

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for March 30, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion – Mr. Koch: I move to accept the consent agenda for March 30, 2005, as presented:

1. Approval of **Resolution 2005-134** for the write-off of uncollectible debt for TRAC in the amount of \$5,899.73.
2. Approval of ***Out-of-State Travel Request*** for Undersheriff Kevin Carle to travel to Redding, California March 30-31, 2005 to pick up evidence in a kidnap/rape case, for an estimated expense of \$205. (Exhibit 1)
3. Approval of ***Out-of-State Travel Request*** for Detective Jimmy Johnston to travel to Redding, California March 30-31, 2005 to pick up evidence in a kidnap/rape case, for an estimated expense of \$80. (Exhibit 2)
4. Approval of **Resolution 2005-134** for the Memorandum of Understanding and Membership Agreement between Washington State Association of Counties and Franklin County for membership in the ***County Workplace Safety Alliance*** program, commencing April 1, 2005, and to authorize the Chairman to sign said agreement on behalf of the Board. (Exhibit 3)

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

Discussion: Mr. Brock asked to hold approval for item 1 until more information is obtained. Mr. Koch rescinded the **motion**. Mrs. Corkrum rescinded her second.

Motion – Mr. Koch: I move for approval of the consent agenda minus item 1. Second by Mrs. Corkrum. 3:0 vote in favor.

Vouchers/Warrants

Motion – Mr. Koch: I move that we approve the Salary Clearing payroll for the total of \$522,637.01:

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Salary Clearing payroll warrants 36866 through 36980 for \$170,220.93; warrants 36981 through 36991 for \$154,499.37; and Direct Deposit for \$197,916.71; for a total of \$522,637.01.

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

The vouchers listed for Emergency Management and Irrigation payroll are not overseen by the commissioners but are also listed on the cover sheet:

Emergency Management: Warrants 7037 through 7047 for \$3,613.99; warrants 7048 through 7056 for \$3,972.54; and Direct Deposit for \$6,822.51; for a total of \$14,409.04; and

Irrigation Payroll: Warrants 10697 through 10710 for \$8,163.54; and warrants 10711 through 10718 for \$3,388.61; for a total of \$11,552.15.

Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 4)

WSU EXTENSION OFFICE

WSU Extension Agent Kay Hendrickson met with the Board.

Surplus Property: AB Dick has asked to buy the motor of the surplused folding machine. They will pay \$25 for the motor. The money will be deposited with the Treasurer.

Drought: The WSU Extension website now has a drought section.

High School Students Program

A busload of 22 Pasco High School students will be going to WSU this week. We hope to be able to encourage them to go on to higher education. They will be visiting the Apparel, Merchandising and Textile Department which is part of the Department of Ag, as well as a tour of other areas of WSU. The apparel industry in Washington is third or fourth in the nation for the amount of money that comes through the state of Washington. It is the fastest-growing department in the college and has grown about 300% in the last several years. A small diversity grant is paying for the bus.

Community classes

In response to Ms. Hendrickson's question, the Board told her the Commissioners Meeting Room can be used at night for a class for child care workers.

PROSECUTOR'S OFFICE

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Chief Civil Deputy Ryan Verhulp met with the Board. He had no matters for the Board.

OFFICE BUSINESS

Taxing ability

Mr. Koch asked if the county goes out for a 2/10th of 1% sales tax, what is the City of Pasco going after? Mr. Bowen said the city will support it and also go out for a city 1/10th of 1% tax as a public facility district. Mrs. Corkrum said the county can still add the 1/10th of 1% tax later if we decide to. We are not giving up the third 1/10th of 1% tax. That opportunity can be used down the road.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Executive Session at 9:37 a.m. regarding potential litigation expected to last five minutes.

Open Session at 9:44 a.m.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vacation of 4th Street (Eltopia)

Mr. Fife received a petition to vacate a portion of 4th Street in Eltopia. The Board reviewed an aerial photo of the site. Both property owners have signed the petition.

Motion – Mr. Koch: I make a motion that we set a Notice of Hearing to vacate a portion of 4th Street right-of-way in Eltopia. Second by Mrs. Corkrum. 3:0 vote in favor.
(Exhibit 5)

Policy and Procedure RRP4 – Dust Abatement on County Roads

Mr. Fife gave the Board a Policy and Procedure proposal to review regarding dust abatement on county roads.

Mrs. Corkrum said people have to understand that eventually a road will be graded even if it has dust abatement materials on it.

Mr. Fife said the county will not do dust abatement. The county will do soil stabilization to minimize the number of times we grade the road. The road will be

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prepared before the dust abatement material is put down. This procedure allows a person to get a permit and notify us five days in advance so the road can be graded and watered. The material would have to be put down within four hours after the county's preparation of the road. The county will determine when to do necessary work such as grading. The company doing the abatement work has to put up a \$1000 bond. The road area needs to be treated all the way to the paved road if within one-quarter mile (1200 feet) so that area will not need to be graded. The dust abatement treatment must be at least 600 feet.

Motion – Mr. Koch: I move that we approve the Policy and Procedure RRP4 Dust Abatement as presented. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 6)

Notification of damage to vehicles

Mr. Fife said the county Safety Policy states the commissioners should be notified of any accidents within 24 hours. The Safety Committee reviews accident information and determines whether the accident was preventable or not preventable.

Mr. Bowen has asked all departments to notify him if they have their own policies for vehicle damage.

TRAC

TRAC Manager Ray Ritari met with the Board.

TRAC collections

Mr. Ritari answered the Board's questions about item 1 of the Consent Agenda regarding the uncollectible debts for TRAC. The Board asked that item 1 of the consent agenda be included on Monday's consent agenda.

Hockey

Mr. Ritari gave the Board a copy of a letter from Steve Stevens from Spokane who is the head hockey official in Washington state and vice president of PNAHA (the state association for amateur hockey). Mr. Stevens commended the youth playing hockey in the Tri-Cities for their behavior at the last hockey game of the season.

Hockey is done for the season. The ice is out of the Pavilion.

Event Update

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Recent events at TRAC were Mercer Birthday Party with 60 attending and RDO Equipment with 150 attending. A Hispanic dance cancelled because of concern over the city noise ordinance.

Upcoming events include: DSHS, Yakima Valley School DDD, USTRC, Quilt Show, TCAHA meeting, Mid-Columbia Quarter Horse Show, Checkered Flag Monster Truck Show, and Rocky Mountain Elk Banquet.

February Financial Reports

February Financial Reports were reviewed.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. Present in audience: Terrance Casey of CKJT Architects.

Upgrading 911 Equipment in Dispatch

Information Services Director Kevin Scott and Dispatch Superintendent Lieutenant Pat Hogan met with the Board.

Mr. Scott said Phase 1 of an upgrade of 911 equipment in Dispatch shows the telephone number of cell phones. Phase II is needed which will pinpoint the location of the cell phone when a call is made. There is a Federal mandate to upgrade 911 equipment for the cell phones.

The agreement has been reviewed by Chief Civil Deputy Prosecutor Ryan Verhulp.

The Board asked if there is money to cover the cost. Mr. Hogan said yes. He met with the Homeland Security committee who gave us \$100,000. The rest will come from the 911 budget. Mr. Koch also serves on the Homeland Security committee.

In response to a question, Mr. Scott said we are in the process of preparing for bids for the cell phone tower at Kahlotus.

The Phase II equipment will be in place probably in August.

Motion – Mrs. Corkrum: I move we pass Resolution 2005-135 regarding the Dispatch-Wireless Phase II – Positron Upgrade Public Safety Product – CPE E911 Sales/Installation Agreement. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

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County Clerk

County Clerk Mike Killian met with the Board.

Mr. Killian said it is a maintenance agreement, not software, that was vouchered for his office using money from the Auditor's O&M fund with the approval of the Auditor O&M Committee. He said Information Services (IS) was aware of it. Mrs. Corkrum asked, "Then it was purchased without our approval?" Mr. Killian said it was invoiced to be purchased. He did not think it needed to come before the Board. The Auditor's Centennial Document Preservation and Modernization Account Policy and Procedure was reviewed briefly. Mrs. Corkrum said even though Auditor O&M funds are approved by the committee, then it comes before the Commissioners for approval. She said if it's a maintenance agreement for equipment you've already purchased, that's not the way it came across to us. Mr. Bowen said nothing was ever brought up by IS about anything except scanners.

Mr. Killian asked what procedure the Board needs followed. Mrs. Corkrum said after the Auditor O&M Committee approves, then the department head comes to the Board.

