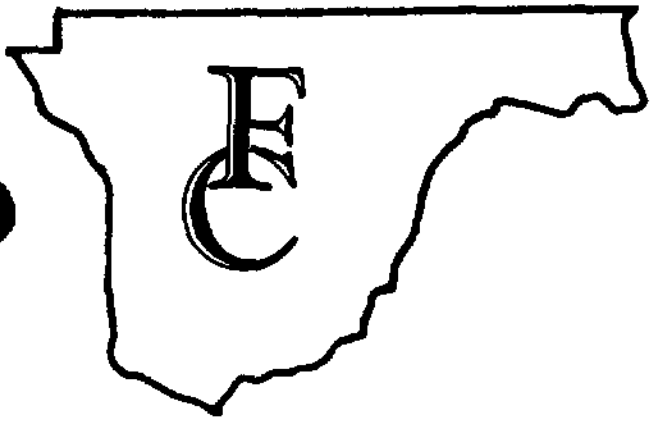
Attachment 3
OUTLINE OF SETTLEMENT
(December 23, 2003)

1. IWAG will pay the LF Group \$100,000 (the Settlement Amount) payable in three (3) equal installments, without interest, commensurate and conditioned upon payments the IWAG receives from PSC under the proposed Settlement Agreement between the PSC entities and IWAG (the "PSC Settlement"). The first such installment to be paid in July 2004 and subsequent installments to be paid July 2005 and July 2006;
2. The Settlement Amount may be expended solely for engineering, design, and operational costs of investigation, monitoring and remedy construction and operation. The Settlement Amount may not be expended for attorneys' fees, penalties, assessment or furtherance of claims against other PLPs, or any other purpose not expressly authorized herein. Upon Ecology's request, the LF Group shall provide Ecology an accounting of Settlement Amount expenditures;
3. The IWAG Group II will perform all remedial work required by the Ecology Agreed Order No. DE 00TCPER-1324. LF Group (or at least Pasco Sanitary Landfill Inc. and Basin Disposal Company) will perform all remedial work required by the Ecology Agreed Order No. DE 00TCPER-1326 and payments by IWAG to the LF Group shall be contingent upon the LF Group's satisfactory performance of the remedy at the landfill pursuant to the LF Agreed Order;
4. The Site owners shall grant to the IWAG and its contractors the right to access the Site for all purposes related to the IWAG's remedial responsibilities, and IWAG shall continue to have access to the landfill flare to dispose of VOCs from the Site remedial systems, to the extent required by the Agreed Orders;
5. By signing this Outline of Settlement, the parties agree to be legally bound by its terms. This Outline will be replaced by an IWAG/LF Group Joint Site Implementation Agreement (IWAG/LF Agreement) to be negotiated between the IWAG and the LF Group in January 2004. The Parties agree to meet as necessary to negotiate the terms of the IWAG/LF Agreement which shall include an allocation of costs to be incurred for implementing the interim remedy at the site under the two outstanding Orders issued by Ecology. The Parties shall in good faith negotiate the terms and conditions of the proposed IWAG/LF Agreement; and,

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March 8, 2005

6. The LF Group shall not object to the PSC-IWAG Settlement, the IWAG shall not object to the LF Group-PSC Settlement, and neither the LF Group nor IWAG shall object to the pending settlement between the State of Washington and PSC.

[signature pages not included]



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 122

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

RE: Final Approval for SP 2004-08

WHEREAS, this Board did hold a public hearing on June 21, 2004 to consider the short plat of Jim and Heidi Shattuck (Johnson Family Trust); 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 Jim and Heidi Shattuck (Johnson Family Trust) for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Jim and Heidi Shattuck (Johnson Family Trust) be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 16th DAY OF MARCH 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

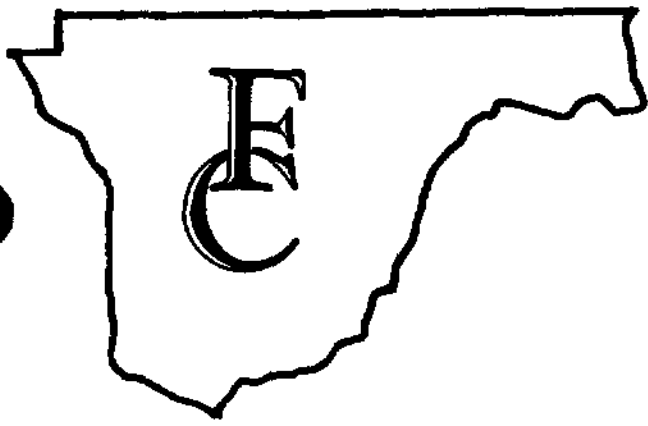
Frank H. Brink
Chairman

Thomas J. Johnson
Chair Pro Tem

R. H. Kow
Member

Attest:

