

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 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 Patricia Shults, Pro Tem Clerk to the Board.

LEGISLATIVE LIAISON

Legislative liaison/lobbyist Jim Potts talked to the Board via telephone speakerphone regarding matters of the legislature. The legislative session ended today, on time, with both operating and transportation budgets on the way to the governor.

OFFICE BUSINESS

Secretary Bridgette Scott met with the Board.

Consent Agenda

Motion - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2005-158** for the Subscriber Agreement between Franklin County and Public Safety Testing, Inc., allowing them to perform Civil Service exams effective December 31, 2004 through December 31, 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 1)
2. Approval of *Delegation of County Legislative Authority to Serve on Canvassing Board*, designating Frank H. Brock to serve on the Franklin County Canvassing Board to be held May 6, 2005 for the Special Election held April 26, 2005. (Exhibit 2)
3. Approval of **Resolution 2005-159** recognizing the urgency of seeking solutions to one of America's greatest problems and proclaiming May 1 through 8, 2005 as *Cover the Uninsured Week* in Franklin County. (Exhibit 3)
4. Approval of County Road Fund payroll in the amount of \$63,400.93 and Motor Vehicle Fund Payroll in the amount of \$9,623.34 for period ending April 21, 2005.
5. Approval to submit appreciation letters to those senators and representatives that supported ESSB 6050, an act relating to providing financial assistance to cities, towns, and counties in areas of the state with very low tax bases. (Exhibit 4)

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

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Motion - Mrs. Corkrum: I move for approval of the Current Expense vouchers (warrants 44738 through 44855) for \$52,395.09. Second by Mr. Koch. 3:0 vote in favor.
(Exhibit 5)

Auditor's O&M Fund

Mr. Brock indicated that they need clarification so everyone has a consistent system regarding using Auditor O&M funds. The Board reviewed a draft letter addressed to the Auditor's Centennial Documentation Preservation and Modernization Committee.

Jerrold MacPherson joined the audience.

Mr. Brock indicated that what preceded the letter was when Ms. Lenhart brought the list of things to be purchased in without funding attached. Mrs. Corkrum indicated the Clerk was also spending money out of that fund. Mr. Brock said it needed to be the entire group's approval, in writing. Mr. Brock asked for a motion in regard to the letter.

Mrs. Corkrum asked if they were dictating what the committee should do. Mr. Brock said pretty much. Mrs. Corkrum said she didn't think she was in favor of that. Mr. Koch said, isn't this coming from the RCW? Mr. Brock said they were dictating how the committee performs, not what they do.

Motion - Mr. Koch: So moved. Second by Mrs. Corkrum. **Vote:** 2:1 vote in favor.
Yeas: Mr. Brock and Mr. Koch. Mrs. Corkrum abstained. (Exhibit 6)

PLANNING AND DEVELOPMENT DEPARTMENT

Planning Director Jerrod MacPherson met with the Board.

Public Hearing: VOE 2005-01, vacation of easement application for John Farrell to vacate a ten-foot utility easement.

Public Hearing convened at 9:30 a.m. Present: Commissioners Brock, Corkrum and Koch; Planning Director Jerrod MacPherson; County Administrator Fred Bowen; and Pro Tem Clerk to the Board Patricia Shults. No one was present in the audience.

Mr. MacPherson explained to the Board Mr. Farrell's application request and the Board reviewed the map for clarification. The easement was established for utility

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

purposes years ago. During the platting process for Farrell Addition and Farrell Second Edition, new utility easements were established along the frontage of Lot #7 and Lot #3. Due to the establishment of the new frontage utility easements, the applicant wishes to vacate the unnecessary utility easement along the west lot line of said lots. Staff recommends approval.

Motion - Mr. Koch: I move we grant approval of vacation of easement VOE 2005-01 as described. Second by Mrs. Corkrum. 3:0 vote in favor. This is Resolution 2005-160. (Exhibit 7)

Fire and Investigation Services

Mr. MacPherson had a discussion last week with Mr. Koch about the ongoing fire investigation services issue. Mr. Koch raised a good question that he (Mr. MacPherson) is working with MRSC (Municipal Research & Services Center) to get an answer. His understanding is that each of the fire district chiefs, or appointed representative, generates a report of some fashion for each fire responded to. That report discusses cause, origin and estimated cost loss, which state law says the county must be responsible for investigating fires for cause origin and cost loss. So his question to MRSC is, if we have a chief of each district creating that report, why recreate the wheel for the county to generate its own report? Why couldn't we rely on each district chief's report?

Mr. Brock said that would be fine with him. Mr. MacPherson said he asked the question last Friday and he hasn't heard back.

Mr. Brock explained to Mr. Koch that some years ago they interpreted state law to read that each county had to have their own fire marshal. Mrs. Corkrum said that since the county passed the state Uniform Fire Code, that required a county fire marshal.

Mr. MacPherson indicated he didn't know if things have changed under the International Fire Code (IFC). Mrs. Corkrum thought they changed the code every three years. Mr. Koch confirmed that the Uniform Fire Code (UFC) was changed every three years. He said the description of fire marshal/fire chief in the UFC was chief of a district, and was designated as the fire marshal. He hasn't reviewed the IFC to see what their description is.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. MacPherson said the attorney from MRSC told him that under the IFC, the county is not required to have a fire marshal. The only county requirement is to have a fire chief or representative to do fire investigations for cost, loss, cause and origin.

Mrs. Corkrum asked what would be done with the no-man's land? Mr. Koch said that is where our dilemma will come from and hopefully we can get some direction from MRSC. Mr. MacPherson said if the four chiefs can cover those districts, and the times that we do have fire in the no-man's land, maybe we can hire an investigator on a contract basis for that one small area.

Mr. Brock asked how big the no-man's area was. Mr. Koch said it was three miles north and south, Juniper Dunes to the river, 45 to 50 square miles.

Mr. MacPherson said he spoke to each commissioner individually about Mr. Johnson, who we were in contract negotiations with for fire investigator services. He misunderstood or heard what he wanted to hear and felt that he was on board and informed all of the districts that he was the County's fire marshal. He's been called out four times by Fire District 3 and he submitted a bill for just the one call in the amount of \$295. Mr. MacPherson said he apologized to Mr. Johnson for any misunderstanding or confusion and said he would bring the bill before the Board for approval of payment.

County Engineer Tim Fife joined the audience.

Mr. Brock asked the Board what their feelings were on this issue. Mr. Koch indicated it was in negotiations and wasn't a signed contract. Also, he did not contact all four districts because we didn't get a contact in District 1. So he gave nobody else the opportunity to call him, besides District 3.

Mrs. Corkrum thought they would get billed a flat \$65, not for mileage and reporting time. Mr. MacPherson's frustration with it is the potential contract was with Franklin County, not with the individual fire districts. Mr. MacPherson was asked to draft a letter indicating that there was not a contract in place. Mr. Koch said the bottom line is that we can't afford \$300 every time District 3 calls.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Public Hearing: Vacation of a Portion of 4th Street Right-of-way – Eltopia

Mr. Fife presented the Board with a copy of an aerial map and the Engineer's Report on the vacation of a portion of 4th Street right-of-way.

Public Hearing convened at 9:46 a.m. Present: Commissioners Brock, Corkrum and Koch; County Engineer Tim Fife; County Administrator Fred Bowen; and Pro Tem Clerk to the Board Patricia Shults. No one was present in the audience.

Mr. Fife indicated the right-of-way has recently been cleaned of all vegetation and is clear of any structures. There is no indication of construction of any county road. The right-of-way has no potential for future use and there is no potential for 4th Street to extend to the west and tie into Eltopia West Road. Therefore, he recommends the Board approve the vacation.

Motion - Mrs. Corkrum: I move we approve the street right-of-way vacation of a portion of 4th Street in Eltopia. Second by Mr. Koch. 3:0 vote in favor. This is Resolution 2005-161. (Exhibit 8)

Truck and Chassis Purchase

Mr. Fife indicated that last year they purchased one Mack truck chassis off of Lincoln County's bid. They are willing to honor that same bid this year and he would like to buy two dump trucks. Unfortunately, because of steel prices, the manufacturer has had to place a \$1,200 surcharge on top of the cost. Because of steel prices, Mr. Fife recommends they jump on this offer because steel prices will not be going down. He recommends we take this opportunity to use last year's pricing for the vehicle. They have also agreed to take three of our dump trucks and pups in on trade. He asked the Board to approve the purchase of two trucks (with chasses) from Lincoln County in the amount of \$116,260.35.

Motion - Mrs. Corkrum: I move the purchase of two Mack trucks off the Lincoln County's bid for the price of \$116,260.35. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Transfer from County Road Fund to Paths and Trails Reserve

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. Fife explained they need to spend, as a minimum, one half of one percent of our state motor vehicle funds on paths and trails.

Motion - Mr. Koch: I move approval of a transfer from County Road Fund to Paths and Trails Reserve, Resolution 2005-162 (in the amount of \$12,333.31). Second by Mrs. Corkrum. (Exhibit 10)

Corps of Engineers Leased Land

Mr. Fife indicated they already paid \$2,300 for the report they received on Greenview Estate. The way this is working out, it is a good thing we are getting out of our lease. Mr. Fife said John Fagan's report (Archaeological Investigations Northwest Inc. [AINW]) basically said he needed to do more study and of course the Corps agreed with him. They want us to schedule low-water and in-water inspections. Mr. Fife asked for clarification from AINW but recommends we go no further. He recommends that we write to the Corps of Engineers and ask them to finalize this report as is. The Board gave agreement consensus.

Rural Agricultural Access Roads

Mr. Fife discussed information from AASHTIO (American Association of State Highway & Transportation Officials) – guidelines for Geometric Design of Very Low-Volume Local Roads. A portion of the guidelines reads, "For purposes of these guidelines, rural agricultural access roads consist of roads that are used regularly or seasonally for access to farms by agricultural equipment, such as combines that are wider than a typical 2.6-m (8.5 ft) truck." Agricultural access is 26 feet wide.

Application Authorization

Mr. Fife asked for approval to apply for IAC (Interagency Committee) funding for the Road 54 boat launch project.

Motion - Mrs. Corkrum: I move we authorize Tim Fife to apply for the IAC grant for the Road 54 boat launch project. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

Mr. Fife said it is a 75% grant. It is a \$600,000 project and we would pay 12%, along with funding from the City of Pasco.

Mark Nielson joined the audience, along with Chris Herron.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Recessed at 10:09 am.

Jim Cherry and Jerrod MacPherson joined the audience.

Reconvened at 10:16 am.

FRANKLIN CONSERVATION DISTRICT

Conservation District Manager Mark Nielson, Code Enforcement Officer Jim Cherry and Chris Herron met with the Board.

Agricultural Burn Permit Program

Mr. Nielson gave the Board a summary of the Agricultural Burn Permit Program for 2004. There were 10,533 permits issued with fees totaling \$21,380. The number of acres permitted from 1997 through 2004 for ag burn permits were discussed. They increased from 2003 (approximately 9,000 to 10,600). Many farms tried alternatives, but discovered the alternatives did not work. He anticipates the number of acres to stay steady from here on out.

One thing they would like to suggest to the Department of Ecology (DOE) is establishing two different burn zones in Franklin County specifically zoned for the Conservation Reserve Program (CRP). That area is east of Highway 395 is low population and the CRP burns are very special, as there is no burning in the summer due to fire safety issues. Also in the spring they are limited because programmatically they are mandated to burn by April 1. Mr. Koch has advocated that for years. Mr. Nielson provided a draft letter he would like to submit to DOE, having the commissioners and Franklin Conservation District Board sign it.

Motion – Mrs. Corkrum: I move approval of the letter to Karen Wood, Ag and Open Burning Unit Supervisor. Second by Mr. Brock. 3:0 vote in favor.

Mr. Nielson asked the Board if they wanted to appoint someone to talk to DOE. Mr. Brock suggested the Conservation District talk to them. Mr. Koch concurred. Mr. Nielson will work with the Commissioners' secretary to develop the letter.

BPA Funds GWMA Irrigation Water Management Program

Mr. Nielson presented the Board with a press release regarding BPA funding GWMA Irrigation Water Management Program. (Exhibit 12)

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

The Bonneville Power Administration (BPA) asked the Conservation District to spend an additional \$275,000 this growing season for irrigation water management incentives to growers in Franklin County.

Judge Swisher joined the audience.

The Board gave Mr. Nielson consensus approval to accept the BPA contract.

OFFICE BUSINESS (continued)

Corps of Engineers Contract

Motion - Mrs. Corkrum: I move we approve the Law Enforcement Cooperative Agreement Number DACW68-88-C-0016 with the U.S. Army Corps of Engineers and the Franklin County Sheriff's Office and authorize the Chairman to sign on behalf of the Board. Second by Mr. Koch. This is Resolution 2005-163. (Exhibit 13)

Pat Austin joined the audience.

PLANNING AND BUILDING DEPARTMENT

Planning/Building Director Jerrod MacPherson met with the Board.