Mr. Killian said a letter that was sent to him makes it look like he did something inappropriate. It was sent to everybody in the county. People made comments to him like "you're spending money without it being approved." He said it's an appearance concern. Mrs. Corkrum said I guess you were without it being prior approved. Mr. Killian said he didn't understand maintenance agreements had to be approved through the Commissioners. Mr. Brock said it's not just a maintenance agreement but it's that money came out of that fund. Mrs. Corkrum said "whatever it's for." Mr. Killian said okay. Mr. Killian said it was sent to the Board to be approved. Mrs. Corkrum asked how? By voucher? Mr. Killian said "Correct." Mrs. Corkrum asked if Mr. Killian signed the maintenance contract with the company. Mr. Killian said no. He said it was already signed by the Board. It's extending a contract that has already been signed.

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Mr. Killian said if there was a question about any purchases or anything, he would appreciate being called instead of a letter being sent out. Mr. Brock said it was a reminder for everybody that this is what we need to do, because if you misunderstood it, perhaps others misunderstood it also.

Change Orders for Courthouse Renovation

CKJT Architect Terrance Casey met with the Board. He reviewed a list of proposed change orders (PCO).

PCO 23 for \$2120: The Board gave **consensus approval** to prepare the paperwork to approve.

PCO 31 for \$1800 to support the vault door that is in the commissioners meeting room. In design we had specified PSL which is a large piece of lumber but the beam we had it headed back to was a false beam so we had to extend its length to an actual beam. There were also some electrical revisions involved. This work has already been done. The Board **approved**.

PCO 35 for \$1738 is electrical room in basement (the main electrical room). This is the cost of adding 18" of door. It costs about \$1000 for hardware. The rest of the cost is to modify the existing frame and some other work. The work has been done. Board gave **approval**.

PCO 44 for \$11,178 is a proposal to change out the flooring material in stair #2 which is just south of the east entrance (main entrance) right next to the Commissioners Meeting Room. Carpet is scheduled for the stair right now. We would take out carpeting and put in a rubber product with rubber noses. Mrs. Corkrum said carpet would not stay clean and would wear out. The Board and Mr. Bowen all agreed that carpet is not good. There is a credit for carpet included in the amount. Board gave **approval**.

PCO 45 for \$2150. Round windows, stained glass design change. Mr. Casey said this change was discussed with Mrs. Corkrum in California at Reflections Studios. One round window is being deducted because our drawing showed a round window where it didn't exist. It is brick. It was never a window. There is a deduction as well as a cost for

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the design change. The net cost is an additional cost of \$2150. Board gave **consensus approval**.

PCO 46 for \$730. In the historic courtroom, there are three main trusses made of large timbers holding up the ceiling. The bottom timber on the east truss was severely cracked. The structural consultant from Seattle recommended a patch using a plate on the top and bottom with three bolts to lag through. The work has been done because it would have delayed additional work of installing wood trim for stained glass. The Board gave **approval**.

PCO 48 for \$1851 is a redesign affecting the west wall of the courthouse because we couldn't fit all of the ductwork through that was in the original design. There were too many openings already existing in the wall once everything was uncovered. The structural engineer did not feel it was a good idea to put so many holes in the wall. He gave two solutions. One was to completely tear down the west wall and rebuild it. The second was to make a plenum chase above the ceilings in two small rooms that prisoners are taken through and clerks use to access back into the courtroom. Then a vertical chase will be used from the second floor to the first floor. This cost is just for the drywall. The structural openings are in place. Board gave **consensus approval**.

PCO #49 is a credit of \$12,300. The design originally had two brass directories in the main foyer at the east. When we took down the 1970 directories, we found there were original smaller wooden directories in the wall. One still exists. The other had disappeared. This cost includes some refurbishing for the existing directories, making one new one, and a credit of \$12,300. Board gave **approval**.

PCO 50 for \$16,132. In the historic courtroom behind the jury and behind the judge, there was some scagliola wainscoting that was in very poor shape behind the jury and nonexistent behind the judge. We don't even know what the material behind the judge is because nobody can identify it. It is not original and is not scagliola. This would replace that material instead of scagliola at Hayles and Howell cost of \$11,400 plus Lydig's overhead and profit costs. The majority would be replaced with mahogany wood to match the mahogany wood above. Mrs. Corkrum asked how it will look.

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Mr. Casey said it will look pretty good. Because it is behind the judge's bench and the jury, there will be two sections. He explained why he thinks it will be okay. Mr. Casey is going to measure to see if there really is 37 feet of cap rail on the south wall of scagliola that would have to be created. He thinks there will be another adjustment on the amount because he thinks there is less than 37 feet.

He asked for Board approval to tell the contractor to move forward with the wood panel. The Board gave **approval**.

PCO 51 for \$40,057 is a request to change vinyl composition tile (VCP) in several rooms to tile that would match the tile in the Public Safety Building. It has a clay base instead of ceramic or porcelain. Mrs. Corkrum said some of the courthouse floors are going to take a lot of maintenance so in the long run, she thinks tile would be more cost-effective. Mr. Brock said he thinks it would be nice to have but he wants to know where we are at in the budget. Mrs. Corkrum said she thinks the floor needs to be this type in at least Room 219 because of ease of maintenance. Room 219 is about a third to half of the total area.

The current budget figures were reviewed in detail. Mr. Casey listed some other potential change orders and estimated amounts including cost for access panels above the courtroom and a fountain. Electrical and plumbing is already in place for the fountain. The fountain can be added later. Lead time on ordering the fountain is significant. The fountain can be put in later but it would cost more at a later time. The current cost is part of the bid. Mr. Bowen said there are other options for fountains instead of having a unique design.

Mr. Bowen asked Mr. Casey if the construction will actually finish in November. Mr. Casey said we have added 35 days in one change order and 15 days in another change order.

The Board wants to do all the tile. Mr. Brock asked Mr. Casey to ask the contractor about setting the decision about placement of a fountain aside for at least three weeks. The Board gave **approval** to put tile in all the listed areas instead of VCT. The

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Board will wait to make a decision on ordering the fountain for about three weeks, when the Legislature has adjourned.

Recessed at 11:32 a.m.

Reconvened at 11:36 a.m.

Courthouse Grand Opening – Sponsorships and Tours

Mrs. Corkrum said she thinks there should be some kind of function in the rotunda before we move into the Courthouse. It would be for the whole community, the general public, that could include guided tours. In addition, perhaps a catered dinner could be held in the rotunda with cost charged for tickets.

Extension of \$500,000 Interfund Loan

The Board asked to extend the loan in Resolution 2004-414. Mr. Bowen recommended extending it at least until the end of 2005. The Board agreed.

Landfill Funds

We need to create a revenue and expenditure budget for landfill funds. Mrs. Corkrum said it has to be a separate fund, not intermingled with Current Expense. Mr. Bowen will talk to Chief Accountant Tom Westerman about it.

District Court – Home Monitoring

Mr. Bowen has talked with District Court Judge Jerry Roach about home monitoring. There is revenue projected in Current Expense for home monitoring. Judge Roach told Mr. Bowen the offenders are being directed to the Corrections Department for home monitoring. He will find out more.

TRAC Canopy Extension

Change Order #5 for TRAC canopy extension was reviewed. It was for the sidewalk work. The canopy glass extended to a certain pillar and the sidewalk narrowed so another section of sidewalk was put in place. The cost was \$484.62. The Board had approved this work previously.

Motion – Mrs. Corkrum: I move for approval of Change Order #5 to the agreement between Franklin County and Knerr Construction. This is Resolution 2005-136. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

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Mr. Bowen said the funds will be taken from the Miscellaneous TRAC Operations fund.

TRAC Canopy Extension - Certificate of Substantial Completion

Motion – Mr. Koch: I make a motion that we approve Resolution 2005-137, Certificate of Substantial Completion to Knerr Construction regarding the TRAC front entrance canopy. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 9)

TRAC

The Board reviewed the General Manager Job Description for TRAC.

Mr. Bowen pointed out the salary range is from \$69,729 to \$96,120. He wanted the Board to be aware of the range. He thinks the range is where it should be.

Motion – Mr. Koch: I move we accept the job description. Second by Mrs. Corkrum. 3:0 vote in favor.

Mr. Brock said he would like the advertisement to state the starting salary is \$69,729 rather than listing the entire range.

Advertisement and advertising costs

Mr. Bowen recommended running an ad in IAAM for \$341.25, Tri-City Herald for \$836.06, Spokesman Review for \$887.25, and NWclassifieds.com for \$255. If another ad is a reasonable price, he will also place another ad. The cost in a Boise newspaper is \$4957. It will run in newspapers on April 3, 10 and 17. The job closes the following Friday.