Mary Withers
Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 123

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

RE: Final Approval for SP 2004-12

WHEREAS, this Board did hold a public hearing on September 20, 2004 to consider the short plat of Gordon Kaas; 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 Gordon Kaas for recording,

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

SIGNED AND DATED THIS 16th DAY OF MARCH 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank A. Brink
Chairman

David Jackson
Chair Pro Tem

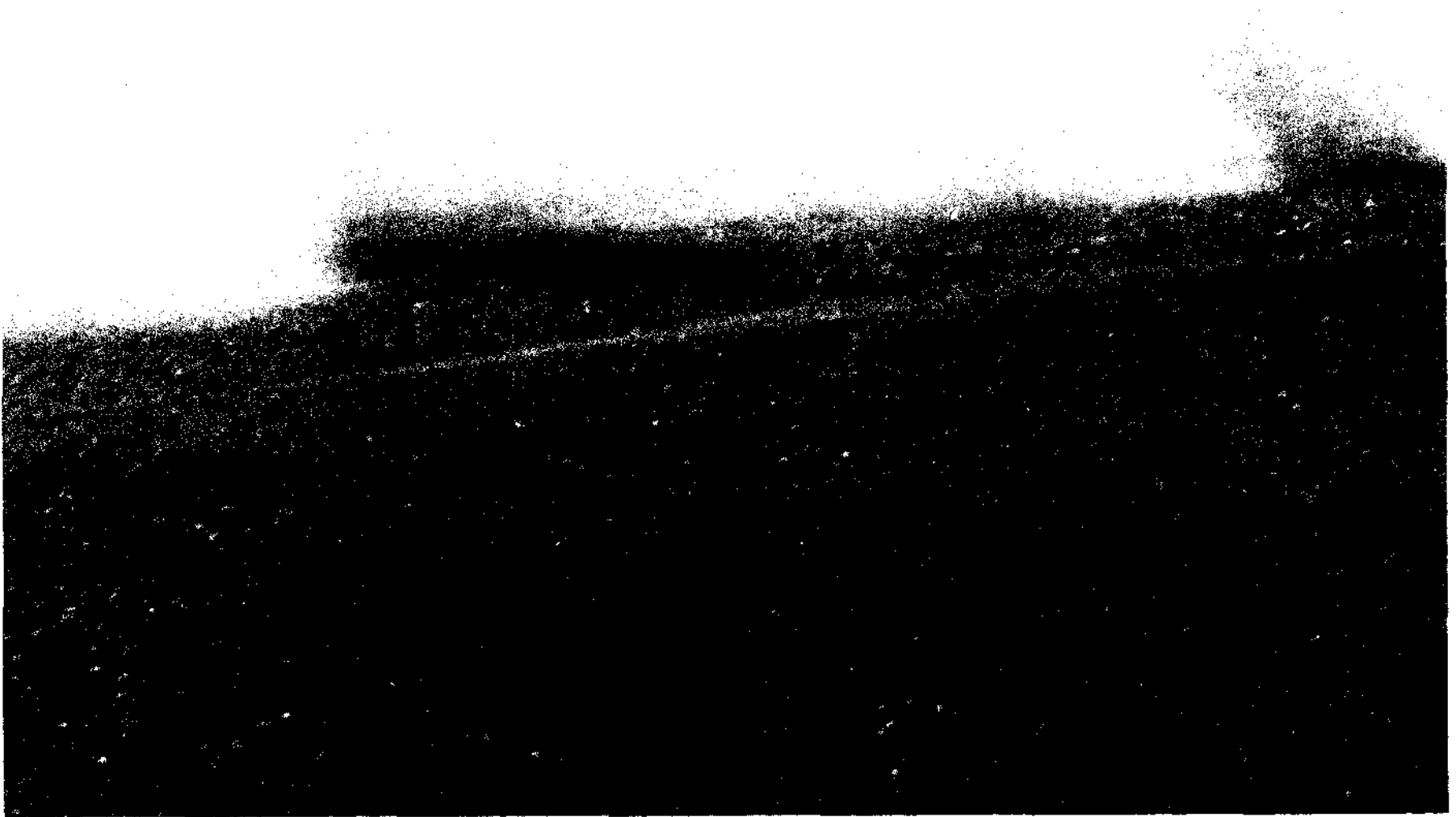
Reker
Member

Attest:

Mary Withers
Clerk of the Board



3-15-05
Clear day - blue skies
after a truck went by



3-15-05

clear day



3/15/05

7:09 - 7:12 am

clear, cool, slight dew

Semi just pulled out of
Studevant's stack yard & driving
very slow.