Building Department Monthly Report

Mr. MacPherson discussed the handout for the Building Report for March. They have permitted and completed 69 buildings year-to-date and have received by the end of March roughly \$66,500, for a new value total of \$6,683,000. As of Friday, they have received \$71,118 so they are still on pace to meet or exceed projected budget revenue.

Areas with no fire district coverage

Mr. MacPherson reported that no-man's land is 87,843 acres or 138 square miles. Mr. Brock said that is over 10% of the county. Mr. MacPherson said that a large portion is on the east side where Juniper Dunes is located. Mr. Koch said Juniper Dunes needs to be removed from that figure. The Bureau of Land Management (BLM) is responsible for taking care of fires in that area. Mr. MacPherson will recalculate the acreage by removing BLM land.

SUPERIOR COURT

Judge Swisher and Superior Court Administrator Pat Austin met with the Board.

Department Update

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Judge Swisher indicated they continue to be heavily loaded with work. The case numbers in Franklin County are consistent with last year, but they don't reflect what the Supreme Court has sent back to us. The number of hearings may be up in Franklin County.

They met with respective legislators last year regarding court funding, as a follow-up to the state-wide task force. The task force committee was concerned with the state's funding of the trial courts at the county level. Mrs. Corkrum said the turnout was good.

They received a report today that legislation passed Saturday but it wasn't what they expected. What the task force had proposed passed un-amended out of the Senate but the House passed a different version. The House took all of the money the Senate allocated for counties and funneled it into an office in Olympia that will dole it out to the counties. That would add another level of bureaucracy. They are still trying to analyze what was passed. They are going to call it District Court Judges Salary. To get it they are going to require equivalent funding to be set aside by counties.

Ms. Austin said that Judge Swisher did send a letter to all the legislators in opposition to the House bill. Apparently it didn't make a difference.

Joe Munday joined the audience.

Judge Swisher indicated that Representative Don Cox seemed to be on board because he was very responsive. Mrs. Corkrum indicated Representative Cox's interest lay more in schools. Judge Swisher received positive responses from Senators Delvin and Hewitt. Mrs. Corkrum stated that we don't really know the results yet. Judge Swisher agreed. They are still evaluating.

Juvenile funding for parental representation, where Benton and Franklin Counties were part of a pilot program, will continue. Mrs. Corkrum said that is because it has been successful.

Policies and Programs

Judge Swisher said they implemented a new program/policy where they collect more money from indigent defendants. They have each defendant fill out an application

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

to ensure they are qualified for court-appointed attorneys. They increased the levy for public defenders from \$400 to \$600. They initiated procedures for recouping out-of-pocket expenses. For instance, when a person needs to be evaluated by a psychiatrist, if they are convicted, that is tacked on to what they need to pay. They also impose fines and require felons to reimburse the courts.

Sheriff Lathim and Captain Rick Long joined the audience.

Judge Swisher indicated they are considering changing the allocation of judges' times, specifically as it relates to juvenile court. They are considering assigning one judge to juvenile court, on a part-time permanent basis. They are doing that so the judges themselves are more responsible for juvenile court. We need a presence there more than court commissioners. If they do that, it will require moving a court commissioner to take up the slack the judge can't handle.

A gentleman joined the audience.

Judge Swisher said they have had court commissioners running juvenile court for a long time. Mrs. Corkrum asked how that would change in regard to funding. Judge Swisher didn't anticipate a change in funding, since they are in effect swapping duties. Ms. Austin indicated it may make a difference, depending on how we swap, if they put one in Franklin County more. They have been looking at trying not to make a change in funding. Mrs. Corkrum wants it clear that she wants it penciled out, because Franklin County supported the sixth judge to relieve and make sure that we have a presence of a judge in Franklin County. She doesn't want it to cost the county more.

Media representatives from KVEW and the Tri-City Herald joined the audience, along with another gentleman.

Professional Court Management-Therapeutic

Judge Swisher mentioned that there is a national trend and within the state for professional court management and also for therapeutic works. We have professional court management now, with Ms. Austin and programs in place, such as case flow tracking, mandatory arbitration and mandatory settlement conferences. They result in more efficient use of court time. They are good programs as they force settlements and

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

force cases out of court. The problem is we are almost at the point we can't keep up with them with current staffing. If they don't get an additional staff person next year, they may need to cut some of the programs.

Mr. Brock asked if this was the same issue discussed when they asked for a sixth judge. Ms. Austin said that at the time of the issue for the sixth judge it was not an issue. The increase in case loads, civil cases and domestic cases, are what is causing it, because the more cases that are filed, the more cases that person has to manage. With the sixth judge, it takes more time to schedule them.

Judge Swisher indicated that this is not a spin-off from the sixth judge. It's a spin-off from a growing population and the growing use of the courts.

Mike Killian joined the audience.

Therapeutic courts have been funded by grants. Financially we cannot expect counties to support drug courts after the grants discontinue. Mrs. Corkrum thought that the individuals in that program were going to pay for the program. Ms. Austin said they have to pay a fee to participate. It does not amount to enough to pay for the program itself. It ends up being a return to the community in the long run.

Judge Swisher said they are getting pressure for other types of therapeutic courts, such as mental health. Ms. Austin said there is a lot of public interest in this.

Security

Sheriff Lathim, Judge Swisher and Joe Munday (owner of J&J Security) met with the Board.

Sheriff Lathim indicated the judges have monthly meetings to discuss courthouse security. They invited him along with Captain Long and Mr. Munday to participate in their last meeting. They discussed the future, when everyone is expected to return to the courthouse. Out of that meeting, there was a general consensus that we strongly feel when we go back into the courthouse, we need to have screening and x-ray equipment at the glass doors of the Public Safety Building. That needs to be the only entrance into the courthouse. The time has come when we need to provide security and screen the people coming in during business hours.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. Brock asked, so your recommendation is to no longer use the front entrance and just use the north entrance of the Public Safety Building? Sheriff Lathim responded that was correct, that is the recommendation.

Mr. Brock said they used the screening process three or four years back for a short period of time. Sheriff Lathim said he knows that security is expensive but he personally feels that there has been so much talk and emphasis nationwide that if something happens it will be a liability if we haven't taken extra security measures. It is something that is expected now, that when you go into a courthouse in any part of the country you will most likely have to go through a screening process. Hopefully we will never have a situation, but it can happen here just as it happens in any big city. Divorce and child custody cases are prime times when emotions are high.

District Court Judge Roach joined the audience.

Judge Swisher said that from the judges' standpoint, they are satisfied with the Sheriff's Department and it will be made better once the remodel is completed. The judges' concerns are the divorce cases and child custody cases, the ones coming in on highly charged and emotional cases. They lose control and they are very dangerous cases.

Mrs. Corkrum gave an example of a police officer that was not screened because of his position and he shot the judge, defense attorney and others. Sheriff Lathim agreed, that they are cases when people are under a lot of stress and not thinking clearly or about the big picture. They react to the moment. He said Joe Munday's crew can do the screening but you need to have a uniform presence with the authority to make an arrest.

Terrance Casey of CKJT joined the audience.

Mrs. Corkrum said the national Capitol building had armed security and that didn't stop a gunman from going in and shooting people. If they are going to do it, they're going to do it.

Sheriff Lathim explained that someone could come in and be angry with the Assessor, Treasurer, or even the Commissioners for some decision they may have made. Once you get everyone aware that they need to go through screening to come in to see

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

the commissioners, pay their taxes or go to court, they will leave certain items in their vehicles so they can breeze through security. It will be quite an adjustment to start with in Franklin County, because they haven't had to do that.

Mr. Brock said a decision needs to be made and now is the time to do it. He asked Mr. Bowen if he had any comments on the issue.

Mr. Bowen would like to do something similar to what was done at the White House. We have so many different entrances to the facility he would hate to limit it to just the one. He's said this for the past five years: put some decorative wrought iron fence and build some type of a unit so security can have a circular drive area. Once you are on the property, you can go in any one of the doors. We would have the handicap access now being constructed. He hates to see access limited to just one door.

Mr. Bowen said the commissioners are looking at going out for a sales tax of 2/10ths of one percent, leaving the potential for an additional 1/10th of one percent in reserve. Security should be a part of that. Mr. Koch agreed with Mr. Bowen. He would rather see a closed campus idea. Sheriff Lathim stated that they need to think about if they want people standing out in the street in the cold, rain, and heat. You can't have the screening equipment out in the exposed elements. If he wanted to come in and shoot somebody, he would just throw a gun over the fence the night before and walk over and pick it up after going through screening or have someone toss a gun to you after you're in. That's not the most ideal situation, having a fence around the facility. Plus you could run security through the next 15 years for what it would cost to build that nice, beautiful fence.

Mr. Munday said that from a security point of view, the fence idea is excellent if you have lots of people to make sure they are covering the area, which the White House does. If you have a fence that's open and access to the public, there is nothing that will stop anybody from throwing a gun through the fence. It is an expensive proposition. It will take a lot more than screeners and one guard.

Mr. Brock said the whole issue is how they address it. It has to be done in cooperation with those involved.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. Killian indicated that they need to screen the mail coming into the facility as well.

Mrs. Corkrum has some real concerns with having only one entryway. She would push for more than one security post. Mr. Brock said they need to come up with a plan and they are not going to come up with the plan today. The need has been presented and needs to be addressed in some way.

Mr. Munday asked if he could provide plans to the Board for options with multiple entrances. The Board agreed.

COURTHOUSE RESTORATION

Terrance Casey of CKJT Architects met with the Board.

Stained Glass Work

Mrs. Corkrum asked Mr. Casey if the contractor got the glass in. Mr. Casey indicated he hadn't seen it all but they have everything but half of the historical glass in Friday night. The dome was done Tuesday and they put glass in over the stairs.

Potential Change Order 052R – Reflection Studios

Mr. Casey presented a request by Reflection Studios for payment of \$8,455 for accelerating installation of the dome.

Mr. Brock asked why is it to our advantage to accelerate the installation of the glass? Mr. Casey said so as not to impact the subsequent restoration contracts, they needed to accelerate the installation of the dome and have it installed by April 19th. Mr. Brock said that subs bid the job, then they come back with an acceleration clause, and they do something after they bid it. He doesn't understand that. Mrs. Corkrum said that they didn't impose the acceleration, it was imposed upon them. Mr. Casey indicated that is what he is claiming.

Mr. Brock said they bid the job and there are certain specifications when you bid a job. Mr. Casey agreed, and said he was asked to present the change order to the Board for consideration, as these are potential change orders. Reflection Studios believes that through numerous communications with the general contractor or through miscommunication or through subsequent sub work, they were required to accelerate their timeline in

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

order to get their work done. Mr. Brock asked why wouldn't this be coming from the general contractor? Mr. Casey said the general contractor doesn't believe that this impacted their schedule because the sub performed in the timeline required.

Mr. Brock asked then why would we be looking at it then if this is a sub? Why would we be dealing with a sub? Mr. Casey said we shouldn't be dealing with a sub at all. Mr. Brock said from his standpoint, I would say no.

Mr. Koch asked if they had the work done by the 19th.

Mr. Bowen gave the Board his understanding of the situation. Lydig had a conversation with Reflection Studios and Reflection Studios was under the impression that Lydig was going to follow through on the discussion, so Reflection Studio performed the work ahead of time without doing a change order up front, so as not to impact the next sub that was coming in. Once he had spent time and material and overtime to get the glass prepared two weeks in advance, Lydig then came back and said sorry.

Mr. Brock said he understood, but the issue should be between Lydig and the sub. Mr. Casey said that is what CKJT told Reflection Studio.

Mrs. Corkrum said the reason she thinks they should pay this is because it is such intricate work. It isn't like laying concrete, pipe or electrical wires. This is so technical.

Mr. Casey said they performed under duress. If he had chosen not to accelerate his work, then we would be seeing a change coming from the general contractor substantially greater than this because it would be not only this sub behind but all subsequent subs. The scaffolding had to be removed and it couldn't be removed until he got his glass installed. From a gentleman's point of view we are acknowledging that Reflection Studios did perform in a timeline that was required of them, that they felt was an accelerated time.

Mr. Brock said he was opposed to it personally but asked for a motion.

Motion - Mrs. Corkrum: I move we pay Reflection Studios for the overtime and extra money (in the amount of \$8,455.) Second by Mr. Koch. **Vote:** 2:1 vote in favor. Yeas: Mrs. Corkrum and Mr. Koch. Nay: Mr. Brock. (Exhibit 14)

Potential Change Order 54 - Power City

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. Casey said there were two items on this change order. The first item, Power City had to do some rework of their conduit to Room 121 because they ended up rotating the actual louvers in the historical floor to match the structure. The structure was assumed to be heading in a north/south direction and in the uncovered condition it was headed in the east/west direction. The item for that is \$916. They are dealing with Lydig on this item in regards to that full amount, because they believe that some of it was caused by the structure but not all. It appears they went in twice and relocated some things. Once should have been enough. They didn't realize the duct work would be as covering as it is on the bottom of the structure. So there were boxes they relocated the second time. Mr. Casey said it would not exceed the \$916.