Motion – Mrs. Corkrum: I move for approval of the advertising recommendation, deleting Boise and giving the administrator some discretion on other reasonable options. Second by Mr. Koch. 3:0 vote in favor.

Executive Session at 12:02 p.m. regarding personnel expected to last 15 minutes.

Open Session at 12:28 p.m.

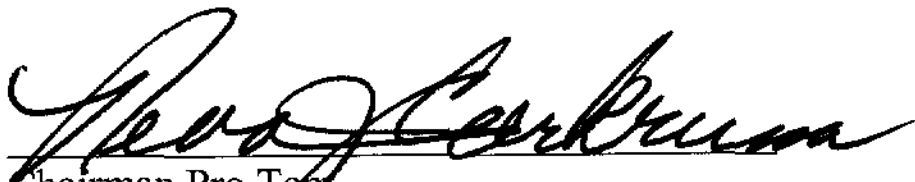
Adjourned at 12:29 p.m.

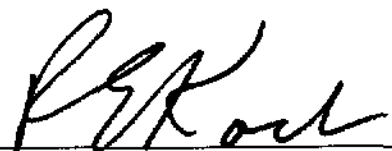
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 7, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed April 4, 2005.

OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name:

KEVIN CARLE

Dates:

3-30-31-05

Destination:

REDDING, CAL.

Purpose:

PICK-UP EVIDENCE KIDNAP RAPE CASE

Account/Budget #

520

ESTIMATED EXPENSE

Mileage _____ Miles @ _____ Per Mile \$ _____
 Meals..... \$ 80.00
 Lodging..... \$ 125.00
 Registrations, Fares \$ _____
 Supplies \$ _____
TOTAL \$ 205.00

Recommended:

Rich J. [Signature]
 (Elected Official/Dept. Head)

3/28/05
 (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

3-28-2005

Frank A. [Signature], Chair

[Signature], Member

[Signature], Member

March 30, 2005

ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: _____

OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Jimmy Johnston
 Dates: 3-30-31-05
 Destination: REDDING CA.
 Purpose: Plu EVIDENCE IN KIDNAP/RAPE CASE
 Account/Budget # 520

ESTIMATED EXPENSE

Mileage _____ Miles @ _____ Per Mile \$ _____
 Meals..... \$ 80.00
 Lodging..... \$ _____
 Registrations, Fares \$ _____
 Supplies \$ _____
TOTAL \$ 80.00

Recommended: [Signature] 3/28/05
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

3-28-2005
[Signature], Chair
[Signature], Member
[Signature], Member

> March 30, 2005

ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: _____

FRANKLIN COUNTY RESOLUTION NO. 2005 134

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: MEMORANDUM OF UNDERSTANDING AND MEMBERSHIP
AGREEMENT BETWEEN WASHINGTON STATE ASSOCIATION OF
COUNTIES AND FRANKLIN COUNTY FOR MEMBERSHIP IN THE
COUNTY WORKPLACE SAFETY ALLIANCE PROGRAM**

WHEREAS, the county workplace safety and claims management cooperative of the Washington Association of Counties was named the *County Workplace Safety Alliance (CWSA)* and operates under applicable laws of the State of Washington; and

WHEREAS, the CWSA is a recommendation set forth by the County Retro Pool Advisory Committee to provide active retro and other participating counties with third party administrator services designed to improve workplace safety, reduce claims costs, and ultimately lower industrial insurance costs; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Memorandum of Understanding and Membership Agreement between Washington State Association of Counties and Franklin County for membership in the County Workplace Safety Alliance Program, commencing April 1, 2005.

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 30th day of March 200⁵.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

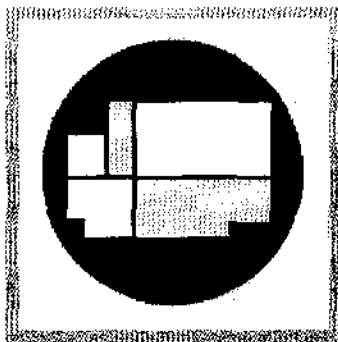

Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
WSAC

cc: Prosecutor's Office
Franklin County Risk Manager
Human Resources Director



Washington State Association of Counties

206 Tenth Avenue SE, Olympia, WA 98501-1311

Phone (360) 753-1886 · Fax (360) 753-2842

www.wacounties.org

County Workplace Safety Alliance (CWSA)

MEMORANDUM OF UNDERSTANDING and MEMBERSHIP AGREEMENT

NAME

The county workplace safety and claims management cooperative of the Washington State Association of Counties (WSAC) shall be named the *County Workplace Safety Alliance (CWSA)*. This program shall operate under the applicable laws of the State of Washington.

PURPOSE

The purpose of the program shall be to benefit the member entities and their employees. This can be accomplished by promoting safe work environments and practices that minimize accidents and injuries and encourage early return-to-work efforts, thereby lowering industrial insurance costs. The program shall also assist members by retaining assistance to manage claims, assisting members by speeding the processing claims/payments to employees and preventing abuse of the program. The CWSA is intended to serve as a forum for developing and sharing best practices and as a vehicle for purchasing services to promote safety and reduce costs.

MEMBERSHIP

Any county in the State of Washington, may join the CWSA. Other local governmental entities, including public health districts funded through county revenue, may join as well. All members of the CWSA must participate in the safety and claims management programs. The CWSA may develop some special programs that members may use on an elective basis. To remain a member in good standing, members must be current on all fees and charges. Acceptance into the program is contingent upon approval by the WSAC Executive Director.

New members may join at the beginning of any calendar quarter. Members may withdraw from the CWSA during an annual renewal period established by the program. For Calendar Year 2005 notice of withdrawal must be received prior to June 15, 2005. The program and member will work to ensure that the withdrawal occurs in a manner designed to reduce disruption to the member and the program as well as meeting the administrative requirements of the WA State Department of Labor and Industries.

RESPONSIBILITIES ASSIGNED

The WSAC Board of Directors shall provide oversight and policy direction to the program. The WSAC Executive Director shall direct the daily operations of the CWSA.

The Executive Director shall establish a County Workplace Safety Alliance Advisory Committee composed of representatives from the organization's membership.

Each member of the alliance is responsible for informing WSAC of its contacts for the programs and authorizing at least one individual to speak on its behalf.

The County *Workplace Safety Alliance Advisory Committee* shall organize itself and elect officers. Additional duties related to the program operation may be delegated to WSAC staff and/or other member-related organization(s) either by contract or other mutually agreed upon method.

MEETINGS

Meetings of *County Workplace Safety Alliance Advisory Committee* shall be conducted at times and places selected by the membership. The committee may also meet at other times, if requested by the Chair. Members may participate in person or by conference call. Minutes of each meeting shall be sent to members and the WSAC Executive Director.

Executive Committee: The Committee may establish an Executive Committee to meet on a more frequent basis. Any member of the Advisory Committee may attend meetings of the Executive Committee as a non-voting member.

Sub-Committees: The WSAC Executive Director, the Executive Committee or the Advisory Committee may establish temporary sub-committees to address specific issues.

VOTING

Each member county or organization on a committee or sub-committee shall have one vote. All votes taken shall be cast by the county's or organization's appointed representative. Decisions shall require a simple majority vote of the representatives present at the meeting.

ANNUAL REVIEW

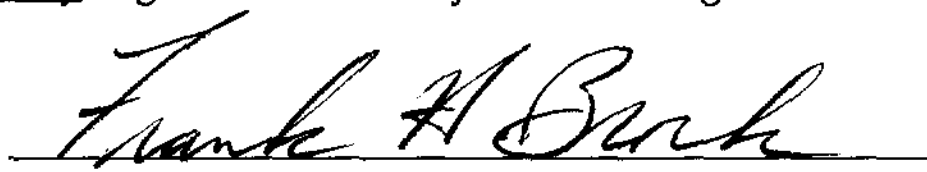
WSAC shall annually review the performance of the *County Workplace Safety Alliance* overall program and any element thereof that affects the success of the efforts to promote safe work places, reduction of accidents, and needed services for injured workers.

ADMINISTRATION AND LOSS PREVENTION

Administrative and loss prevention costs shall be budgeted annually. The WSAC Executive Director shall consult with the *Retrospective Rating Advisory Committee* and shall make a budget and billing methodology recommendation to the WSAC Board of Directors for approval. Each member will be billed a proportionate share of the administrative costs. The Board of Directors shall adopt the final budget.