3/15/05

7:09 - 7:12 am

after semi went by



3/15/05 7:09 - 7:12 am

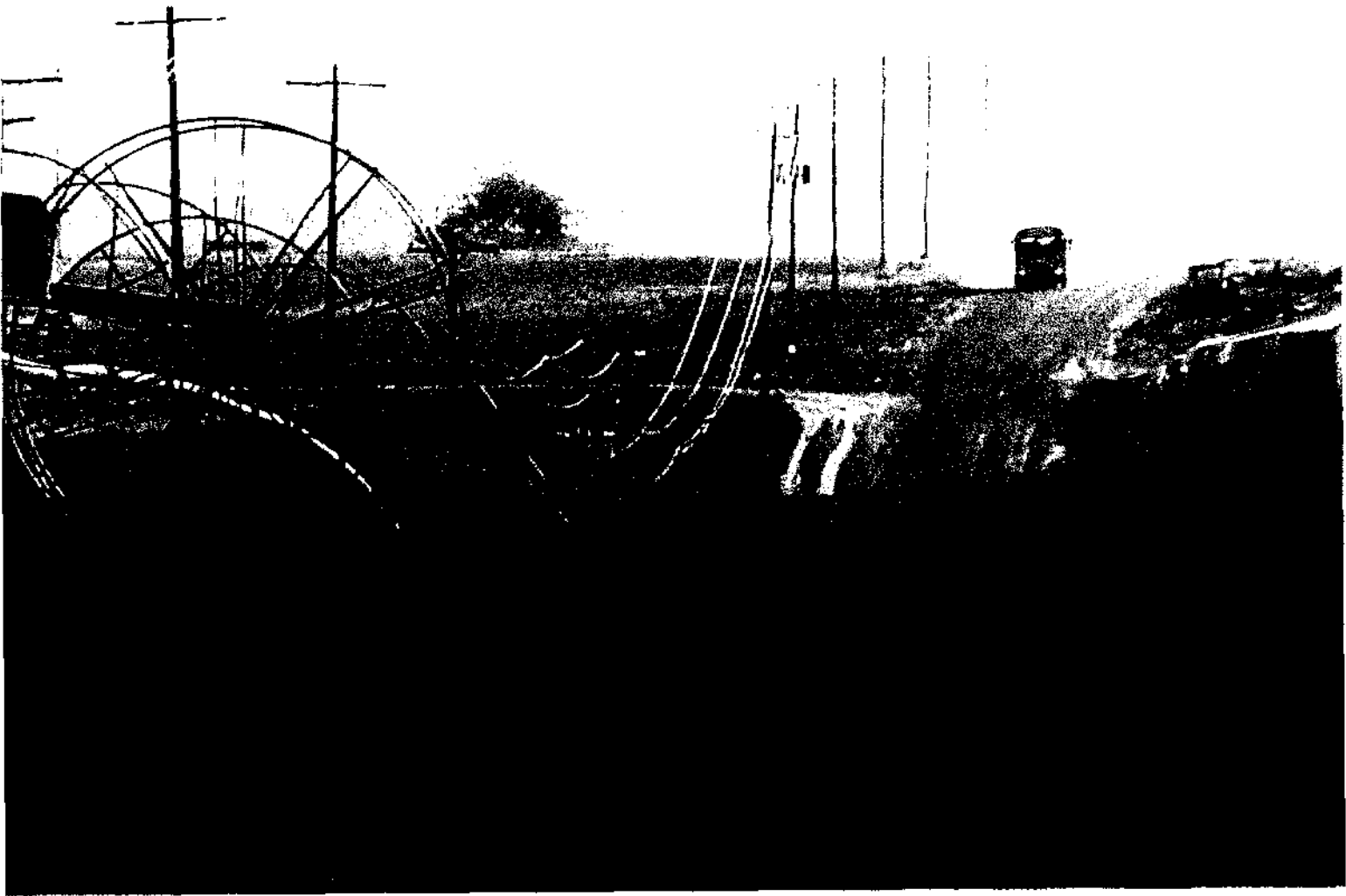
bus just left Shurtz's
house, 4 stops here to pick
up kids