The second item is Power City's requirement to install R10 fixtures in the historic courtroom. That again is an structural uncovered condition in that they weren't able to go in and cut the lights in without cutting some of the structure. So the structure had to be modified. This also relates to an addition of fixtures. The design team added fixtures because the original design showed two divisions within the ceiling, running east and west, and the actual ceiling has three divisions. So in order to balance out those lights and divide them up, we added four lights. Item two is a total of \$2,130. With the general contractor's markup and everything, the total is \$3,434 but the overall work is uncovered conditions. Mr. Brock entertained a motion.

Motion - Mr. Koch: So moved. Second by Mrs. Corkrum. 3:0 vote in favor.
(Exhibit 15)

Potential Change Order 55 – Power City

Mr. Casey said this is a request to install a light lowering mechanism in your grand stairwell, so fixtures can be changed. This is something that was not addressed previously.

Mrs. Corkrum asked if they were the lamps in the two spiral stairways. Mr. Casey indicated they were. Mrs. Corkrum said then in order to get somebody to change lights, it would require scaffolding. Mr. Casey said it could have required scaffolding. The install condition was going to be such that you would have been able to

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

unplug the lamp and lower it by a rope or a chain. But then that would require somebody up there holding the fixture while somebody relamped it. So this is a mechanism that will automatically lower the light fixture, which actually unhooks it from the electrical so they can do whatever they want with the fixture.

Mr. Brock doesn't question the need for this but asked Mr. Bowen where they were on funding. Mr. Bowen said every change order you agree to, we're going that much further in the hole.

Mr. Brock asked for the grand total to date. Mr. Bowen replied that all these change orders total almost \$35,551, if the Board approves every one. The total of the last set of change orders approved was approximately \$400,000. He said \$387,000 was budgeted for change orders. As of today, the total approved change orders equate to \$270,000. Power City is requesting \$11,820 for this task. He doesn't see that the Board has any alternative but to approve the change order.

Motion - Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor.
(Exhibit 16)

Potential Change Order 56 – Power City

Mr. Casey said this type F2 fixture is sitting at the base of the dome to light up the base in the evening. (Power City submitted a potential change order for \$3,477.) When the order was placed, this fixture was no longer available. They are still looking into a replacement for this fixture, but currently the sub has put together a fixture with separate ballast that requires an additional attachment. That is what the cost proposal reflects. They're hoping they can find a different fixture that will work better than this solution.

Mrs. Corkrum asked the location of the fixture. Mr. Casey indicated it was outside on the roof.

No action is required on this item at this time. (Exhibit 17)

Potential Change Order 59 – Reflection Studios

Mr. Casey indicated Reflection Studios is requesting payment in the amount of \$8,365 for T-bars that were added per the design session with Cardwell Architects. Reflection Studios doesn't think this is part of their work, because T-bars are classified as

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

structural. In conversations with them, we see it two ways: It goes back to the fact that Reflection Studios performed on a timeline that they felt they didn't have. They provided the T-bars to support the glass so they could do the install because of the timeline. They didn't believe the general contractor would provide them in a timely fashion for them to finish their work as requested.

The other aspect, the design team reviewed the specifications and disagrees that they are part of the structure, as they do not show up on the drawings as a structural aspect. Reflection Studios is saying they couldn't install the glass without the T-bars. Mr. Casey agrees with that. But where it goes from being a design requirement by Reflection Studios for a design and structural requirement by the design team is a point of argumentation. Mr. Casey doesn't feel this request has merit because it also calls for the glass to be designed to the opening shown on the drawings. The opening shown on the drawings does not show any intermediate structural support. So basically, you are looking at an opening approximately six feet wide by twelve feet long. Reflection Studios says you can't put a piece of glass into a six-by-twelve opening. He agrees with that. But with lack of communication or poor communication, he moved forward with T-bars even though they were not part of the design. He went about it the wrong way.

Mrs. Corkrum asked so your recommendation is that we reject the request?

Mr. Casey said our recommendation is that the original specifications were clear enough in regards to what the designer needed to design for it. Yes.

Mr. Bowen indicated he was in agreement with Mr. Casey. The reason why is because he had a conversation with Mr. Dragge and suggested that before he move forward he get everything straightened out.

Mr. Brock agreed, that if the guy doesn't know enough to do that, someone has to pay the penalty and it won't be us.

Motion - Mr. Koch: I move not to accept this change order 059. Second by Mr. Brock.

Vote: 2:1 vote in favor of rejecting the change order. Yeas: Mr. Brock and Mr. Koch.

Nay: Mrs. Corkrum. (Exhibit 18)

Fountain

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. Casey asked the Board if they wanted to move forward with the fountain. Mrs. Corkrum responded yes, I do. Mr. Brock asked what are we talking about on price? Mr. Casey indicated the county has \$25,000 allocated for the fountain. In order to move forward, you will be looking at more than \$52,000, because he didn't believe it included Lydig's overhead profit.

Mr. Bowen asked, then you think the fountain will run around \$80,000? Mr. Casey indicated no. It will run \$52,000 plus Lydig's overhead profit. So basically, it is \$27,000 more. Mr. Casey said the last time he met with the Board regarding this subject, you were waiting for legislation.

Mr. Bowen indicated the reason he kept leaving the room was because he was talking with Community Trade and Economic Development (CTED) historical department. They indicated the \$5 million is allocated over a two-year period, so there is \$2.5 million available. However, they are very aware that Franklin County is where they are. Not giving us any promises, CTED suggested he send them a letter right away, but not come over until the first week in July in order not to show favoritism. But they did point out that they did rewrite the language to allow retroactive payments.

Mr. Brock said until we are committed definitely, we don't know what we have and we're running out of money. The only money we have is the money in reserve. We are \$850,000 down right now.

Motion - Mrs. Corkrum: I move for approval. Second by Mr. Koch. Vote: 2:1 vote in favor. Yeas: Mrs. Corkrum and Mr. Koch. Nay: Mr. Brock.

Mr. Casey asked the Board if they wanted to move forward with the sketch that was proposed. Mr. Brock said they would need to look at it again. Mr. Bowen left to retrieve a copy.

Vault Door Lettering

Mr. Casey assumed the lettering would remain the same on the vault doors that are staying in the same locations. They relocated two vault doors from the second floor, one to the basement and one to the first floor in the commissioners meeting room.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Mr. Koch asked the same type or what? Mr. Casey said the one in the basement will say Assessor. Mr. Koch said so you're just cleaning up what was already on that door. Mr. Casey said it would be completely repainted but it will have the same text. The one in the basement will have the time capsule.

The Board agreed that the text should remain the same.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

City of Pasco Interlocal for Grand Old 4th

Mr. Bowen indicated he needed signatures on the interlocal agreement with the City of Pasco and Franklin County. This is a resolution and agreement on the Grand Old 4th for the cost sharing of the event.

Motion - Mr. Koch: I move we accept the Interlocal Agreement between Franklin County and the City of Pasco for co-sponsorship for the 2005 Grand Old 4th at the Trade Recreation Agricultural Center (TRAC). Second by Mrs. Corkrum. 3:0 vote in favor. This is Resolution 2005-164. (Exhibit 19)

Fountain (continued)

The Board reviewed a picture of a statue. Mr. Casey asked is this specifically what the Board wants or would they prefer a statue of Meriwether Lewis or William Clark or something totally different? The draft picture was only a proposal by the design team.

Mr. Bowen said that because we have the theme of the horns of plenty in Franklin County, he always thought the idea of having a statue of a girl holding the horns of plenty would be more appropriate.

Mr. Brock said the draft picture is only one example and there are no alternatives to look at to see what might be appropriate. Mr. Koch asked if you're going to have Clark won't you need to have Lewis? Mr. Casey said the reason you don't have other options is mainly because the specifications were written for the artist who had carved this to make a proposal. When it came down to trying to get more of a solid number after

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

the project was bid, then the design team made this proposal (Sacagawea and Papoose) so they could get three different bidders looking at the same thing.

Mrs. Corkrum said she thought it would be an appropriate design because the Lewis and Clark expedition was here before Franklin County, we have a park named after her, and she thinks it would fit in well with Franklin County.

Motion - Mrs. Corkrum: I move for approval of Sacajawea and her papoose as on the fountain. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 20)

Kiwanis of Pasco Service Agreement

Mr. Bowen presented the Board with the service agreement between the Kiwanis and Franklin County for providing the circus at the Grand Old 4th.

Mr. Brock asked what they were charging. Mr. Bowen said we are just providing a space; Kiwanis is bringing the circus in at a cost to them. We receive \$3.00 admission for everyone that comes in to the event.

Motion - Mr. Koch: I so move that we accept the Services Agreement between Franklin County and Kiwanis of Pasco to provide Circus Entertainment July 1-4, 2005 in conjunction with the project designated Grant Old 4th. Second by Mrs. Corkrum. This is Resolution 2005-165. (Exhibit 21)

Human Resources Director Tiffany Coffland joined the meeting

Mrs. Corkrum asked if Kiwanis was going to do bingo also. Mr. Bowen indicated they were, that they have already contracted with us for their bingo hall. Mrs. Corkrum asked if we charged them. Mr. Bowen indicated we charged \$100, since it is a community fundraiser. The lesser fee is charged for community services because the funds come back into our community.

Parade Grand Marshal

The Board was requested by the City of Pasco to think about who they would like to see as the parade's grand marshal. No decision is required today.

TRAC General Manager Selection Committee

Mr. Bowen indicated the committee consists of himself, somebody from the city, Vijay Patel from AmeriSuites Hotel, Dave Beach as chairman of the TRAC Advisory

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

Board, and Chris Watkins of TRIDEC. We will narrow the candidates down to the top selections, two or three. He would like the Board to decide how many people they want to interview from the top selection.

Mrs. Corkrum thought last time there was a committee. Mr. Brock said last time they did the same thing. The committee whittled it down and selected Ray Ritari. He was the unanimous choice of the committee. There were three that came before the Board but Mr. Ritari was the unanimous choice.

Mr. Koch thought the committee could narrow it down to the top three candidates. Mrs. Corkrum thought with the number of applications being received, they would want to interview a few more. There were 60 applications. Mr. Brock asked if the Board wanted to narrow it down to five to interview. Mr. Bowen said the committee will interview the top five candidates and narrow it down to three. The Board agreed.

Recessed at 12:02 pm.

Reconvened at 12:06 pm.

Criminal Justice Tax Committee

Mr. Bowen asked for approval for a letter to be sent to the Franklin County Criminal Justice Council to ask them to be part of the decision-making process to make recommendations to the public as far as where the funds could be used, of the 2/10ths of 1% sales tax proposal. Mrs. Corkrum said the committee will need to be reactivated.

Mr. Brock said a portion of the tax money would need to be used for security for the courthouse.

Motion - Mr. Koch: So moved. Second by Mrs. Corkrum. 3:0 vote in favor.

Executive Session commenced at 12:07 pm regarding mediation expected to last fifteen minutes.

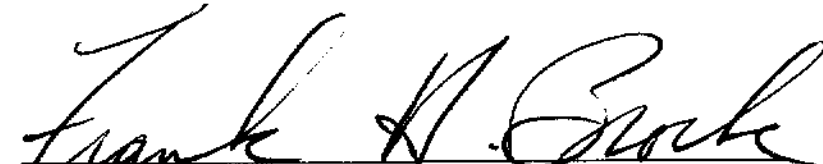
Open Session at 12:21 pm.

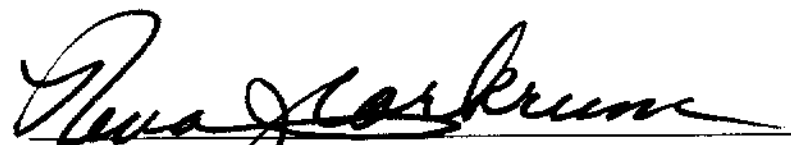
Adjourned at 12:21 pm.

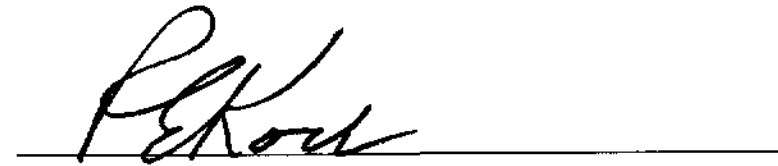
COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 27, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed May 4, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 158

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: SUBSCRIBER AGREEMENT BETWEEN FRANKLIN COUNTY AND PUBLIC SAFETY TESTING, INC., ALLOWING THEM TO PERFORM CIVIL SERVICE EXAMS EFFECTIVE DECEMBER 31, 2004 THROUGH DECEMBER 31, 2007

WHEREAS, Franklin County desires to enter into a contract with Public Safety Testing, Inc. to allow them to perform Civil Service exams; and

WHEREAS, Public Safety Testing, Inc. is a skilled provider of testing services to police, fire and other public safety agencies; 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 Subscriber Agreement between Franklin County and Public Safety Testing, Inc., allowing them to perform Civil Service exams effective December 31, 2004 through December 31, 2007.