Adoption of this memorandum of understanding constitutes an agreement of membership in the *County Workplace Safety Alliance (CWSA)* which shall commence April 1, 2005. Each year the member organization may exercise an option to withdraw from the CWSA during an annual renewal period which is set by the CWSA. For 2005 that notice must be received by WSAC prior to June 15, 2005.


Adopted by the Franklin County Legislative Authority or Governing Board on
March 30, 2005.


Chair, Legislative or Governing Board

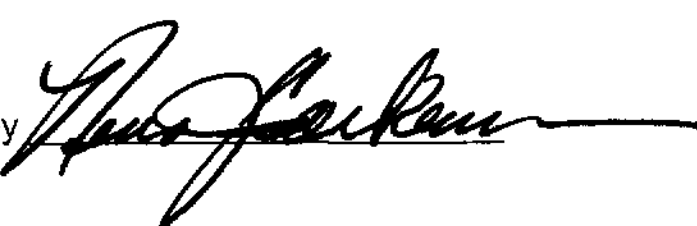
March 31, 2005

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, 03/31/2005, ,
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
Salary Clearing Payroll:		
	36866-36980	170,220.93
	36981-36991	154,499.37
	Direct Deposit	<u>197,916.71</u>
	Total	<u><u>\$522,637.01</u></u>

In the amount of \$ **522,637.01** . The motion was seconded by 

and passed by a vote of 3 to 0 .

Emergency Mgmt Payroll:

7037-7047	\$3,613.99
7048-7056	3,972.54
Direct Deposit	<u>6,822.51</u>
Total	<u><u>\$14,409.04</u></u>

Irrigation Payroll:

10697-10710	\$8,163.54
10711-10718	\$3,388.61
Direct Deposit	<u>0.00</u>
Total	<u><u>\$11,552.15</u></u>

**FRANKLIN COUNTY
NOTICE OF HEARING
PETITION TO VACATE A PORTION OF
FOURTH STREET RIGHT-OF-WAY**

NOTICE IS HEREBY GIVEN that a petition has been filed in the office of the Board of County Commissioners of Franklin County requesting that the right-of-way for a portion on Fourth Street be vacated as described:

All that portion of Fourth Street lying west of Walla Walla Avenue, situated in Section 11, Township 11 N., Range 30 EWM, Franklin County, Washington as shown on the Plat of Eltopia, which was recorded on February 26, 1902.

As shown in Exhibit "A"

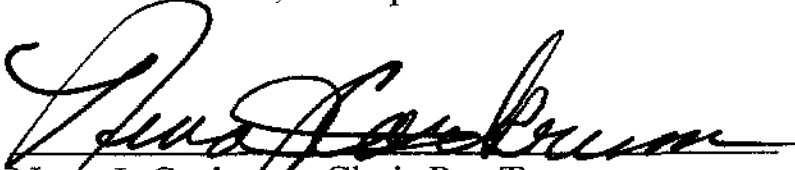
Provided, the easement be retained for public utilities and service in accordance with RCW 36.87.140.

Therefore, it is ordered by the Board that the hearing on said vacation petition will be held by the Board of County Commissioners of Franklin County at their office at the Annex Building at 412 W. Clark St., in Pasco, Washington, on the 25th day of April, 2005, at the hour of 9:45 a.m.

Signed this 30 day of March, 2005

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

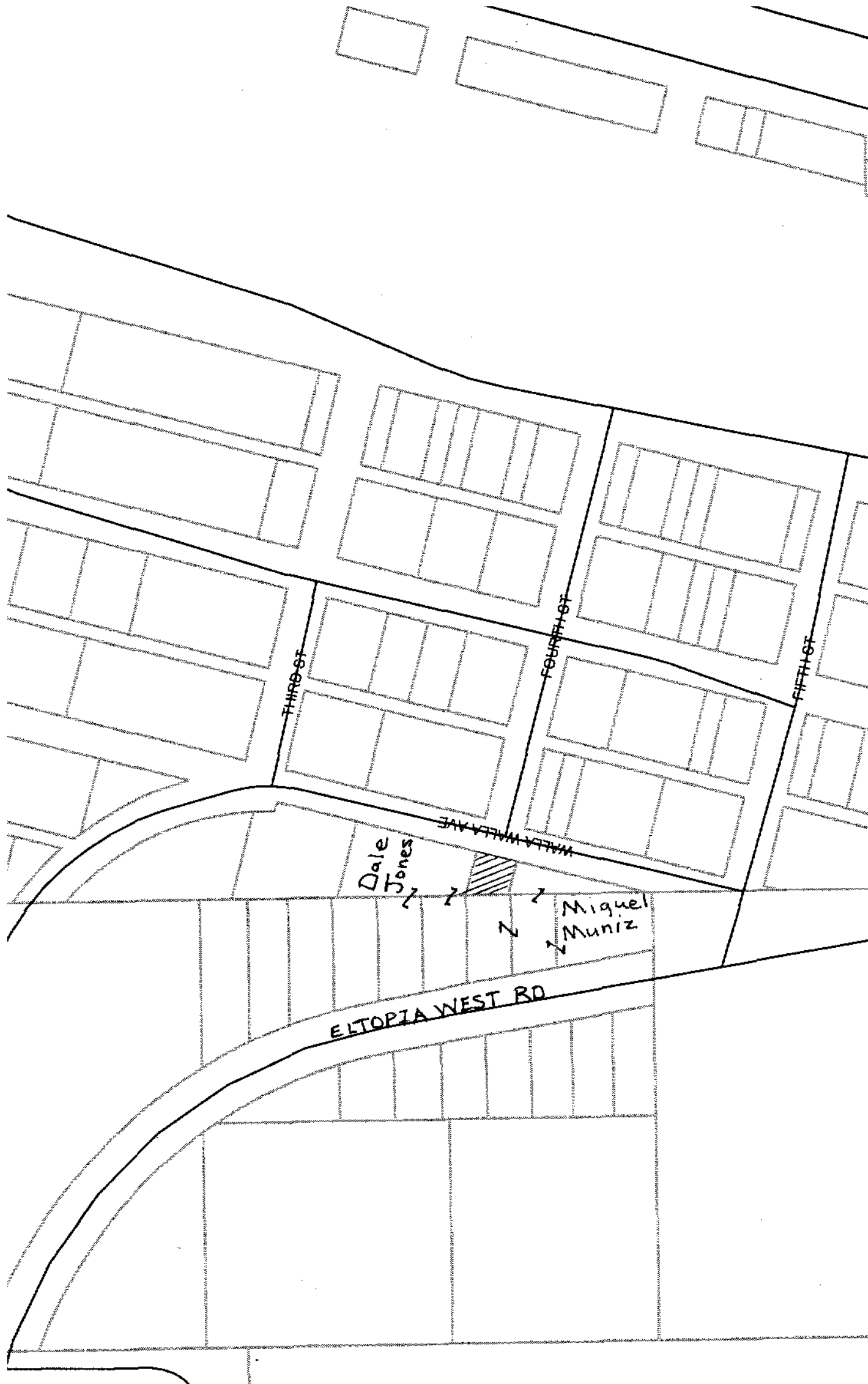

Frank H. Brock, Chairperson


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board



 Portion being vacated.

Section 11, Twp. 11 Range 30
 Plat of Eltopia



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: March 30, 2005
TF-05-028

TO: Board of County Commissioners
Franklin County, Washington

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

SUBJECT: Policy and Procedure RRP4
Dust Abatement


Attached please find a copy of the policy and procedure for dust abatement on county roads.

The procedure, as proposed, reflects the way we have been doing dust abatement permits for the last several years.

Your review and approval is hereby requested.

Dated this 30th day of March, 2005.

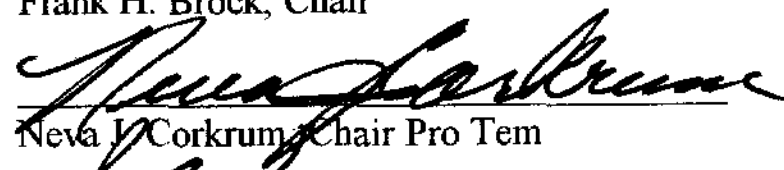
Recommended:




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

Approved:



Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

Robert E. Koch, Member

Attest:

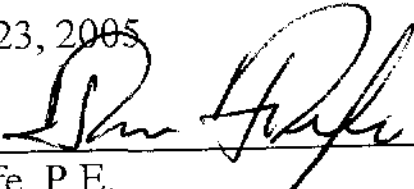


Clerk of the Board

FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT
ROAD MAINTENANCE POLCY AND PROCEDURES STATEMENT
R.P.P. 4

SUBJECT: Dust Abatement

EFFECTIVE: March 23, 2005

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

Policy

It is the policy of Franklin County that the County will not undertake any dust control measures involving the application of dust palliatives on gravel roads. The County will allow, by permit, private individuals or corporations to contract said work under the following Procedures and Rules.