3/15/05

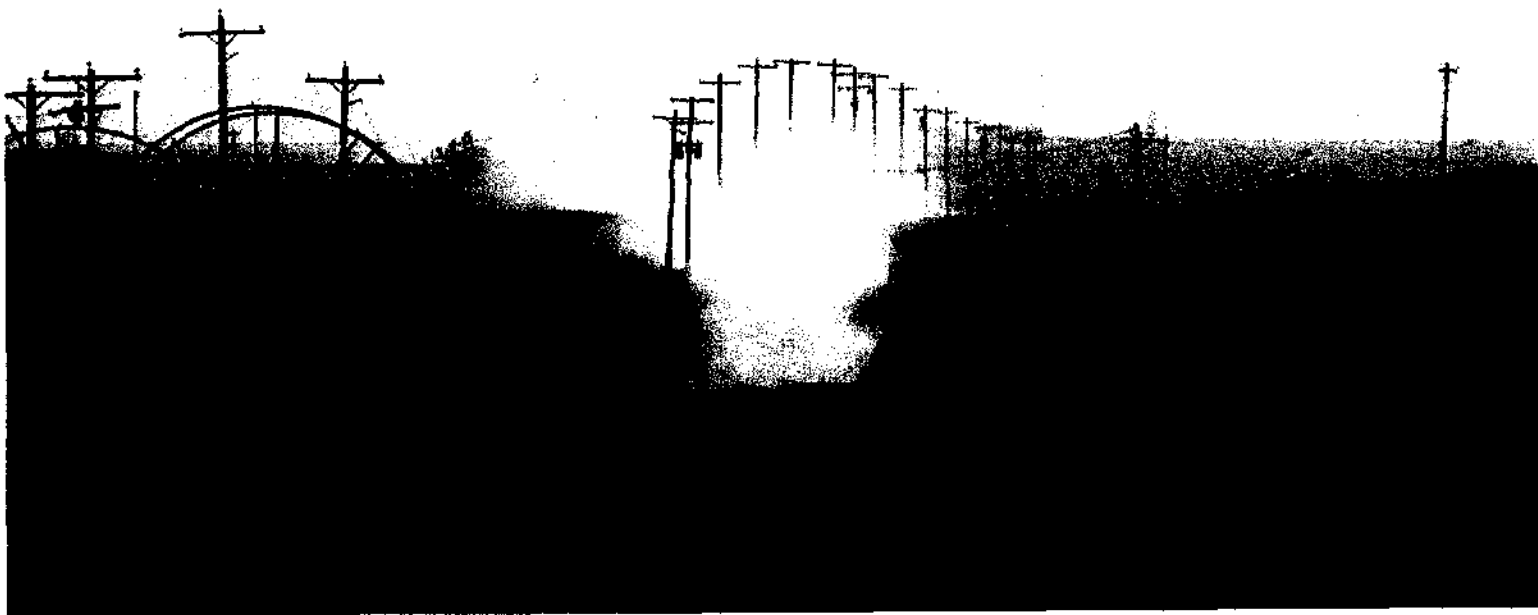
7:09 - 7:12 am

John 35 mph.



3/15/05

8:05- 8:09 am



3/15/05

8:05- 8:09 am

Franklin County Public Works

March 14, 2005

Franklin County Commissioners

Franklin County Road District

To the above:

We, the undersigned residents of Birch Road Franklin County, are enduring a heavy cloud of dust each time a vehicle travels the road.

As residents of Birch Road, we request that the county use a sealant or other means to stop the heavy emission of dust.

Prompt action on this problem would be appreciated.

Name	Signature	Address
Sharon J. Horley	Sharon J. Horley	2731 Birch Road
Donald J. Horley	Donald J. Horley	2731 Birch Rd
Patricia A. Hilker	PATRICIA HILKER	2720 Birch Rd,
Ron Kelly	Ron Kelly	2822 Birch Rd.
Kitty Kelly	Kitty Kelly	2822 Birch Rd.
Luis A. Marroquin	Luis A. Marroquin	2875 Birch Rd.
SHARON RHODES	Sharon Rhodes	3011 Birch Rd
Paula Johnson	Paula Johnson	3021 Birch Rd
Dwight Johnson	Dwight Johnson	3021 Birch Rd
DAN HOCMES	Dan Holmes	3443 Birch Rd
Patty Holmes	Patty Holmes	3443 Birch Rd
GEORGIA HURLBERT	Georgia Hurlbert	3445 Birch Rd
John Hurlbert	John Hurlbert	3445 Birch Rd.
Peggy Sturtevant	Peggy Sturtevant	2431 Birch Rd
Richard Sturtevant	Richard Sturtevant	2431 Birch Rd.
John Long	John Long	1701 Birch Rd.
Holly Long	Holly Long	1701 Birch Rd

March 16, 2005

Franklin County Public Works

March 14, 2005

Franklin County Commissioners

Franklin County Road District

To the above:

We, the undersigned residents of Birch Road Franklin County, are enduring a heavy cloud of dust each time a vehicle travels the road.