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 25th day of April 2005.

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



Frank H. Brock, Chairman



Neva J. Gorkum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
Minutes
Public Safety Testing, Inc.

cc: Civil Service Secretary
Prosecutor



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a non-exclusive subscriber agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the **FRANKLIN COUNTY** a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this nonexclusive Subscriber Agreement under the terms and conditions set forth herein.

1. Description of Basic Services. This Agreement begins **DECEMBER 31, 2004**. The Contractor will provide the following services to the Subscriber, on its request:

1.1 Advertise for, process applications for, and administer written and/or physical agility examinations for (check all that apply):

- ☒ Entry-level Police Officer/Deputy Sheriff personnel
- ☐ Lateral Police Officer/Deputy Sheriff personnel
- ☐ Firefighter personnel
- ☐ Firefighter/Paramedic personnel
- ☒ Corrections Officer personnel
- ☒ Dispatcher/Communications personnel

1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists.

1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

1.4 The Subscriber elects (select one):

- ☐ A one-year subscription at rates set forth in the attached Exhibit A incorporated by this reference as fully as if herein set forth.
- ☒ A three-year subscription at rates set forth in the attached Exhibit A incorporated by this reference as fully as if herein set forth.

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

2. Additional Services. At the request of the Subscriber, Contractor may provide the following types of services:

- 2.1 Submission to the Contractor of additional requests for applicant testing with respect to any given eligibility list or any other task under the provisions of this paragraph shall be at the sole discretion of the Subscriber. This is a non-exclusive agreement and the Subscriber may continue at its discretion to conduct entry level testing in addition to the services provided by the Contractor, and may, in addition, contract with any other entity for services during the initial one-year term of this Agreement. If the Subscriber elects to utilize the Contractor for a three-year subscription, he/she may terminate this Agreement in years two and three and contract for additional services in accordance with the provisions of paragraph 7 below.
- 2.2 In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

- 3.1 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring

processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

- 3.2 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.3 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable application fee from any and all applicants.
 - 3.4 The Subscriber may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - ~~3.5 If the Subscriber elects for the Contractor to conduct physical ability testing for firefighter candidates, the Subscriber agrees to complete a Candidate Physical Ability Test (CPAT) validity transportability study and successfully apply to the International Association of Firefighters (IAFF) for a CPAT License. The Subscriber agrees to complete such prior to the administration of the CPAT for any of its candidates. If the Subscriber elects to have the Contractor conduct such transportability study, the one-time fee for such is \$750.~~
 - ~~3.6 Subscriber understands that firefighter physical ability testing is typically conducted twice per calendar year. Candidate's names/test scores will be forwarded to the Subscriber typically in June and December following the completion of the CPAT.~~
 - 3.7 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
 - 3.8 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
4. Testing Standard and Warranty of Fitness For Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and 41.12 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services

attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
 - 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
 - 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
 - 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This Agreement terminates on the last day of DECEMBER, 2007. The Contractor and the Subscriber may withdraw from this Agreement at any time for any reason with 45 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber. Provided further that in the event either party elects to terminate this agreement, prior to its expiration, any amounts paid by the Subscriber shall be pro-rated and reimbursed to the Subscriber, accordingly, within 60 days of termination of this Agreement.
8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this 25th day of APRIL, 2005.

CONTRACTING PUBLIC ENTITY

PUBLIC SAFETY TESTING INC.

By: Frank H. Brock

By: Jon F. Walters, Jr.

Print: Frank H. Brock

Print: Jon F. Walters, Jr.

Its: Chairman

Its: President

APPROVED AS TO FORM:

1308
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

Fee Structure for One-Year Subscribers

Annual subscription rates for law enforcement/fire service for one-year subscribers are determined by the number of fulltime employees* in the department that testing services are being utilized for multiplied by 70.

For Corrections Officer testing, the multiplier shall be 40.

For Dispatch/Communications testing, the multiplier shall be 50 for those agencies that subscribe prior to December 31, 2004. For those that subscribe January 1, 2005 or later, the multiplier shall be 60.

For example, if Subscriber contracted for testing services for firefighters and there are 15 full-time firefighters on Subscriber's staff, the subscription fee for one year would be \$1,050 (15 fire x 70 = 1,050) each year. If Subscriber contracted for both police and fire testing and, for example, there were 25 police FTE's and 20 fire FTE's, the annual subscription fee would be \$3,150 (45 police & fire x 70 = 3,150).

There is a one-time set-up fee of \$200 per position category.

Fee Structure for Three-Year Subscribers

For state of Washington public entities (law enforcement/fire) that subscribe to PublicSafetyTesting.com for three years, annual subscription rates are determined by the number of full-time employees* in the department that testing services are being utilized for multiplied by a factor as follows:

YEAR	# FULL-TIME x
Year #1	60
Year #2	65
Year #3	70

For example, if Subscriber contracted for testing services for firefighters and there are 20 full-time firefighters on Subscriber's staff, the annual subscription fee would be as follows:

YEAR	ANNUAL FEE
Year #1	\$1,200
Year #2	\$1,300
Year #3	\$1,400

For Corrections Officer testing, the multiplier shall be 40 annually.

For Dispatch/Communications testing, the annual multiplier shall be 50 for those agencies that subscribe prior to December 31, 2004. For those that subscribe January 1, 2005 or later, the multiplier shall be 60.

There is a one-time set-up fee of \$200 per position category.

*For law enforcement, "full-time employees" constitute all commissioned officers with enforcement authority, including the Chief/Sheriff. For fire agencies, "full-time employees" constitute all career paid fire personnel, including the Fire Chief, Paramedics, etc. For dispatch/communication centers, "full-time employees" constitute all full-time employees of the dispatch/communication center.

***Delegation of County Legislative Authority
To Serve on Canvassing Board***

I, Frank H. Brock, Chairman of the Franklin County Board of Commissioners, hereby designate myself to act on the Franklin County Canvassing Board to be held May 6, 2005 at 10:00 am.

Name of Designee: Frank H. Brock

Title: Commissioner

Date and Type of Election: April 26, 2005 Special

Such delegation is made under authority of RCW 29.62, WAC 434-40-210, and in accordance with Chapter 139 of the Washington State Laws of 1995.

SIGNED this 25th day of APRIL, 2005.



Chair, Franklin County Board of Commissioners

FRANKLIN COUNTY RESOLUTION NO. 2005 159

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: PROCLAIMING MAY 1-8, 2005 AS *COVER THE UNINSURED WEEK* IN
FRANKLIN COUNTY**

WHEREAS, 45 million Americans, equal to the combined population of 24 states, do not have health care coverage; and

WHEREAS, eight out of ten people who are uninsured are in working families; and

WHEREAS, there are more than eight million children in America without health coverage; and

WHEREAS, uninsured Americans live sicker and die younger than those who are covered, and suffer needlessly because they go without the health care they need; and

WHEREAS, the price of health care continues to rise, and fewer individuals and families can afford to pay for coverage, and fewer businesses are able to provide coverage for their employees;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby recognizes the urgency of seeking solutions to one of America's greatest problems and proclaims May 1 through 8, 2005 as *Cover the Uninsured Week* in Franklin County.

APPROVED this 25th day of April 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chairman



Neva J. Corkrum, Chairman Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Community Health Alliance

cc: Cities: Pasco, Kahlotus, Connell, and Mesa
Elected Officials/Department Heads

CoverThe
UninsuredWeek **MAY 1-8**
2005
Let's Get America Covered

April 25, 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

April 25, 2005

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

Dear Representative Walsh:

Thank you for supporting ESSB 6050, an act relating to providing financial assistance to cities, towns, and counties in areas of the state with very low tax bases, who are not able to provide basic services. Although Franklin County does not qualify for this assistance, the bill provides a reliable source of assistance to local governments in need.

This is a major victory for many counties. Our hope is that Governor Gregoire signs the bill into law to finalize legislative efforts. Thank you again for your support.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: WSAC

April 25, 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

April 25, 2005

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

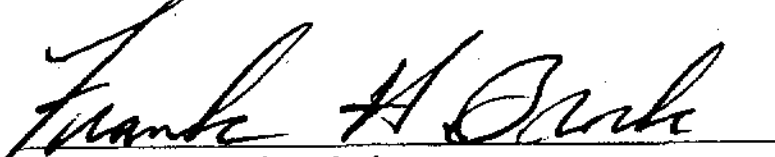
Dear Representative Grant:

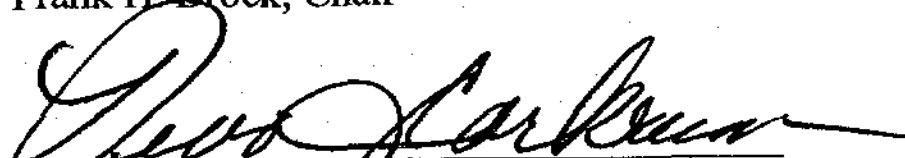
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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

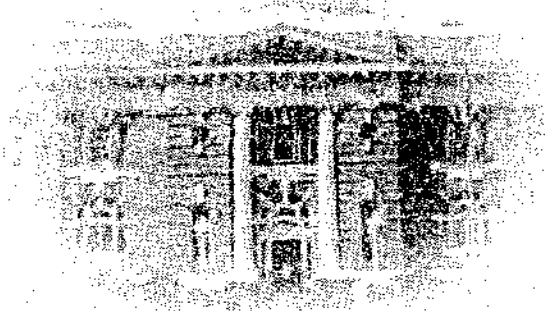
cc: WSAC

April 25, 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

April 25, 2005

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

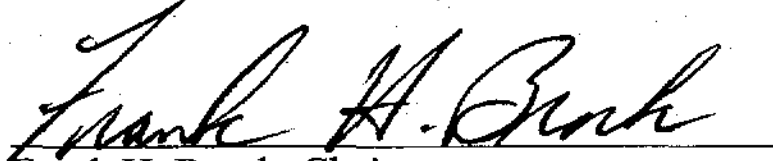
Dear Representative Hankins:

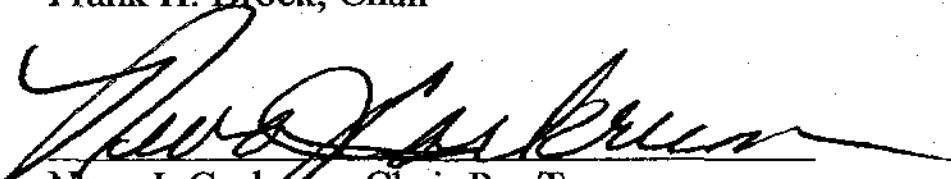
Thank you for supporting ESSB 6050, an act relating to providing financial assistance to cities, towns, and counties in areas of the state with very low tax bases, who are not able to provide basic services. Although Franklin County does not qualify for this assistance, the bill provides a reliable source of assistance to local governments in need.

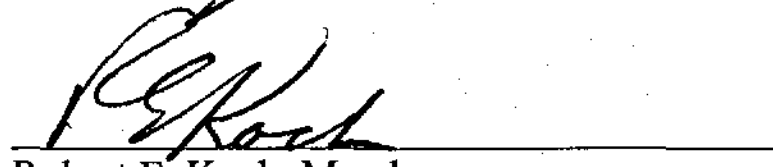
This is a major victory for many counties. Our hope is that Governor Gregoire signs the bill into law to finalize legislative efforts. Thank you again for your support.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: WSAC

April 25, 2005

Neva J. Corkrum
District 1

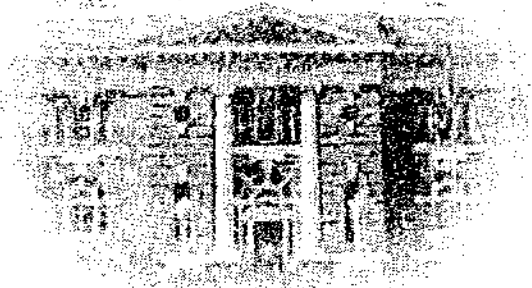
Robert E. Koch
District 2

Frank H. Brock
District 3

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Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary



Board of County Commissioners
FRANKLIN COUNTY

April 25, 2005

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

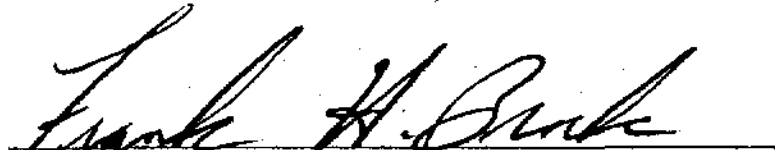
Dear Representative Haler:

Thank you for supporting ESSB 6050, an act relating to providing financial assistance to cities, towns, and counties in areas of the state with very low tax bases, who are not able to provide basic services. Although Franklin County does not qualify for this assistance, the bill provides a reliable source of assistance to local governments in need.