Procedures and Rules

1. Private individuals or corporations must obtain a *Permit To Apply Dust Abatement* from the Franklin County Public Works Department prior to commencement of dust abatement application.
2. The grantee shall notify the Franklin County Public Works Department a minimum of 5 working days prior to the application of dust abatement. Franklin County shall grade the road to be treated as necessary to insure a smooth surface prior to commencement of the work. The application of the dust abatement shall commence within 4 hours of the County's preparation of the roadway surface.
3. Dust abatement materials to be used shall be specifically made for dust abatement. Dust oils shall be virgin oil products and shall conform to DOE and EPA standards. Used oils and/or waste products are prohibited.
4. Prior to the application of dust abatement products on a County Road a MSDS (Material Safety Data Sheet) shall be required and a copy shall be submitted to the Public Works Director / County Engineer.
5. Necessary maintenance of a County Road, treated with dust abatement, due to roughness, poor drainage, or other problems shall be done at any time following the application of dust abatement. The determination of necessary maintenance shall be made by the Public Works Director / County Engineer or his/her representative.

6. Areas to be treated that are within 1/4 mile or less of existing paved or treated sections of County Road shall be treated up to the paved or treated section. Franklin County will not approve a permit for application of dust abatement for a section of gravel road that is less than 600 feet in total length.
7. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to start of work and shall be subject to inspection by the County Engineer so as to assure proper compliance with the terms of this permit.
8. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of facility, in as good and safe condition in all respects as it was before commencement of work.
9. A bond shall be required to insure compliance with all conditions and said bond will be kept in effect until the work authorized is approved by the Franklin County Public Works Department. The bond amount shall be based on \$1,000.00 per mile with a \$500.00 minimum. In case of any damage to roads, streets, alleys, public places, structures or public property of any kind on account of said work done by the grantee, he/she shall at once repair said damage at his/her sole cost and expense. The County Engineer, his/her agents or representatives may so order, or have done any and all work considered necessary to restore to a safe condition any roads, streets, alleys, public places, structures or public property which is in a condition dangerous to life or property resulting from the grantee's work as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and materials.
10. The County Engineer may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him/her or if work herein permitted, is not applied in conformity herewith or at all.
11. In accepting the permit, the grantee does hereby agree and undertake to construct and maintain the works or subject matter herein referred to in such a manner as to absolutely protect all users of the County Road upon which the same is constructed or maintained and does hereby agree and undertake to indemnify and save harmless Franklin County or its officers, agents, or servants from all suits, actions, claims, or proceedings of every name or description in law or in equity brought against its officers, agents, or servants for on account of any injuries or damages received or sustained by any person, structure, or property by reason of or incidental to the construction and maintenance of the works or subject matter herein referred to.

12. It is expressly understood by the said grantee that the permission herein granted is not a permanent or perpetual permission, easement, or franchise, but that the permission herein granted is a permission by sufferance only and that Franklin County reserves the right in the granting of this permission to at any time and for any reason revoke and terminate the same and to remove the works or subject matter herein referred to at any time at the cost of said grantee.
13. The construction and maintenance of the works or subject matter herein referred to shall, at all times, be subject to the approbation and approval of the Public Works Director / County Engineer of Franklin County.

FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT

3416 Stearman Avenue • Pasco, WA 99301-7104 • (509) 545-3514 • FAX (509) 545-2133

PERMIT TO APPLY DUST ABATEMENT

NAME OF APPLICANT: _____

DATE: _____

ADDRESS: _____

PHONE: _____

The undersigned hereby applies for permission, pursuant to Franklin County's Policies and Procedures, to apply dust abatement to a Franklin County Road. Road Name _____, Road # _____, Milepost: _____ to Milepost: _____

located in the _____ Quarter of Section _____, Township _____ North, Range _____ East, W.M.,

approximately _____ feet ☐ North, ☐ South, ☐ East, ☐ West of _____ (landmark).

The estimated date or time required for completion of the work is _____ and the petitioner agrees to proceed with diligence and speed and with due regard for the rights, interest, safety and convenience of the public. The petitioner further agrees to perform the work in strict compliance with the provisions and conditions enumerated below and state that he/she has read and will adhere to the Policy, Procedure and Rules contained on the reverse side of this form.

PROVISIONS AND CONDITIONS

- Proper signs, barricades, flagmen, lights, or flares will be maintained as specified in the Manual On Uniform Traffic Control Devices. Signs shall be maintained until dust abatement product has stabilized.
- A minimum of one-way traffic shall be maintained during all operations.
- Access shall be maintained for property owner(s) adjacent to the County Road.
- Used oils and/or waste products shall be prohibited.
- Dust abatement oils shall be virgin oil products made specifically for dust control and shall strictly meet EPA standards.
- The dust abatement product to be used is: _____
- A MSDS (Material Safety Data Sheet) is required and a copy shall be submitted to the Public Works Director / County Engineer prior to dust abatement application.

A bond in the amount of \$ _____ is required to insure compliance with the above conditions and said bond will be kept in effect until the work authorized by this permit is approved by the Franklin County Public Works Department. The bond amount shall be based on \$1,000.00 per mile with a \$500.00 minimum. The Franklin County Public Works Department shall be notified a minimum of 5 working days prior to the commencement of any work.

This permit shall be void unless the work herein contemplated has been completed before _____, 20____.

ACCEPTED BY:

APPROVED BY:

Owner

Date

Public Works Director/County Engineer

Date

Contractor/Applicator

Date

Road Superintendent

Date

It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to injury or damage through the performance of the above work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

POLICY

It is the policy of Franklin County that the County will not undertake any dust control measures involving the application of dust palliatives on gravel roads. The County will allow, by permit, private individuals or corporations to contract said work under the following Procedures and Rules.

PROCEDURES AND RULES

1. The applicant, designated herein as the "grantee," his successors and assigns, shall have the right and authority to enter upon the right-of-way of the County road, street, alley, public place or structure as indicated on the front of this form, for the purpose of doing such work as applied for, and approved by the County Engineer.
2. Private individuals or corporations must obtain a permit from the Franklin County Public Works Department prior to commencement of dust abatement application.
3. The grantee shall notify the Franklin County Public Works Department a minimum of 5 working days prior to the application of dust abatement. Franklin County shall grade the road to be treated as necessary to insure a smooth surface prior to commencement of the work. The application of the dust abatement shall commence within 4 hours of the County's preparation of the roadway surface.
4. Dust abatement materials to be used shall be specifically made for dust abatement. Dust oils shall be virgin oil products and shall conform to DOE and EPA standards. Used oils and/or waste products are prohibited.
5. Prior to the application of dust abatement products on a County Road a MSDS (Material Safety Data Sheet) shall be required and a copy shall be submitted to the Public Works Director / County Engineer.
6. Necessary maintenance of a County Road, treated with dust abatement, due to roughness, poor drainage, or other problems shall be done at any time following the application of dust abatement. The determination of necessary maintenance shall be made by the Public Works Director / County Engineer or his/her representative.
7. Areas to be treated that are within 1/4 mile or less of existing paved or treated sections of County Road shall be treated up to the paved or treated section. Franklin County will not approve a permit for application of dust abatement for a section of gravel road that is less than 600 feet in total length.
8. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to start of work and shall be subject to inspection by the County Engineer so as to assure proper compliance with the terms of this permit.
9. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of facility, in as good and safe condition in all respects as it was before commencement of work.
10. In case of any damage to roads, streets, alleys, public places, structures or public property of any kind on account of said work done by the grantee, he/she shall at once repair said damage at his/her sole cost and expense.
11. The County Engineer, his/her agents or representatives may so order, or have done any and all work considered necessary to restore to a safe condition any roads, streets, alleys, public places, structures or public property which is in a condition dangerous to life or property resulting from the grantee's work as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and materials.
12. The County Engineer may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him/her or if work herein permitted, is not applied in conformity herewith or at all.
13. The Board of County Commissioners may at any time, change amend, modify, amplify or terminate any of the conditions herein enumerated so as to conform to any state statute or County regulation pertaining to the public welfare, safety, health or highway regulations as are, or may hereinafter be enacted, adopted or amended etc. The Board may terminate this permit if grantee fails to comply with any such changes.
14. The grantee by accepting this permit agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.
15. In accepting this permit, the grantee does hereby agree and undertake to construct and maintain the works or subject matter herein referred to in such a manner as to absolutely protect all users of the County Road upon which the same is constructed or maintained and does hereby agree and undertake to indemnify and save harmless Franklin County or its officers, agents, or servants from all suits, actions, claims, or proceedings of every name or description in law or in equity brought against its officers, agents, or servants for on account of any injuries or damages received or sustained by any person, structure, or property by reason of or incidental to the construction and maintenance of the works or subject matter herein referred to.
16. It is expressly understood by the said grantee that the permission herein granted is not a permanent or perpetual permission, easement, or franchise, but that the permission herein granted is a permission by sufferance only and that Franklin County reserves the right in the granting of this permission to at any time and for any reason revoke and terminate the same and to remove the works or subject matter herein referred to at any time at the cost of said grantee.
17. The construction and maintenance of the works or subject matter herein referred to shall, at all times, be subject to the approbation and approval of the Public Works Director / County Engineer of Franklin County.