As residents of Birch Road, we request that the county use a sealant or other means to stop the heavy emission of dust.

Prompt action on this problem would be appreciated.

Name

Signature

Address

Fred Olberding

Fred Olberding

911 Birch Rd. Pasco, WA 99361

Edie Olberding

Edie Olberding

911 Birch Rd. Pasco

We, the undersigned residents of Birch Road Franklin County, are enduring a heavy cloud of dust each time a vehicle travels the road.

As residents of Birch Road, we request that the county use a sealant or other means to stop the heavy emission of dust.

Prompt action on this problem would be appreciated.

Name

Signature

Address

Fred Olberding

Fred Olberding

911 Birch Rd. Pasco, WA 99361

Edie Olberding

Edie Olberding

911 Birch Rd. Pasco

FRANKLIN COUNTY

ORDINANCE NO: 2-2005**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:

Ordinance 1
2-2005**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
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
CYPRESS DRIVE	09280	35	TAYLOR FLATS RD.	0.00	COTTONWOOD DR.	1.87	1.87
DAYTON ROAD	09190	35	ALDER ROAD	1.00	SAGEMOOR ROAD	3.00	2.00
FIR ROAD	09800	35	ELTOPIA WEST RD.	0.00	GLADE NORTH RD.	4.55	4.55
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.

ADOPTED at Pasco, Washington, on the 16 day of March, 2005.