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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

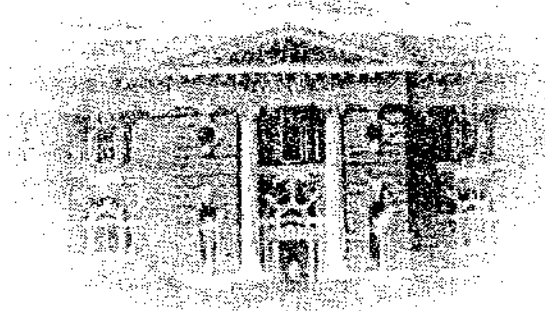
cc: WSAC

April 25, 2005

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Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

April 25, 2005

The Honorable Mark Schoesler
Washington State Senate
P.O. Box 40409
Olympia, WA 98504-0409

Dear Senator Schoesler:

Thank you for supporting ESSB 6050, an act relating to providing financial assistance to cities, towns, and counties in areas of the state with very low tax bases, who are not able to provide basic services. Although Franklin County does not qualify for this assistance, the bill provides a reliable source of assistance to local governments in need.

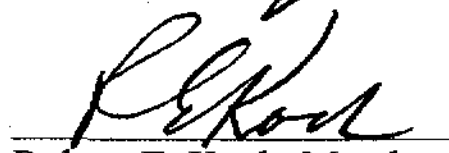
This is a major victory for many counties. Our hope is that Governor Gregoire signs the bill into law to finalize legislative efforts. Thank you again for your support.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: WSAC

April 25, 2005

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Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

April 25, 2005

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

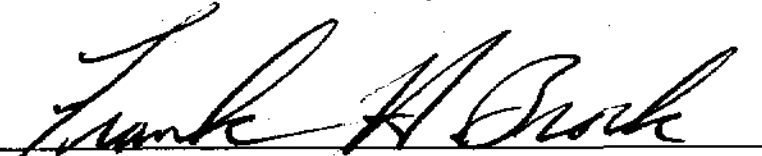
Dear Representative Cox:

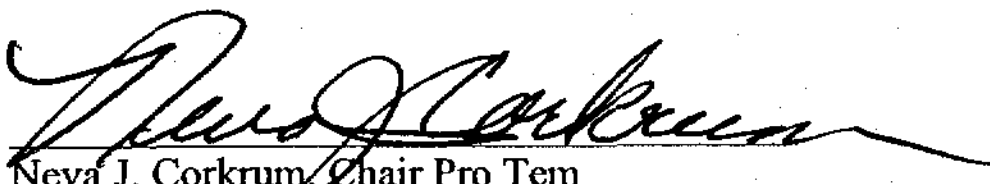
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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: WSAC

April 25, 2005

Neva J. Corkrum
District 1

Robert E. Koch
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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

April 25, 2005

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

Dear Representative Buri:

Thank you for supporting ESSB 6050, an act relating to providing financial assistance to cities, towns, and counties in areas of the state with very low tax bases, who are not able to provide basic services. Although Franklin County does not qualify for this assistance, the bill provides a reliable source of assistance to local governments in need.

This is a major victory for many counties. Our hope is that Governor Gregoire signs the bill into law to finalize legislative efforts. Thank you again for your support.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

Robert E. Koch, Member

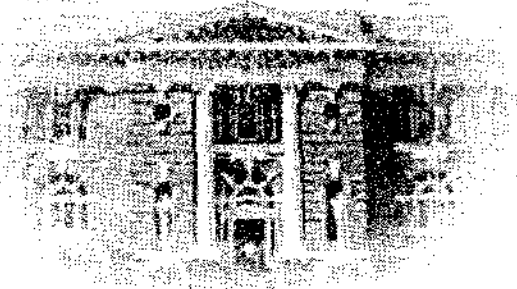
cc: WSAC

April 25, 2005

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Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

April 25, 2005

The Honorable Mike Hewitt
Washington State Senate
P.O. Box 40416
Olympia, WA 98504-0416

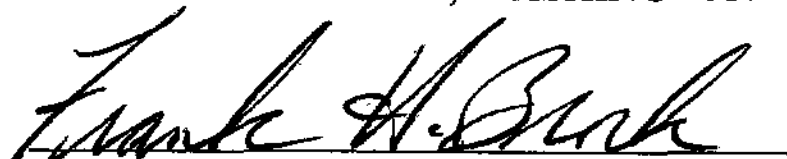
Dear Senator Hewitt:

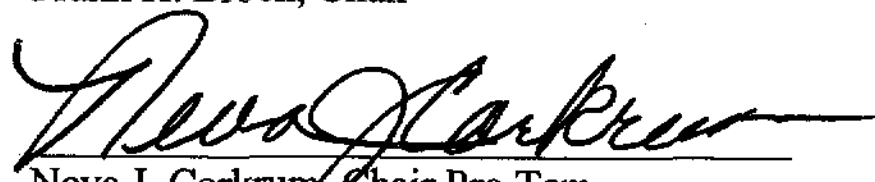
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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: WSAC

EXHIBIT 5
Franklin County Auditor

April 25, 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

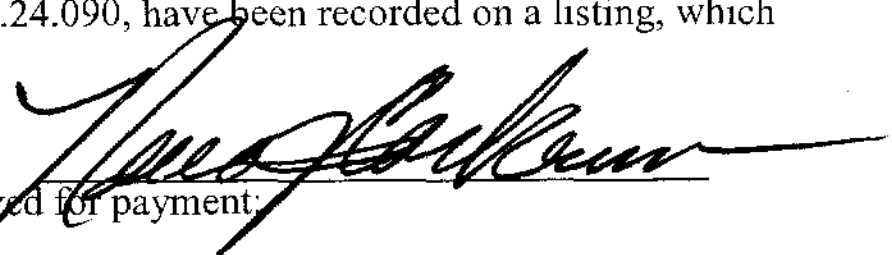
April 20, 2005

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.

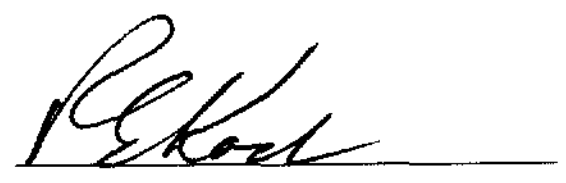
Action: As of this date, April 20, 2005

Move that the following warrants be approved for payment:



<u>FUND</u> Expenditures	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	44738-44855	\$52,395.09

In the amount of \$52,395.09. The motion was seconded by
And passed by a vote of 3 to 0



Accounting
545-3505

Elections
545-3538

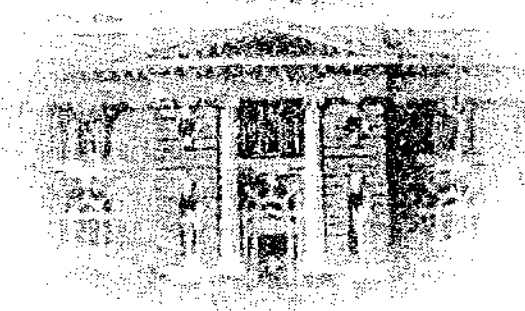
Recording
545-3536

Licensing
545-3533

Neva J. Corkrum
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Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

April 25, 2005

Auditor's Centennial Documentation
Preservation and Modernization Committee
Franklin County Courthouse Annex
410 and 412 West Clark Street
Pasco, WA 99301

Assessor Steve Marks
Auditor Zona Lenhart
Clerk Mike Killian
Coroner Dan Blasdel
Treasurer Jenny Zacher

Re: Draft Proposal from Zona Lenhart

Dear Committee Members:

We appreciate Zona Lenhart coming to the Board to present the draft proposal for expenditures from the Auditors O&M Fund for 2005. After further review of the proposal following the meeting, we would ask you to do the following:

1. Prepare a budget showing revenue and expenditures, similar to all budgets we do in the county. Please keep in mind that the Auditor's Centennial Document Preservation and Modernization Account Policy and Procedure needs to be followed, including this section:

Auditor's Centennial Document Preservation and Modernization Account Fund will maintain a level of funding adequate to fund yearly, reoccurring maintenance costs, depreciation costs, etc., for designated systems as approved by the County Auditor. In addition to the yearly costs, the fund will maintain an amount equal to approximately 25% of the yearly costs. This will allow for funding of any unforeseen increases in yearly costs."

2. When you present your requests to the Board for our approval, please include a copy of the written request you received in your committee which includes: what the funds will be used for; how much is being requested; identifying any ongoing costs; and a statement as to what records are involved, describing their historical value.

We feel this step is necessary to ensure an accurate paper trail of the purchases and to enable the accounting staff and our office staff to clearly identify the items being paid for from the Auditor's O&M Fund as vouchers are processed.

Auditor's Centennial Documentation
Preservation and Modernization Committee
April 25, 2005
Page Two

3. Include a statement that is signed by all committee members on the list of expenditures that clearly states which projects or items will not be completed if funding is not available. We feel this step is necessary so that all committee members and the Board will know which items are priorities.
4. If agreements or contracts in any form are required for some of the projects or pieces of equipment, they should be brought to the Board for approval and signature prior to purchase, even if they are a continuation of an existing agreement.
5. Any computer equipment purchased by the county is to be reviewed by the Information Services Department prior to approval to purchase.

Thank you for your consideration.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: File/LB

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: John Farrell	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: April 25, 2005	Execute Contract	Public Hearing X
Subject: VOE 2005-01, to vacate a ten foot (10') utility easement	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Jerrod MacPherson	Pass Motion X	Other
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

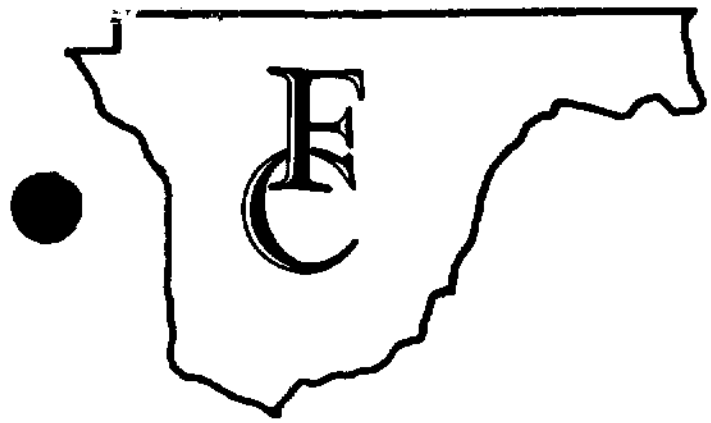
John Farrell has applied to vacate a ten foot (10') utility easement along the west lot lines of Lot # 7 of Farrell Addition and Lot # 3 of Farrell Second Addition. The easement was established for utility purposes years ago. During the platting process for Farrell Addition and Farrell Second Addition, new utility easements were established along the frontage of said lots. Due to the establishment of the new frontage utility easements, the applicant wishes to vacate the unnecessary utility easement along the west lot line of said lots # 7 and # 3.

RECOMMENDATION

With the establishment of new frontage utility easements for said lots, Franklin PUD has expressed no interest in the 10' utility easement along the west lot lines of Lot # 7 of Farrell Addition and Lot # 3 of Farrell Second Addition. The Franklin PUD along with the Franklin County Planning Department recommend that the above described utility easement be hereby vacated.

MOTION

Grant approval of vacation of easement - VOE 2005-01 as described above.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 160

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

RE: VOE 2005-01, to vacate a 10' utility easement on the following described lots:

Lot # 7 of Farrell Addition and Lot # 3 of Farrell Second Addition.

See "ATTACHMENT A" for the exact 10' utility easement vacation.

APPLICANT: John Farrell, 5313 West Court Street, Pasco, WA 99301.


WHEREAS, the Board of County Commissioners of Franklin County have reviewed the vacation of easement application of John Farrell, 5313 West Court Street, Pasco, WA 99301, and has recommended approval to vacate the 10' utility easement on Lot # 7 of Farrell Addition and Lot # 3 of Farrell Second Addition, and as depicted in "Attachment A", and;

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

NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be given approval and the 10' utility easement on Lot # 7 of Farrell Addition and Lot # 3 of Farrell Second Addition be hereby vacated in accordance with the provisions of the Franklin County Development Regulations and as depicted in "Attachment A".

SIGNED AND DATED THIS 25th DAY OF APRIL 2005.