FRANKLIN COUNTY
RESOLUTION NUMBER 2005 135

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:

**RE: DISPATCH-WIRELESS PHASE II-POSITRON UPGRADE
PUBLIC SAFETY PRODUCT – CPE E911 SALES/INSTALLATION AGREEMENT
BY AND BETWEEN POSITRON AND THEIR PARTNER QWEST, AS A SOLE
SOURCE PROVIDER, AND FRANKLIN COUNTY**

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 businesses; and

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

WHEREAS, the Board of Franklin County Commissioners makes findings in part based upon the March 23, 2005 Positron letter attached and incorporated herein.

WHEREAS, the Board of Franklin County Commissioners finds that Franklin County Dispatch utilizes Positron Public Safety Systems.

WHEREAS, the Board of Franklin County Commissioners finds it necessary and in the best interest of Franklin County to upgrade the Positron Public Safety Systems.

WHEREAS, Franklin County's present Positron Public Safety Systems Lifeline 100 is only approved to interface with the Positron 911 Computer Telephone.

WHEREAS, Positron is the sole manufacturer of the Positron 911 Computer Telephone System and upgrade equipment and has sole proprietary rights to such systems and equipment.

WHEREAS, Positron certifies that its upgrade equipment is solely distributed in the State of Washington through its partner Qwest Communications.

WHEREAS, Qwest is the "single source provider" and distributor of Positron upgrade equipment, as attested to by the certified letter dated March 23, 2005, from Positron, Maureen Dieckmann, Director of Sales, which is attached to this resolution.

WHEREAS, Positron certifies Franklin County is getting the lowest price for this system upgrade.

WHEREAS, the Board of Franklin County Commissioners has utilized the resources of the Franklin County Information Services Department to confirm the aforementioned information.

WHEREAS, the Board of Franklin County Commissioners finds entering into the attached agreement is in the best interests of Franklin County.

2005 135


NOW, THEREFORE, IT IS HEREBY RESOLVED that the attached Dispatch-Wireless Phase II-Positron Upgrade agreement is hereby approved by the Board.

DONE this 30 day of March, 2005.

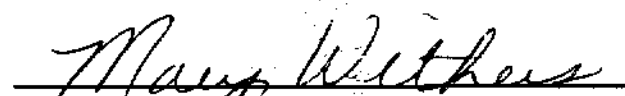
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairperson



Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulp
Deputy Prosecuting Attorney

df

2005 135

FRANKLIN COUNTY RESOLUTION NUMBER _____

**POSITRON**

Positron Public Safety Systems

The Denver Regional Center

10184 West Belleview, Suite 305

Littleton, CO 80127

2005 135

Tel: 303.986.9911

Fax: 303.986.9922

March 23, 2005

To Whom It May Concern:

Reference: Franklin County Upgrade Site

This letter serves to notify you regarding the system equipment proposed for the Franklin County PSAP Upgrade Project.

Positron Public Safety Systems is the 911 Telephone System equipment manufacturer and provider of necessary components. Positron certifies that this upgrade equipment is distributed in the State of Washington solely through our partner, Qwest Communications. Positron has no other approved distribution channel for providing the proposed upgrade equipment in the State of Washington, nor in the Qwest surrounding region.

The proposed equipment list for the 911 system upgrade is a proprietary computer telephony interface, and designed for connection to the existing Franklin County PSAP LifeLine100 systems installed. Positron certifies that Franklin County is getting the lowest price we offer any PSAP in the State of Washington and surrounding Qwest region for the system upgrade equipment.

There are no other manufacturers of 911 Computer Telephony systems that are approved for interface to the LifeLine100 existing systems at the Franklin County PSAP.

Should you have any further questions, please do not hesitate to call me directly.

Maureen Dieckmann
Director of Sales
Denver Regional Center
Positron Public Safety Systems, Inc

Subscribed and affirmed (or sworn to)
before me in the County of Jefferson,
State of Colorado, this 23rd day of

March, 2005

NOTARY PUBLIC

**PUBLIC SAFETY PRODUCT
CPE E911 SALES/INSTALLATION AGREEMENT**

Qwest Government Services, Inc. ("Qwest"), referred to hereinafter as "Qwest", a corporation organized under the laws of the State of Colorado, and, FRANKLIN COUNTY 911, referred to hereinafter as "Customer", a public entity organized under the laws of the State of WASHINGTON, hereby enter into this Public Safety Product Sales/Installation Agreement ("Agreement"). This Agreement may refer to Customer and Qwest, together, as the "parties". This Agreement may refer to Customer or to Qwest as a "party" to this Agreement.

1. Products And Services Supplied Under This Agreement.

1.1. Qwest sells and Customer purchases the Public Safety Product hardware and/or software specified in Attachment 1 to this Agreement, referred to hereinafter as "Product(s)." Customer purchases Product(s) to provide public safety emergency communications services.

1.2. Qwest agrees to install Product(s) specified in Attachment 1 according to the terms and conditions described in Attachment 2 to this Agreement, titled, Installation Schedule.

2. Sales Price and Payment Terms.

2.2. Qwest's prices for Product(s) and installation appear in Attachment 1 to this Agreement. All charges shall be paid within thirty (30) days after receipt of the invoice and in accordance with the payment schedules referenced in Attachment 3 to this Agreement, titled, Payment Schedules. Prices quoted in this Agreement shall be good for ninety (90) days from the date this Agreement is signed by Qwest representatives and delivered to Customer, after which time prices for Product(s) may change.

2.3. Late Payment Charge - Qwest shall apply a service charge of 1-1/2% (one and one-half percent) per month on any unpaid balance not received by Qwest within thirty (30) days of the invoice date.

3. **Taxes and Fees.** Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer shall pay all such applicable taxes and fees when billed by Qwest. Alternatively, Customer may supply Qwest a tax exemption certificate in a form satisfactory to Qwest.

4. Customer Responsibilities.

4.1. Customer shall ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between Qwest and Customer. Risk of loss and damage to Product(s) passes to Customer upon delivery of Product(s) to Customer at site.

4.2. Customer agrees to grant reasonable right of entry to Qwest's representatives to deliver the Product (s) and/or perform all services contemplated under or by virtue of this Agreement, and will make available a reasonable amount of appropriate secure space for storage of Product(s) or parts as necessary.

4.3. Customer shall be responsible for proper site preparation, for meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, and temperature requirements, and for meeting electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1.

4.4. Product(s) delivered to Customer shall be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

5. **Lawfulness.** The laws of the State where Service is provided will govern the interpretation of this Agreement. This Agreement and the parties' actions under this Agreement shall comply with all federal, state, and local laws, rules, regulations, court orders, and governmental agency orders in existence at the time of execution of this Agreement. If any of the provisions of the terms and conditions contained herein shall be held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, such invalidity or unenforceability shall not invalidate or render unenforceable any other term or condition,

but rather these terms and conditions shall be construed and enforced accordingly. However, in the event such provision is considered an essential element of these terms and conditions, the parties shall promptly negotiate a replacement thereof.

6. **Force Majeure.** Except with respect to the Customer's obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure transportation facilities, acts or omissions of suppliers or other causes beyond its control whether or not similar to the foregoing.

7. **Health and Safety Compliance.** Qwest and the Customer shall adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's ("OSHA") rules and regulations. The Customer agrees to certify that there is no asbestos on any premises in any areas where Qwest will be working. In the event the Customer will not certify an asbestos free environment or asbestos is discovered in the Qwest work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. The Customer understands and agrees this Agreement does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. The Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and the Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

8. **Limitation of Liability.**

8.1. OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. QWEST'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY QWEST TO CUSTOMER SHALL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY QWEST OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. QWEST'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

8.2. QWEST SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM THE CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF THIS AGREEMENT. QWEST'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. THIS PARAGRAPH SHALL NOT OBLIGATE THE CUSTOMER TO INDEMNIFY QWEST FOR DAMAGES SUFFERED BECAUSE OF QWEST'S NEGLIGENCE OR INTENTIONAL ACTS WITH RESPECT TO QWEST'S PROVISION OF EQUIPMENT OR INSTALLATION OF EQUIPMENT COVERED BY THIS AGREEMENT.