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

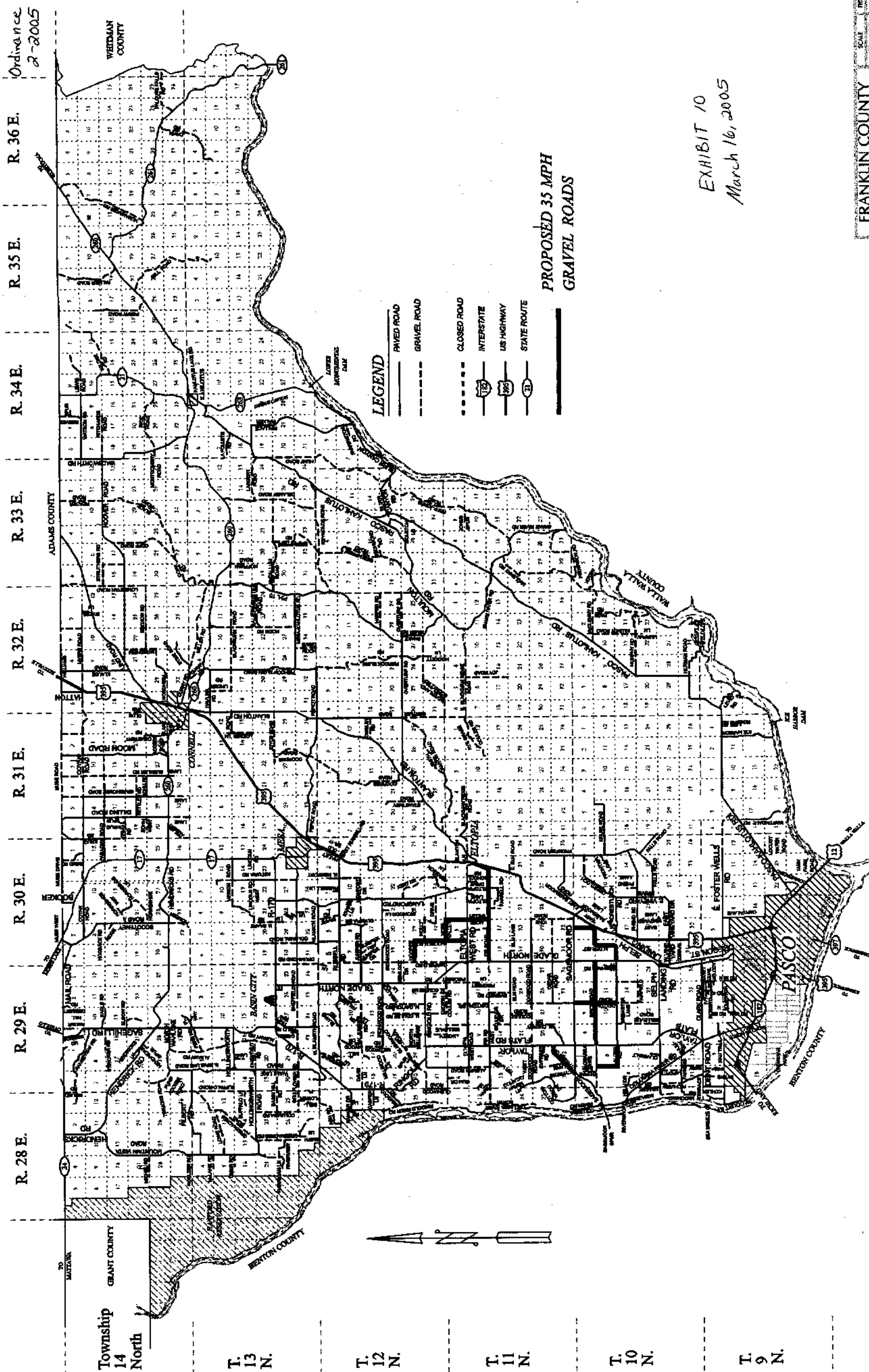
Frank H. Brock
Frank H. Brock, Chair

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

Robert E. Koch
Robert E. Koch, Member

Attest:

Mary Withers
Clerk of the Board



March 16, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3

Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

March 16, 2005

Sheriff Richard Lathim
Franklin County Courthouse
1016 North 4th
Pasco, WA 99301

Re: **CITY OF PASCO – FRANKLIN COUNTY CORRECTIONAL FACILITIES USE AGREEMENT**

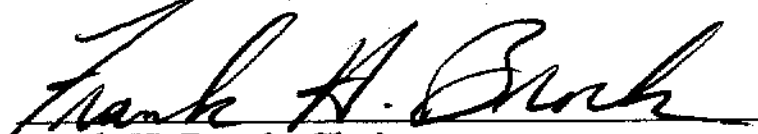
Dear Richard:

In an effort to conduct contract negotiations for the 2006 renewal for the City of Pasco – Franklin County Correctional Facilities Use Agreement, we feel the need to be involved. We would like to make a change to Section IV.C to read as follows: The city will remit a monthly payment representing 1/12th of the City's estimated share of jail costs by the fifth working day of each month.

Please notify County Administrator Fred Bowen and our office when contract negotiations are scheduled. Thank you for your assistance.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

cc: Jail Captain Rick Long
County Administrator Fred Bowen
Prosecutor Steve Lowe

FRANKLIN COUNTY RESOLUTION NO. 2005 125

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY
AND ATLAS ROBOTICS TO PERFORM FIVE SHOWS EACH DAY
JULY 1-4, 2005 IN CONJUNCTION WITH THE PROJECT DESIGNATED
GRAND 'OLE FOURTH**

WHEREAS, Jules Bamberger, Owner, Atlas Robotics, agrees to perform five (5) forty (40) minute shows each day July 1-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$3,060.00, including hotel accommodations;

WHEREAS, a deposit of \$765.00 is required upon complete execution of the agreement with the balance to be paid on the 4th of July 2005; 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 Atlas Robotics to perform five (5) forty (40) minute shows each day July 1-4, 2005 in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$3,060.00, including hotel accommodations.

APPROVED this 16th day of March 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
Atlas Robotics

cc: Accounting Department
County Administrator File
County Administrator - Invoice

PERSONAL SERVICES AGREEMENT**2005 125**

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Atlas Robotics**, 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 five (5) forty (40) minute shows per day, with the "Liberty" robot, 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

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 \$3,060, including hotel accommodations, without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. A deposit of \$765.00 will be mailed upon complete execution of this Agreement. Final payment, minus cost of hotel, will be made promptly upon ascertainment and verification by the County of the completion of the work under this agreement.

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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

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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:

Jules Bamberger
Atlas Robotics
2170 Kawana Terrace
Santa Rosa, CA 95404

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.

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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 10 day of 3, 2005.

CONTRACTOR:Firm: Atlas RoboticsBy: Jules BambergerSignature: Title: owner

Approved as to form:


Ryan E. Verhulst,
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



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ATLAS ROBOTICS

RENTAL CONTRACT

1/3/2005

FAIR :
CONTACT : Dan Blasdel
DATES : July 1-4 2005
ADDRESS : 1016 North 4th Street
CITY : Pasco WA 99301
PHONE : 509-727-3766

ROBOTS : ~~Seamore~~ Liberty
Job # : 61305

Number of days:4
Schedule: 5-40 minute sets per day during daylight hours.


SUMMARY OF RENTAL COSTS

ROBOT COST	:\$850 per day
10% Discount	:<\$340>
SHIPPING	:included
TRAVEL EXPENSES	:included
ACCOMMODATIONS	:included

TOTAL COST :\$ 3060.

Please sign & return this agreement with a 25% deposit. Balance to be paid on the last day of fair. This contract is good only upon receipt of the deposit.