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


Chairman


Chair Pro Tem


Member

Attest:

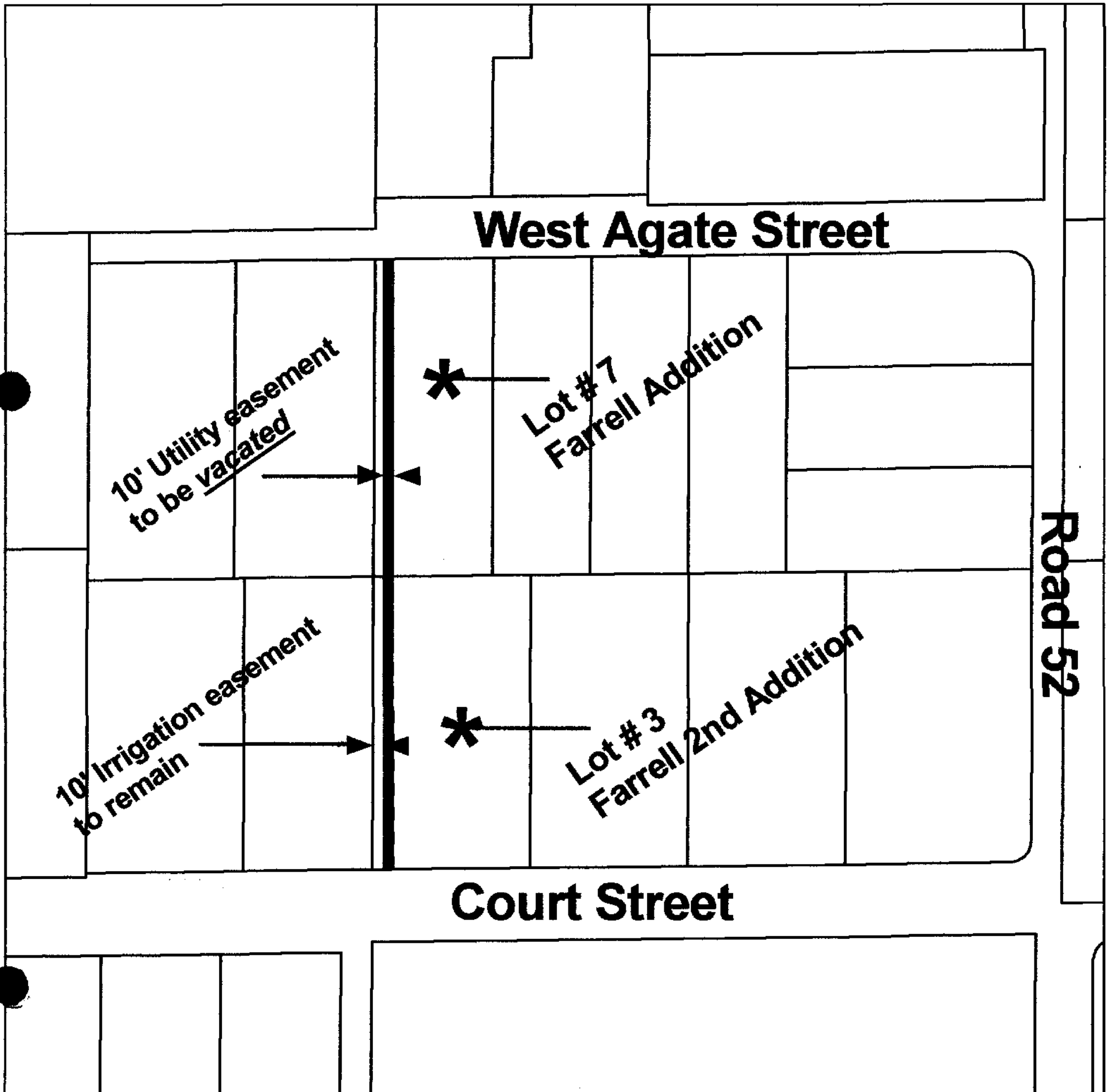

Clerk of the Board

RESOLUTION NUMBER 2005 160

Page 2

VOE 2005-01

"ATTACHMENT A"



FRANKLIN COUNTY
RESOLUTION 2005 161
FINAL ORDER OF VACATION

IN THE MATTER OF VACATION OF A PORTION OF FOURTH STREET RIGHT-OF-WAY.

WHEREAS, it was petitioned to vacate a portion of Fourth Street.

WHEREAS, it is the intention of the Board of County Commissioners to vacate by Resolution the following described right-of-way:

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"

WHEREAS, a public hearing was held on April 25th at 9:45 a.m., 2005 and the Notice of Hearing published and posted according to law, and

WHEREAS, said right-of-way is considered useless.

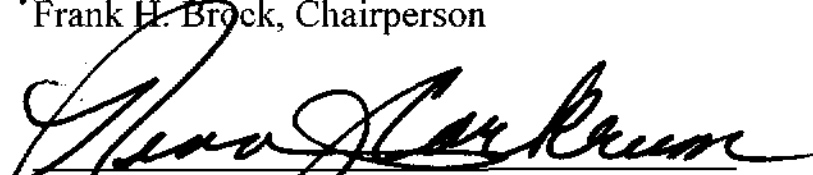
NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON, that the above-described property be vacated.

PROVIDED, the easements be retained for public utilities and service in accordance with RCW 36.87.140.

Dated 25th day of April, 2005.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington


Frank H. Brock, Chairperson

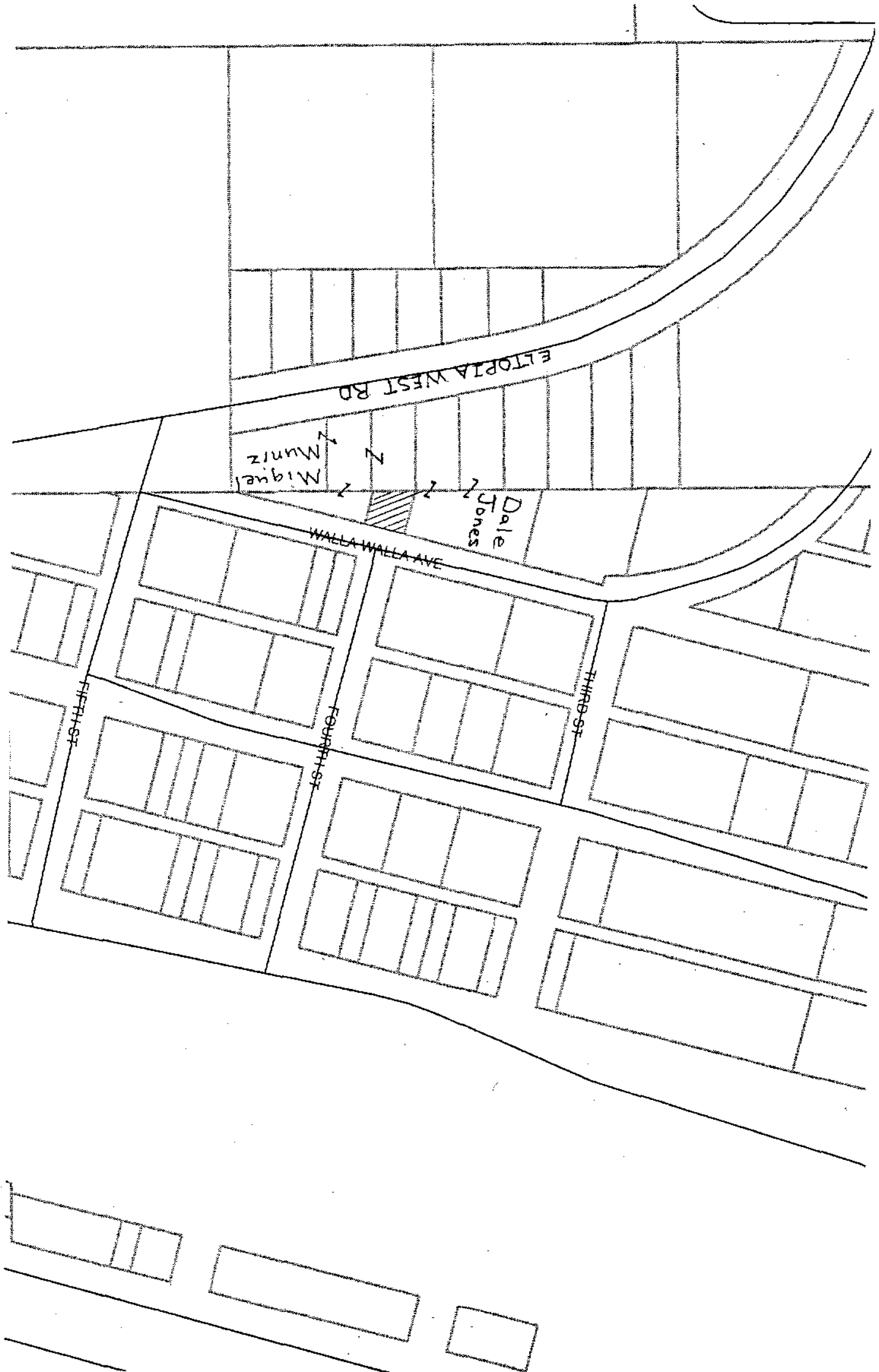

Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

ATTEST:


Clerk of the Board

Section 11, Twp. 11 Range 30
Plat of Eltopia



 Portion being vacated.

**ENGINEERS REPORT ON THE
VACATION OF A PORTION FOURTH
STREET RIGHT-OF-WAY**

Hearing Date: April 25, 2005

Time: 9:45 a.m.

Present Condition

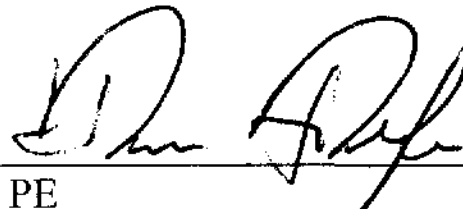
The right of way has recently been cleaned of all vegetation and is clear of any structures. There is no indication of the construction of any County Road. I have not found any documentation that confirms a County Road was ever constructed.

History

The proposed portion of Fourth Street Right-of-Way that is petitioned to be vacated is west of Walla Walla Avenue in Eltopia. It is recorded road right of way on the plat map but has not been built nor is it part of the County Road System. The 2002 aerial shows a shed that lies partially within the proposed vacate. It has since been removed and the area has been cleared.

Conclusion

I have reviewed the proposed vacation and find the right-of-way has no potential for future use. There is no potential for Fourth Street to extend to the west and tie into Eltopia West Road. There is no current R/W to the west of said vacate that would permit the extension of Fourth Street. Fifth Street currently connects to Eltopia West Road and is within 650 feet of Fourth Street. I recommend we minimize access to Eltopia West Road and therefore we would not allow Fourth Street to access onto Eltopia West Road due to its proximity to the Fifth Street intersection. Therefore, it is my opinion that said right-of-way should be vacated.



Tim Fife, PE

Public Works Director/County Engineer

April 25, 2005

EXHIBIT 8

☒ Aerials

☐ Extents

☒ Zoom In ☐ Zoom Out ☐ Select ☐ ReCenter





FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: April 25, 2005
TF-05-038

TO: Board of County Commissioners
Franklin County, Washington

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

SUBJECT: 2005 Truck Cab & Chassis Purchases

We are scheduled to replace two (2) dump trucks in 2005. We purchased a Mack Truck off the Lincoln County Bid in 2004 from Transport Equipment, Inc. of Spokane.

Transport Equipment, Inc. is willing to honor the Lincoln County Bid price subject to a Mack corporate-wide surcharge due to the recent spike in steel costs (attached letter).

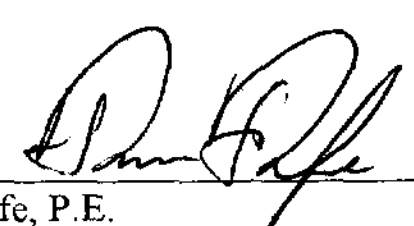
They have also agreed to give us a trade in on three dump trucks and pups of \$12,500 per each for a total of 37,500.00. Darrel Farnsworth, Equipment Superintendent, has determined that these values are reasonable given the savings on sales tax and auction fees.

Therefore, consider this my formal recommendation to purchase two Mack chassis from Transport Equipment, Inc. from the Lincoln County Bid with the company-wide surcharge of \$1,200 for a total price of \$116,260.35 as detailed on the attached equipment superintendent's recommendation.

Your review and approval is hereby requested.

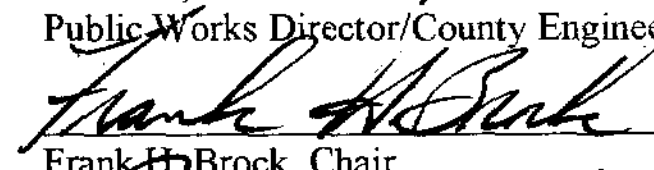
Dated this 25th day of APRIL, 2005.

Recommended:



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

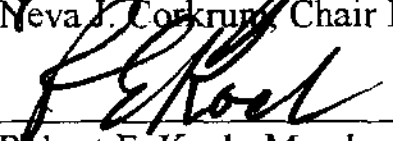
Approved:



Frank H. Brock, Chair

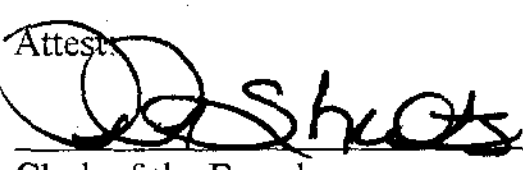


Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk of the Board



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: April 21, 2005
TO: Tim Fife
FROM: Darrel Farnsworth
SUBJECT: Truck Chassis

I recommend the County purchase two Mack trucks off Lincoln County's bid. The price and specification are the same except there is a \$1,200 surcharge for the price of steel. Copies of letters of explanation are attached. I also recommend the County trade in three trucks and trailers trade prices below.