9. **Order Changes.** For changes to an order for Product(s) and/or installation between the time the Agreement is signed and the installation completed or Product(s) delivered, whichever is applicable, the additional Product(s) or installation requests and the appropriate charges shall be shown on an addendum, signed by authorized representatives of both parties, and attached to the appropriate Attachment and made a part of this Agreement.

10. **Waiver.** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

11. **Assignment.** Neither party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided,

however, that Qwest may assign and transfer this Agreement to any parent, subsidiary, successor, affiliated company or other business entity without the prior written consent of the Customer. It is specifically agreed that Qwest may subcontract all or any portion of the work without the prior written consent of Customer. Qwest shall remain responsible for the work of any subcontractor.

12. Indemnification For Claims Associated With Personal Injury, Death, Or Property Damage Only. Each party shall indemnify and hold harmless the other party in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, negligent acts solely in connection with a party's performance under this Agreement or a party's use of, or operation of, the Product (s) sold and installed under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

13. Survival of Obligation. The respective obligations of the Customer and Qwest under these terms and conditions which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation, or expiration hereof.

14. Proprietary/Confidential Information. Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term of this Agreement and for one (1) year following the expiration or termination hereof. Such consent by Qwest may be given only by Qwest's Corporate Legal Department and any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect. For purposes of this section, Confidential Information shall include, but not be limited to, the terms (including pricing) and existence of this Agreement; provided, however, either party may disclose the existence of this Agreement (but none of its terms) as may be reasonably necessary by such party in order to conduct its business. Each party will take reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure.

15. Customer Acceptance. Customer must notify Qwest in writing, specifying any portions of the Product(s) listed in Attachment 1 that are unacceptable. If Customer has not so notified Qwest within 10 days from the installation date or delivery date, whichever is applicable, Product(s) shall be deemed accepted.

16. Warranties.

16.1. THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO SERVICES RENDERED UNDER THIS AGREEMENT.

16.2. WARRANTY FOR PRODUCT(S) SHALL BEGIN ON THE ACCEPTANCE DATE AND SHALL CONTINUE FOR ONE (1) FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, QWEST SHALL PROVIDE SERVICE TO KEEP PRODUCT(S) LISTED IN ATTACHMENT 1 IN GOOD WORKING ORDER AND TO ENSURE PRODUCT(S) CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT.

16.3. DURING WARRANTY PERIOD, QWEST SHALL REPAIR OR REPLACE, AT NO CHARGE, PRODUCT(S) QWEST FINDS TO BE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP. FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY QWEST, A NINETY (90) DAY WARRANTY SHALL BEGIN THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER.

16.4. PERSONNEL FURNISHED BY QWEST SHALL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND SHALL PERFORM THEM IN A PROFESSIONAL MANNER.

16.5. IF THE PRODUCT(S) OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF QWEST), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER SHALL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.

17. Exclusions to Warranties.

17.1. THE WARRANTIES PROVIDED BY QWEST UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

- a. FURNISHING SUPPLIES WHICH ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;
- b. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;
- c. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN ATTACHMENT 1 TO THIS AGREEMENT;
- d. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY QWEST EXCEPT FOR THE NINETY (90) DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY QWEST AS DESCRIBED IN SECTION 16.3 OF THIS AGREEMENT.

17.2. QWEST DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

17.3. WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE CONDITIONS AS DESCRIBED IN SECTION 6 OF THIS AGREEMENT.

17.4. WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY (UPS) ARE THROUGH THE MANUFACTURER AND DOES NOT INCLUDE BATTERY REPLACEMENT.

18. **No License Of Name.** This Agreement shall not constitute a license or authority to either party's trade or common name, trademark, or any related property. Neither party shall have the right to use the other party's name in any way whatsoever without the prior written consent of the other party.

19. **Software License.** One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (Qwest's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be granted to end-user (Qwest's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and shall be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by end-user and/or Qwest, such license shall be executed as required and shall become a part of this Agreement by reference.

20. **Default by Customer.** In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, Qwest shall have the right, after written notice, to cease performance or warranty service hereunder. This remedy shall be in addition to any other

remedies, including termination, available to Qwest in law or equity. Qwest shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

21. Dispute Resolution. All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

22. Notices. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

TO Customer:
FRANKLIN COUNTY 911
ATTN: PAT HOGAN
1016 N 4TH AVENUE
PASCO, WA 99301

TO Qwest:
Qwest Government Services, Inc.
200 5th St., Suite 890
Minneapolis, MN 55402
Attn: Contract Manager

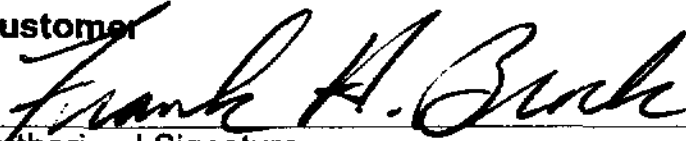
If either party changes its address or if a party's representative changes, the other party shall be advised of such a change in writing.

23. Advertising. Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between Customer and Qwest; or (b) use the name, trademarks or other proprietary identifying symbol of the other Party or its affiliates. Such consent by Qwest may be given only by Qwest's Corporate Communications Department and any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect.

24. Entire Agreement. This Agreement, its Attachments and references, represents the entire Agreement between the parties, is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Agreement, understanding, or representation between the parties with respect thereto, whether written or oral.

2005 135

IN WITNESS WHEREOF, Qwest and Customer execute and authorize this Agreement as of the last date shown below:

Customer


Authorized Signature

Frank H. Brock

Name Typed or Printed

Member, Board of Commissioners, Chair

Title


Date**Qwest Government Services, Inc.**

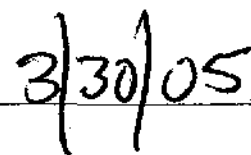
Authorized Signature

JEFFREY GLENN

Name Typed or Printed

SENIOR GLOBAL ACCOUNT MANAGER

Title


Date

Approved as to form:



Ryan E. Verhulp

Chief Civil Deputy Prosecuting Attorney

CONFIDENTIAL INFORMATION

Product Description	Part No.	Qty	Price/Ea	Total Price
POSITRON POWER 911, LIFELINE 100,		1		\$198,032.67
POSITRON WORK STATIONS,				
POSITRON MIS, SERVERS, NORTEL				DOES NOT
OPTION 11C, INSTALLATION, TRAINING				INCLUDE
				SALES TAX
TOTAL PRICE FOR EQUIPMENT				\$198,032.67

**ATTACHMENT 2
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION AGREEMENT
BETWEEN CUSTOMER AND QWEST GOVERNMENT SERVICES, INC.**

=====

CONFIDENTIAL INFORMATION

=====

INSTALLATION SCHEDULE

1. Qwest'S RESPONSIBILITIES:

To ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.

2. CUSTOMER'S RESPONSIBILITIES:

2.1. Proper site preparation, including, but not limited to, allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, 4' x 8' sheet of 3/4" plywood for terminals and cross connect field, and conduits in floors and walls.

2.2. Meeting and maintaining proper environmental requirements as indicated by manufacturer of Product (s) listed in Attachment 1.

2.3. Providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required, including, but not limited to, providing proper lighting for installation personnel.

3. TIME AND MATERIALS CHARGES:

Additional time and materials charges are applicable under the following circumstances:

3.1. Any modifications to building's electrical system required to install listed equipment and not provided by Customer;

3.2. Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access and not provided by Customer;

3.3. Customer requests that Qwest connect the Equipment to voice recorder equipment which was not purchased under this Agreement.