Thank You,



Jules Bamberger Date
Atlas Robotics

Dan Blasdel Date

Please send payment to Atlas Robotics 2170 Kawana Ter. Santa Rosa, Ca. 95404

FRANKLIN COUNTY RESOLUTION NO. 2005 126

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AGREEMENT BETWEEN FRANKLIN COUNTY AND JAK ADVERTISING AGENCY TO SELL ADVERTISING AND SPONSORSHIPS FOR THE PROJECT DESIGNATED GRAND 'OLE FOURTH

WHEREAS, Robbie Klima, Owner of JAK Advertising Agency, agrees to solicit advertising and sponsorships in conjunction with the project designated Grand 'Ole Fourth as specified in the attached agreement; and

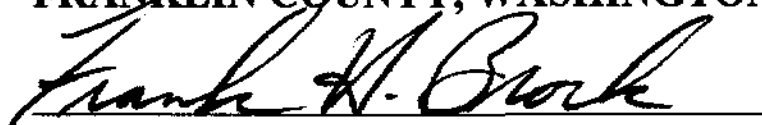
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 Agreement between Franklin County and JAK Advertising Agency to solicit advertising and sponsorships in conjunction with the project designated Grand 'Ole Fourth.

APPROVED this 16th day of March 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
JAK Advertising Agency

cc: Accounting Department
County Administrator File

**AGREEMENT BETWEEN FRANKLIN COUNTY, WASHINGTON
AND
JAK ADVERTISING AGENCY**

THIS AGREEMENT made and entered into this 16 day of March 2005, by and between **FRANKLIN COUNTY**, Washington, hereinafter called the "**COUNTY**", and **JAK ADVERTISING AGENCY**, hereinafter called the "**AGENCY**."

WHEREAS, the **COUNTY** jointly owns, maintains, and operates the Trade Recreation Agricultural Center (TRAC) within Franklin County and the **AGENCY** requests to contract with the **COUNTY** for the right to sell advertising at or on the property of TRAC located at 6600 Burden Blvd, Pasco, Franklin County, Washington, 99301 during the term of the 2005 Grand Ole Fourth Celebration:

NOW THEREFORE, in consideration of the promises, terms, and conditions set forth below, the **COUNTY** and the **AGENCY**, along with any **3rd PARTIES** that the **AGENCY** sells advertising to in regards to this **AGREEMENT**, hereby agree as follows:

1. ***Rights.***

- (a) The **COUNTY** hereby grants **AGENCY** the non-exclusive right to sell advertising to **3rd PARTIES** per the terms of this **AGREEMENT**.
- (b) All terms and conditions in relation to the content, types, forms, quantity, colors, specifications and costs of the advertising shall be negotiated by the **AGENCY** with the **3rd PARTIES**.
- (c) The **AGENCY** shall provide the **COUNTY** with notice of the terms and conditions in relation to the content, types, forms, quantity, colors, specifications and costs of each **3rd PARTIES'** advertising. The **AGENCY** must provide the **COUNTY** notice of the above information at least ten (10) days prior to the 2005 Grand Ole Fourth Celebration.
- (d) The **COUNTY** has the exclusive right to revoke any **3rd PARTIES'** purchase of advertising without reason or penalty.
- (e) A **3rd PARTY** or **3rd PARTIES** shall be entities who purchase the right to sell advertising from the **AGENCY** for purposes of advertising at the 2005 Grand Ole Fourth Celebration.

2. ***Placement, Maintenance, Repairs, and Replacement.***

- (a) The **AGENCY** shall at their sole expense place, maintain, and remove all approved signs or advertising at no expense to the **COUNTY**.
- (b) The **AGENCY** shall at their sole expense, maintain the signs or advertising, and shall be responsible for all repairs or replacement required by accident, vandalism, and or theft.
- (c) In the event the **AGENCY** wishes to change the layout, content and/or colors of the posted signs or advertising, it may do so at its sole expense and in accordance with Section 1.

3. ***Term of Agreement.***

- (a) The term of this **AGREEMENT** shall be for the year 2005 commencing upon execution and expiring at 12:00 A.M., July 5, 2005, concluding the term of the 2005 Grand Ole Fourth Celebration at TRAC.
- (b) Upon expiration of this **AGREEMENT**, the sign(s) shall be removed by the **AGENCY**. All signs not removed by the **AGENCY** shall be removed by the **COUNTY** and made available only to the **AGENCY** for pick-up at the TRAC facility for thirty (30) days. Upon expiration of thirty (30) days, any signs not picked-up by the **AGENCY** shall be discarded by the **COUNTY** at no liability or expense to the **COUNTY**.

4. **Advertising Fees and Revenues.** The total advertising fees collected shall be distributed as follows: Seventy (70%) percent to the **COUNTY** and thirty (30%) percent to the **AGENCY**. The 3rd **PARTIES** shall have no right to any such fees. Any and all costs shall be deducted entirely from the **AGENCY'S** thirty (30%) percent.