Chassis Price	\$ 71,225.14
Surcharge	1,200.00
Chassis Price	71,225.14
Surcharge	<u>1,200.00</u>
Subtotal	144,850.28
Minus trade-in	<u>37,500.00</u>
Subtotal	107,350.28
Sales Tax 8.3%	<u>8910.07</u>
Total	\$ 116,260.35

Thank you,



Darrel Farnsworth

TRANSPORT EQUIPMENT, INC.

EXHIBIT 9

April 25, 2005

9300 Inspiration Drive
Missoula, Montana 59808
Phone: 406/541-9097
Fax: 406/541-9098

Website: www.transportequip.com

North 1106 Thierman Str
Spokane, Washington 99201
Phone: 509/927-2525
Fax: 509/922-0895

April 20, 2005

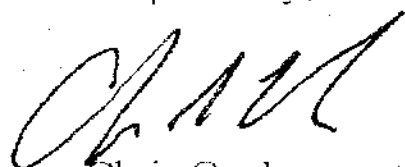
In regards to: New Truck Purchase

Darryl Farnsworth
Fleet Manager
Franklin County
3414 Stearman ave
Pasco WA

Dear Darryl Farnsworth:

The pricing of new truck purchases has been something of a problem trying to maintain the same contract price as Franklin County's last purchase. Transport Equipment Inc. has received 2 price increases since we ordered your last truck. We are willing to hold the same price, but Franklin County would have to cover the material surcharge stated in the enclosed letter. The amount of increase Transport Equipment Inc. is absorbing is more than twice the amount of the surcharge, this is more than fair to Franklin County, and allows you to maintain your fleet with similar spec vehicles.

Respectfully,



Chris Cook
Truck Sales
Transport Equipment, Inc.
cc

VOLVO





2005 COMMUNICATIONS PROGRAM

TO: U.S. and Canadian Dealer Principals
FROM: Kevin Flaherty – Senior Vice President, Sales
TOPIC: Truck Price Surcharge
DATE: February 4, 2005
TAB: Corporate Bulletins

As previously announced, as of May 2, 2005, a \$1,200 (USD) surcharge will be applied to every sold and unsold unit in corporate inventory, or built (*meaning* placed for production) at our Macungie or New River Valley assembly facilities on or after May 2, 2005.

Sold Orders will be exempt from being billed the \$1,200 surcharge if they meet all the following criteria:

1. Sold Orders must have firm sales assistance on record as of January 17 that matches the customer name on the factory order.
2. The Sold Order must be built (*meaning* placed for production) by Friday, July 22, 2005 – prior to shutdown.
3. The Retail Delivery Card must match the customer name of record as described in bullet #1 above.
4. Government orders that meet all of the above conditions, but are now scheduled beyond July 22, 2005, will be considered on a municipality by municipality basis dependent upon the specific provisions of the bid requirements.

Thank you for your support as we position Mack to maintain the profitability levels necessary to deliver the quality service and support required by our customers.

April 25, 2005

**TRANSPORT
EQUIPMENT, INC.**

9300 Inspiration Drive
Missoula, Montana 59808
Phone: 406/541-9097
Fax: 406/541-9098

Website: www.transportequip.com

North 1106 Thierman Street
Spokane, Washington 99212
Phone: 509/927-2525
Fax: 509/922-0895

April 21, 2005

In regards to: New Truck Purchase

Darryl Farnsworth
Fleet Manager
Franklin County
3414 Stearman ave.
Pasco WA

Dear Darryl Farnsworth:

Quote on trades for 2 new Mack CV713 Dump Truck cab and chassis:

3 -1990 Mack RD688S Cabs, Chassis, Dump Beds, and corresponding Dump Pups

VIN #'s

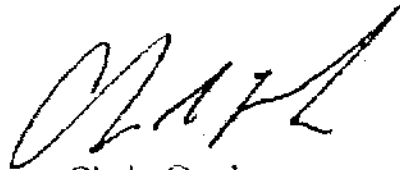
1) 008585

2) 008077

3) 008076

TRADE PRICE: \$12,500.00 per pair, TOTAL \$37,500.00

Best regards,



Chris Cook
Truck Sales
Transport Equipment, Inc.
cc

VOLVO**TransTuff****GMC
TRUCK**

FRANKLIN COUNTY RESOLUTION NO. 2005 162

RE: TRANSFER FROM COUNTY ROAD FUND TO PATHS AND TRAILS RESERVE

WHEREAS, RCW 47.30.050 requires a minimum amount of state motor vehicle funds be expended on paths and trails; and


WHEREAS, Franklin County has a special fund for Paths and Trails;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that \$12,333.31 be transferred from the County Road Fund to the special fund established as "Paths and Trails Reserve Fund" in accordance with RCW 47.30.050.

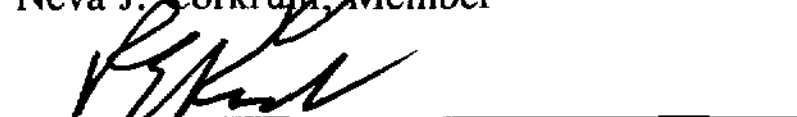
This transfer is for the calendar year 2004, and the Franklin County Treasurer is hereby directed to make the necessary transfer.

Signed this 25th day of April, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

Attest:


Clerk of the Board

FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT
2004
MOTOR VEHICLE GAS AND CAPP RECEIPTS
FOR COUNTY ROAD FUND

<u>MONTH</u>	<u>MOTOR VEHICLE FUEL TAX</u>	<u>CAPP (CRAB) RECEIPT</u>	<u>TOTAL TOTAL RECEIVED</u>
January	\$ 208,759.10	\$ 30,927.22	\$ 239,686.32
February	199,965.79	30,285.31	230,251.10
March	174,676.82	26,142.48	200,819.30
April	161,632.92	23,849.31	185,482.23
May	243,546.94	36,604.83	280,151.77
June	207,288.49	30,236.47	237,524.96
July	208,119.95	31,144.98	239,264.93
August	209,804.96	31,753.48	241,558.44
September	217,301.82	32,579.80	249,881.62
October	215,567.64	33,703.42	249,271.06
November	212,673.62	31,834.87	244,508.49
December	<u>207,323.99</u>	<u>30,552.55</u>	<u>237,876.54</u>
TOTALS	<u><u>\$ 2,466,662.04</u></u>	<u><u>\$ 369,614.72</u></u>	<u><u>\$ 2,836,276.76</u></u>

1/2 of 1.0% of Motor Vehicle Fuel tax should be transferred to Paths and Trails Fund
for year 2004 per RCW 47.30.050. This amount to \$12,333.31 (\$2,466,662.04 X 0.005).

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

Application Authorization Memorandum

TO: Interagency Committee for Outdoor Recreation (IAC)
PO Box 40917
Olympia, Washington 98504-0917

FROM: Franklin County Public Works

IAC is hereby requested to consider this application for financial assistance for the outdoor recreation or habitat conservation project(s) described below and to grant funding from such State and Federal sources as may be available. This application has been prepared with full knowledge of and in compliance with IAC's Manuals. Further, we agree to cooperate with the IAC by furnishing such additional information as may be necessary to execute an IAC Project Agreement and to adhere to all appropriate state and federal statutes governing grant monies under the Project Agreement. We are aware that the grant, if approved, will be paid on a reimbursement basis. We agree that all application materials, including photos, slides, site drawings, maps, etc., may be used by IAC for education, information, or other non-commercial purposes in IAC publications, presentations, or on IAC's web site.

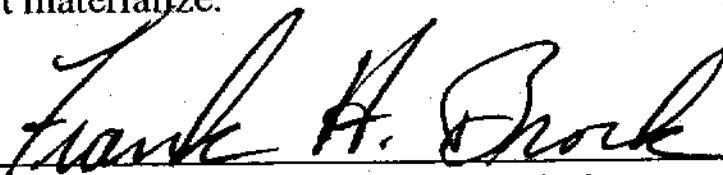
Project Name: Erwen Trust Boating Improvement

Project Contact Person:

Name: Tim Fife, P.E.
Title: Public Works Director
Telephone Number: 509-545-3514

We certify that to the best of our knowledge, the information in this application is true and correct. In addition, we certify that the matching resources identified in the grant are committed to the above project. We acknowledge responsibility for supporting all non-cash commitments and donations should they not materialize.

Authorized Representative:


Chair, Board of County Commissioners

4/25/05
Date

For Immediate Release

Monday, April 25, 2005

BPA funds GWMA Irrigation Water Management Program

Applicants for this year's program are asked to contact their local Conservation Districts for more information

Othello, WA – “Just in time!” is how Paul Stoker, Executive Director of the Columbia Basin GWMA, replied when asked about the recent contract with BPA to administer \$275,000 to help local irrigated growers apply field and computer technology that reduces water and power consumption.

The extra funds will allow the GWMA to enroll an additional 48,000 acres in its *Irrigation Water Management Cost Share* program this year. Since the growing season is already under way, local growers who signed up for the 2005 IWM program are being urged to contact their local Conservation District office as soon as possible to see if they qualify.

Given the drought conditions facing the region, funding the GWMA's *IWM* program makes sense to Stoker; “Irrigation water management scheduling is recognized as one of the best ways a grower can conserve water and power. With the current water shortage, IWM is a good investment.”

(More)

The GWMA has generated IWM data on more than 5,000 fields over the past seven years, which demonstrate, on average, that a grower using IWM will reduce power and water consumption by at least 15%. The GWMA findings, as well as other similar irrigation studies, in part prompted the BPA contract with the GWMA.

According to Bruce Cody, a BPA Verification and Evaluation Specialist and the agency's project manager for the GWMA project, "The study will measure impacts on power use and water consumption on irrigated farms during the growing season, providing critical data to help us evaluate irrigation efficiencies and program effectiveness."

Local leaders praised BPA's support and noted the benefits of the IWM program. "We are very pleased BPA provided this critical funding. The IWM program provides water and energy savings during the critical summer months, so really, everybody wins -- the community, BPA, and the growers," stated Frank Brock, a Franklin County Commissioner and member of the GWMA's Administrative Board.

"The technology provides farmers with actual field conditions, so they know how much water is in their soils and when it would be appropriate to irrigate," according to Mark Nielson, manager of the Franklin Conservation District, the local implementing agency for the IWM program in Franklin County.

The GWMA IWM program, with federal and state agencies, has assisted growers in Franklin, Adams, Grant and Lincoln counties in applying new

(More)

technology on about 300,000 acres, which is about one-third of the approximately 928,000 irrigated acres in the four counties.

"Our goal is to be able to provide IWM on as many acres that want it. We hope this pilot project with BPA can lay the foundation for future funding and support," said Stoker.

Since the IWM program began in 1998, grower interest has grown with over 350,000 acres applying annually. Funding constraints, however, have limited program participation to between 25% - 30% of applicants, meaning over 200,000 acres are turned away each year, a significant 'missed opportunity' to Stoker.

"To put that number into perspective, if we would have been able to fund those additional 200,000 acres, the water savings would have been equivalent to 100,000 acre feet of water from the Columbia River last year. That's a lot of water, especially in a drought year," commented Stoker.

In Franklin County, growers should contact Mark Nielson at the Franklin Conservation District office in Pasco, (509) 545-8546, extension 3.

#

For more information about the BPA contract and the IWM Program, contact Paul Stoker in Othello (509) 488-2802, ext. 108.

FRANKLIN COUNTY RESOLUTION NO. 2005 163

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: LAW ENFORCEMENT COOPERATIVE AGREEMENT NUMBER
DACW68-88-C-0016 WITH THE U.S. ARMY CORPS OF ENGINEERS AND
THE FRANKLIN COUNTY SHERIFF'S OFFICE**

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 Law Enforcement Cooperative Agreement Number DACW68-88-C-0016 with the U.S. Army Corps of Engineers and the Franklin County Sheriff's Office effective May 1, 2005 through September 11, 2005.