4. TARGET DATES:

4.1. Installation begin date: 7-31-2005 (estimated)

4.2. Installation complete date: (estimated)

Customer


(Initials)

Qwest


(Initials)

2005 135

**ATTACHMENT 3
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION AGREEMENT
BETWEEN CUSTOMER AND QWEST GOVERNMENT SERVICES, INC.**

=====

CONFIDENTIAL INFORMATION

=====

PAYMENT SCHEDULES

CUSTOMER PREMISES SYSTEM:

Equipment	\$ 143,362.67
Installation	\$ 54,670
Total	\$ 198,032.67

PAYMENT SCHEDULE:

Contract Signing	20% = \$ 39,606.53
Equipment Delivery	50% = \$ 99,016.34
Date of Acceptance	30% = \$ 59,409.80

Monthly

First Year (after warranty)	\$ 14,336.27
Second Year	\$ 15,769.89
Third Year	\$ 17,346.88
Fourth Year	\$ 19,081.57

Customer

J. Hogan
(Initials)

Qwest

JLG

(Initials)

**ATTACHMENT 3
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION AGREEMENT
BETWEEN CUSTOMER AND QWEST GOVERNMENT SERVICES, INC.**

=====

CONFIDENTIAL INFORMATION

=====

PAYMENT SCHEDULES

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Monthly

First Year (after warranty)	\$ 14,336.27
Second Year	\$ 15,769.89
Third Year	\$ 17,346.88
Fourth Year	\$ 19,081.57

Customer


(Initials)

Qwest

(Initials)

EXHIBIT 8
FRANKLIN COUNTY RESOLUTION

2005 March 30 2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER #5 TO THE AGREEMENT BETWEEN FRANKLIN COUNTY AND KNERR CONSTRUCTION, INC. FOR AN ADDITION TO THE TRAC FRONT ENTRANCE CANOPY

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

WHEREAS, the original contract was \$199,400, Change Order Number 1 approved by Resolution 2005-080 was \$997.24, for a total of \$200,397.24, Change Order Number 2 approved by Resolution 2005-095 was \$1,095.86, for a new contract total of \$201,493.10, Change Order Number 3 approved by Resolution 2005-096 did not change the contract total, and Change Order Number 4 was not utilized; and

WHEREAS, Change Order Number 5 is for the additional cost associated with installing concrete sidewalks to the west of the new canopy addition, subgrade preparation and landscape repair, increasing the total impact days to the project by .5 calendar days; and

WHEREAS, Change Order Number 5 increases the contract by \$484.62, for a new contract total of \$201,997.72; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves Change Order #5 in the amount of \$484.62 between Franklin County and Knerr Construction, as detailed in the Change Order Proposal, for a new contract total of \$201,997.72, to be paid from the Miscellaneous TRAC Operations Fund, Budget Number 404-000-001.

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

APPROVED this 30th day of March 2005.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Gorkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

CHANGE ORDER PROPOSAL

2005 136

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

CHANGE ORDER PROPOSAL NO.: 5**DATE:** March 11, 2005

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

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

RECEIVED
COUNTY ADMINISTRATOR
MAR 23 2005

The Contract is changed as follows:

Additional cost associated with installing concrete sidewalks to the west of the new canopy addition, approximately 20'x4'.
Owner supplied irrigation relocation, subgrade preparation and landscape repair.

Not valid until signed by the Owner, Architect and Contractor

The original Contract Sum: was	\$199,400.00
Net change by previously authorized Change Orders	\$ 2,093.10
The Contract Sum prior to this Change Order Proposal was	\$201,493.10
The Contract Sum will be increased by this Change Order Proposal in the amount of	\$ 484.62
The new Contract Sum including this Change Order Proposal will be	\$201,977.72

The Contract Time will be increased by (.5) working days.

The date of Substantial Completion as of the date of this Change Order Proposal therefore is to be determined at a later date.

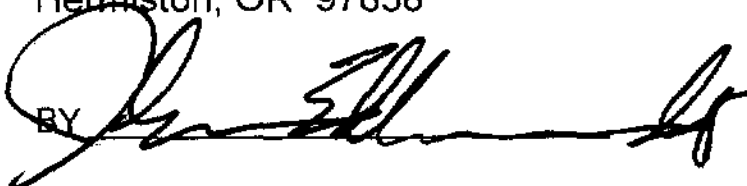
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

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

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

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

BY 

BY 

BY 
Frank H. Brock

DATE 3-23-2005

DATE 3-11-05

DATE 3-30-05

KNERR

CONSTRUCTION, INC.

2005 136

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

CHANGE PROPOSAL

Date: 3/11/05

Project: TRAC Facility Canopy Extension
 Owner: Franklin County

Knerr Change Proposal #: 05

Description: Additional cost associated with installing concrete sidewalks to the west of the new canopy addition, approximately 20'x4'. Owner supplied irrigation relocation, subgrade preparation and landscape repair.

	Activity	Quantity	Unit	Cost	Subtotal
1	Field Office Personnel:	0.5	HRS	\$ 50.00	\$ 25.00
2	Supervision & Coordination:	0.5	HRS	\$ 50.00	\$ 25.00
3	Carpenter: set forms	1	HRS	\$ 45.00	\$ 45.00
4	Cement Mason: pour & finish concrete	3	HRS	\$ 40.00	\$ 120.00
5	Labor: strip forms & clean-up	1	HRS	\$ 40.00	\$ 40.00
6	Material: form material, concrete & misc.	1	LS	\$ 143.00	\$ 143.00
Subtotal:					\$ 398.00
General Overhead:				5%	\$ 19.90
Subtotal:					\$ 417.90
General Profit:				5%	\$ 20.90
Subtotal:					\$ 438.80
Bond:				1.5%	\$ 6.58
Subtotal:					\$ 445.38
State Business & Occupation Tax:				0.471%	\$ 2.10
Subtotal:					\$ 447.47
Washington State Sales Tax:				8.3%	\$ 37.14
Total of All Costs For This Change Proposal:					\$ 484.62

Number of attached pages: 0

Amount of working days to complete this change : 0.5

FRANKLIN COUNTY RESOLUTION 2005 137

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: CERTIFICATE OF SUBSTANTIAL COMPLETION TO KNERR
CONSTRUCTION REGARDING THE TRAC FRONT ENTRANCE CANOPY**

WHEREAS, the County Administrator presented a Certificate of Completion to Knerr Construction for the TRAC Facility Canopy Extension for approval by the Board of Franklin County Commissioners; and

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

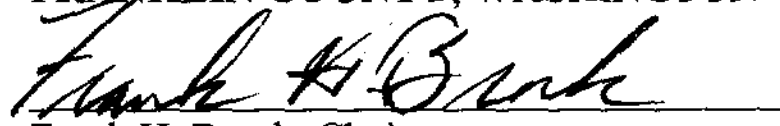
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Certificate of Completion to Knerr Construction for the TRAC Facility Canopy Extension.

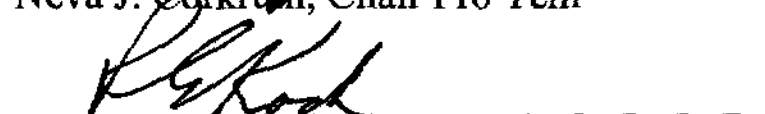
BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said Certificate of Completion on behalf of the Board.

APPROVED this 30th 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 – Knerr Construction

cc: County Admin File - CKJT

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

EXHIBIT 9

March 30, 2005

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

2005 137

(Instructions on reverse side)

PROJECT: TRAC Facility Canopy Extension
(Name and address) 6600 Burden Road
Pasco, WA 99302

PROJECT NO.: 0328

CONTRACT FOR: Overall Construction
CONTRACT DATE: December 1, 2004

TO OWNER: Franklin County
(Name and address) 1016 North Fourth Avenue
Pasco, WA 99301

TO CONTRACTOR: Knerr Construction
(Name and address) 359 W. Hermiston Ave.

DATE OF ISSUANCE: March 1, 2005

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Entire facility.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as
March 1, 2005

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CKJT Architects

ARCHITECT

BY

March 1, 2005
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
the above date of Substantial Completion.

15

days from

Knerr Construction, Inc.

CONTRACTOR

BY

3-11-05
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at
5:00 p.m. (time) on March 1, 2005 (date).

Franklin County

OWNER

BY Frank H. Brock

3-30-05
DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Contractor shall provide ongoing insurance and be responsible for damage to the work until final completion. The Owner is responsible for all other items.



March 1, 2005
ckjt architects

2005 137**TRAC FACILITY CANOPY EXTENSION****PUNCH LIST**

To Be Completed	Date Completed
1. PERFORM SITE CLEAN-UP	
2. COMPLETE LANDSCAPING	
3. PERFORM ALL PAINTING	
4. INSTALL WINDSCREEN	
5. DELIVER ALUMINUM ENTRANCE DOOR TO OWNER	
7. FINISH INSTALLING BIRDSCREEN	
8. PROVIDE PROPOSAL TO INSTALL BIRDSCREEN AT COLUMNS	
9. CAULK CONCRETE EXPANSION JOINTS (REMOVE PLASTIC)	