The **AGENCY** shall collect all advertising fees and shall distribute the **COUNTY'S** seventy (70%) percent share of such fees to the **COUNTY** within five (5) days of receipt.

The **AGENCY** shall provide the **COUNTY** with a complete accounting of all 3rd **PARTIES'** advertising fees collected, fees distributed, and costs deducted on or before July 4, 2005.

5. **Advertising Conditions.** All advertising content shall be approved by the **COUNTY**, per the terms of Section 1 of this **AGREEMENT**.
6. **Assignment.** This **AGREEMENT** may not be assigned or otherwise transferred by either party hereto.
7. **Modification.** No change, alteration, modification, or addition to this **AGREEMENT** will be effective unless it is in writing and properly signed by both the **COUNTY** and the **AGENCY**.
8. **Representative.** The **COUNTY** and the **AGENCY** shall each designate a person who has the authority and responsibility for administering this **AGREEMENT**. All notices regarding the performance or interpretation of this **AGREEMENT** shall be served in writing on such person at the following addresses:

COUNTY's Representative:

Name: Fred Bowen
Title: County Administrator
Address: 1016 North Fourth Avenue
Pasco, Washington 99301
Phone No.: (509) 545-3578
Email: fbowen@co.franklin.wa.us

Advertiser's Representative:

Name: Robbie Klima
Title: Owner
Address: 3308 S. Lyle Street
Kennewick, WA 99337
Phone No.: (509) 586-2022
Email: klima43@hotmail.com

9. **Indemnification.** The **AGENCY** will indemnify, defend, and hold harmless the **COUNTY**, its agents, employees and volunteers, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from acts, errors, omissions, or negligent acts of the **AGENCY**, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the **COUNTY**, or its agencies or employees caused or contributed to the alleged injury or damage. In the event that the **COUNTY** elects to defend itself against any claim or suit arising from any injury, death, or damage, the **AGENCY**, in addition to providing indemnification and holding the **COUNTY** harmless as set forth above, shall indemnify the **COUNTY** for all expenses incurred by the **COUNTY** in defending such claim or suit, including attorney fees; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this **AGREEMENT** and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the **COUNTY**, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of the **AGENCY**, its employees, agents, or representatives.

10. **Governing Law.** The existence, validity, construction, and enforcement of this **AGREEMENT** shall be governed in all respects by the laws of the State of Washington.
11. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this **AGREEMENT** or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the parties. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
12. **Venue, Applicable Law and Personal Jurisdiction.** All questions related to this **AGREEMENT** shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this **AGREEMENT**, such action shall be instituted in the Franklin County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this **AGREEMENT** until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.
13. **Severability.** If any term, provision, covenant, or condition of this **AGREEMENT** is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
14. **Waiver.** The waiver by either party of any breach of any term, condition, or provision of the **AGREEMENT** shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this **AGREEMENT**.
15. **Captions.** The captions used herein are for convenience only and are not a part of this **AGREEMENT** and do not in any way limit or amplify the terms and provisions hereof.
16. **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this **AGREEMENT**.
17. **Concurrent Originals.** This **AGREEMENT** may be signed in counterpart originals.
18. **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this **AGREEMENT** are hereby ratified and confirmed.
19. **Records.** The **AGENCY** hereby grants the **COUNTY** full and complete access to any and all documents, records, and information related to this **AGREEMENT** for three (3) years beyond the expiration of this **AGREEMENT**. The **COUNTY'S** full and complete access includes copying of any and all documents, records,

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and information related to this **AGREEMENT**. The **AGENCY** agrees to maintain any and all documents, records, and information related to this **AGREEMENT** for three (3) years beyond the expiration of this **AGREEMENT**.

IN WITNESS THEREOF, three (3) identical counterparts of this **AGREEMENT**, each of which shall be deemed an original thereof, have been duly executed by the parties herein named.

APPROVED this 16 day of March 2005.

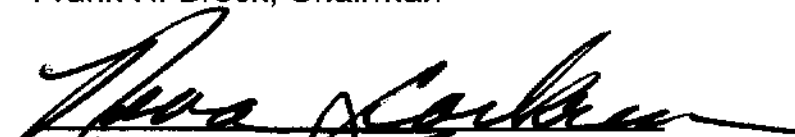
AGENCY

By: 
Robbie Klima

Owner
Title

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington


Frank H. Brock, Chairman


Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Commissioner

ATTEST BY:


Clerk of the Board

Approved As To Form:

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

by: 
Ryan E. Verhulst, WSBA #28902
Deputy Prosecuting Attorney