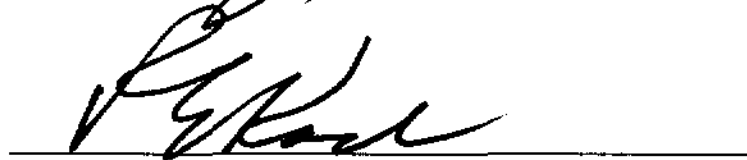
BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

APPROVED this 25th day of April 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
U.S. Army Corps of Engineers

cc: Sheriff's Department
Prosecutor's Office

LAW ENFORCEMENT COOPERATIVE AGREEMENT

NUMBER DACW68-88-C-0016

WITH THE

U.S. ARMY CORPS OF ENGINEERS

AND THE

FRANKLIN COUNTY SHERIFF'S OFFICE

SCOPE OF WORK

TASK ORDER NUMBER 18

2005

TABLE OF CONTENTS

Section	Page
1. INTRODUCTION	1
2. DESCRIPTION OF WORK AREA	1
a. Road Patrol	1
b. Boat Patrol	1
3. PERIOD OF SERVICE	1
a. Road Patrol	1
b. Boat Patrol	1
4. NORMAL LEVEL OF SERVICES	2
5. TASKS	2
a. Road Patrol	2
b. Boat Patrol	3
c. Patrol Officer Requirements	4
d. Patrol Emphasis	4
e. Orientation	4
6. REPORTING PROCEDURES	4
a. Daily Law Enforcement Logs	4
b. Reportable Incidents	4
7. COST OF SERVICES	5
8. COMPENSATION TO THE SHERIFF	5
9. PAYMENT	6
10. CORPS-FURNISHED PROPERTY	6
11. CORPS AND SHERIFF'S REPRESENTATIVES AND POINTS OF CONTACT	6
a. Ice Harbor Project Office	6
b. Franklin County Sheriff's Office	6
c. Changes in Representatives or Points of Contact	7
12. APPROVAL	7

COOPERATIVE AGREEMENT NO. DACW68-88-C-0016
TASK ORDER NO. 18

SCOPE OF WORK

1. INTRODUCTION

The Franklin County Sheriff's Office (SHERIFF) will provide additional law enforcement services at the Corps of Engineers (CORPS) managed lands, parks, and waters described below. The CORPS has proprietary jurisdiction within federal regulations over all project lands and waters, and the SHERIFF has jurisdiction to enforce all state and local laws as may exist. Concurrent patrol and enforcement service by both the CORPS and the SHERIFF is an optimal approach to assuring a safe and healthful environment for public use of project lands and waters. The additional law enforcement services to be provided by the SHERIFF will be provided in accordance with Cooperative Agreement No. DACW68-88-C-0016.

2. DESCRIPTION OF WORK AREA

The work area covered by this task order includes CORPS managed land and waters within Franklin County on the McNary and Ice Harbor-Lower Monumental Projects. The principal areas covered by the task order include the following sites:

a. Road Patrol

Ice Harbor-Lower Monumental Project areas within Franklin County including Ice Harbor Dam visitor areas, Martindale Road area, Levey Park, Lake Charlene, Big Flat Habitat Management Unit (including Dalton Lake), Lake Emma, Lost Island HMU, Snake River Junction, Windust Park, and Lower Monumental Dam visitor areas.

b. Boat Patrol

Water surfaces of the Columbia River and Snake River within Franklin County.

3. PERIOD OF SERVICE

a. Road Patrol

Road patrol shall begin on May 1, 2005, and end on September 11, 2005.

b. Boat Patrol

Boat patrol shall begin on May 21, 2005, and end on September 5, 2005.

4. NORMAL LEVEL OF SERVICES

The SHERIFF normally provides twelve (12) man-hours per year of land patrol in CORPS parks within Franklin County, and thirty (30) hours per year of boat patrol on Lake Wallula, Lake Sacajawea, and Lake West. This level of service will continue in addition to the patrol provided under this task order. In addition, the SHERIFF currently provides emergency and unanticipated law enforcement assistance when called upon. This service will continue to be provided by the SHERIFF outside of this task order and at no cost to the CORPS.

5. TASKS

The SHERIFF shall provide law enforcement road and boat patrols in the defined work areas according to the following:

a. Road Patrol

(1) Road patrols shall be conducted from May 1, 2005 through September 11, 2005, between the hours of 12 noon and 11 p.m. as follows:

<u>Day</u>	<u>Daily Patrol Hours</u>	<u>Number of Days</u>	<u>Total Contract Hours</u>
Friday (after 5:00 p.m.)	2.0	19	38
Saturday	3.0	19	57
Sunday	3.0	19	57
Holiday (May 30, July 4, Sept. 5)	3.0	3	9
<hr/>			
TOTAL ROAD PATROL		60 days	161 hours

(2) Road patrol shall consist of one vehicle, properly equipped, and one officer. Should the need arise, the SHERIFF may alter the patrol to include two officers at no additional cost to the CORPS.

(3) The hours of contracted road patrol shall not exceed a total of 161 hours. Should an emergency situation or other conditions beyond the control of the SHERIFF arise so as to reduce the patrol on a particular day, the lost time may be made up on another day when additional patrolling is considered necessary.

(4) A minimum of seventy-five percent (75%) of patrol time shall be spent at Ice Harbor Dam, Levey Park, Windust Park, and Lower Monumental Dam. At least one unscheduled walk-through (foot patrol) shall be conducted each Friday night, Saturday, Sunday, and holiday at Levey Park and Windust Park. Foot patrols shall be included as part of the services described above and may be conducted by either the boat patrol or the road patrol deputies.

b. Boat Patrol

(1) Boat patrol shall be conducted from May 21, 2005 through September 5, 2005, between the hours of 10:00 a.m. and 10:00 p.m. as follows:

Day	Daily Patrol Hours	Number of Days	Total Hours
Saturday	8.0	16	128
Sunday	8.0	16	128
Holiday (May 30, July 4, Sept. 5)	8.0	3	24
TOTAL BOAT PATROL		35 days	280 hours

(2) The boat patrol shall consist of a boat properly equipped, including a first aid kit, with one officer aboard.

(3) The hours of contracted boat patrol shall not exceed a total of 280 hours. Should inclement weather, mechanical breakdown, or other conditions beyond the control of the SHERIFF arise so as to reduce the patrol on a particular day, the lost time may be made up on another day when additional patrolling is considered necessary.

(4) All boat patrol personnel are required to wear U.S. Coast Guard approved personal flotation devices (PFDs) at all times while operating the patrol boat as a part of this task order. *The intent of this provision is to meet Corps safety regulations for boat operation and to set an example for a higher emphasis on boating safety.*

(5) Franklin County shall coordinate all boat patrols with Benton County and Walla Walla County to ensure maximum coverage of all water surfaces described in Paragraph 2.b. and to reduce to a minimum the overlapping of patrols. On special occasions, such as speedboat racing or Water Follies, it may be desirable to have two or three counties patrolling the same general area.

(6) The greatest percentage of time shall be spent in the areas of high boating usage.

(7) Any patrol conducted by personal watercraft may be used to count toward general boat patrol requirements.

c. Patrol Officer Requirements

All boat and road patrol officers providing law enforcement services (whether reserve or regular) shall have full law enforcement authority. In addition, the officers providing boat patrol shall have taken appropriate U.S. Coast Guard Boating Safety Training, or equivalent training, with the approval of the District Engineer's Representative.

d. Patrol Emphasis

The primary emphasis of the boating patrol and land patrols shall be accident prevention and emergency services to recreationists, and enforcement of such state and local laws as may exist, to ensure safe and healthful public use of project lands and waters. The emphasis should also be to protect public lands and facilities from misuse and vandalism.

e. Orientation

Officers involved in the described patrols shall attend a one (1)-hour orientation meeting conducted by the CORPS at a time and location to be mutually arranged. A maximum of four (4) man-hours shall be allowed under this task order for this meeting.

6. REPORTING PROCEDURES

a. Daily Law Enforcement Logs

The SHERIFF shall record task order law enforcement service activities on a "Daily Law Enforcement Log" sheet. See Paragraph 10 on page 6 for information concerning the daily log sheet. These log sheets shall be submitted with the monthly invoice within thirty (30) days of completion of each month of service and shall be forwarded to the Ice Harbor Natural Resource Management Section, 1215 E. Ainsworth, Pasco, Washington 99301.

b. Reportable Incidents

The CORPS Point of Contact shall provide a list of notification personnel to the SHERIFF for the reporting of serious incidents. Incidents relating to fatalities or where there is a strong assumption of a fatality shall be reported via telephone to one of the contacts within four (4) hours of the notification of incident. Follow up reports for cancellation or confirmation of the incident, if necessary, shall also be made by telephone within four (4) hours of determination.

Written reports concerning these and other incidents requiring written documentation by SHERIFF personnel shall be reported to the Resource Manager within 24 hours of completion of the report via electronic mail, fax, or hard copy. Case reports of a sensitive nature may be held by the SHERIFF until the case is closed or at such time as deemed appropriate by the SHERIFF.

CORPS personnel shall likewise provide information on suspicious activities or incidents which may be of interest to the SHERIFF to SHERIFF personnel or their office as soon as possible, but not later than 24 hours after discovery via telephone, electronic mail, fax, or hard copy.

7. COST OF SERVICES

Item	Fixed Rate	Quantity	Total Cost
Salary - Marine	\$ 35.36/hour	280 hours	\$ 9,900.80
Salary - Land	\$ 35.36/hour	161 hours	\$ 5,692.96
Vessel O&M	\$ 25.88/hour	280 hours	\$ 7,246.40
Vehicle O&M	\$ 7.64/hour	161 hours	\$ 1,230.04
Orientation	\$35.36/hour	4 hours	\$ 141.44
TOTAL COST			\$ 24,211.64

8. COMPENSATION TO THE SHERIFF

a. Each employee employed in the performance of this work shall be paid not less than the minimum monetary wages and fringe benefits set by the county authority. The obligation to furnish fringe benefits may be discharged by furnishing equivalent combinations of bona fide fringe benefits or by making equivalent or differential cash payments. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may be relied upon if appropriate. In no event may employees engaged in performing work under this Task Order be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Nothing in this clause shall relieve the county of any other obligation under law or contract for payment of a higher wage to any employee. Covered employees performing contract work under this task order in excess of 40 hours per week shall be entitled to payment of required overtime premium. Each employee shall be unconditionally paid all wages due free and clear and without subsequent deduction (except as otherwise provided by law, regulation, or contract), rebate, or kickback on any account.

b. The SHERIFF shall be paid for services listed in this task order performed during the period May 1, 2005, through September 11, 2005. No legal liability shall arise on the part of the CORPS for payment of any money for performance outside of this task order. Additional work, as necessary, shall be covered by separate task orders.

c. In the event that gasoline prices rise 20% or more over the baseline cost of \$2.10 per gallon during the duration of this task order, the SHERIFF may request additional compensation to offset the increased operational costs due to fuel prices. The amount of additional compensation shall be based on actual expenses incurred as a result of the increased fuel cost.

9. PAYMENT

The SHERIFF shall furnish invoices to the CORPS evidencing completed performance of work done under this task order and as the basis upon which payments may be made to the SHERIFF. The invoices shall be submitted on a monthly basis, and shall be submitted in triplicate as follows:

a. Original and one copy to:

USAED, MILLINGTON FINANCE CENTER
ATTN: CEFC-AO-P
5720 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

b. One (1) copy to the District Engineer's Representative designated in Paragraph 11.a., below, who will review it for accuracy and approve it for payment. The SHERIFF shall be paid only for those hours approved by the District Engineer's Representative as being provided within the scope and spirit of this task order.

c. Invoices for each month must be submitted within 30 days of completion of that month's work.

10. CORPS-FURNISHED PROPERTY

The CORPS will furnish the "Daily Law Enforcement Log" sheets, if requested, or a county approved log is acceptable.

11. CORPS AND SHERIFF'S REPRESENTATIVES AND POINTS OF CONTACT

a. Ice Harbor Project Office

Mr. Michael Swenson, Assistant Resource Manager, Ice Harbor Natural Resource Management Section, 1215 E. Ainsworth, Pasco, Washington 99301, telephone 509-543-6062, is hereby designated the District Engineer's Representative.

Mr. Donald G. Disbro, (at the same mailing address) telephone 509-543-6066 is designated the point of contact for all matters covered by this task order involving the Ice Harbor-Lower Monumental Project and McNary Project areas.

b. Franklin County Sheriff's Office

Sheriff Richard Lathim, Franklin County Sheriff's Office, 1015 North 5th Street, Pasco, Washington 99301, telephone 509-545-3565, is hereby designated the SHERIFF's Representative and point of contact for all matters covered by this task order.

c. Changes in Representatives or Points of Contact

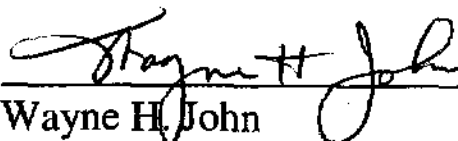
Any changes in the District Engineer's or the SHERIFF's representatives and/or points of contact may be made by either party by providing notice thereof to the other party with the effective date of such change.

Additional points of contact to expedite decisions may be made by separate designation by the District Engineer or the SHERIFF.

12. APPROVAL

The date of approval for this task order shall be the date on which it is signed by the Chief of Operations, U.S. Army Corps of Engineers, Walla Walla District.


U.S. ARMY CORPS OF ENGINEERS

 28 Mar 05
Wayne H. John Date
Chief, Operations Division


FRANKLIN COUNTY SHERIFF'S DEPARTMENT

 3/30/05
Richard Lathim, Sheriff Date

APPROVED AS TO FORM:


Ryan E. Verhulp
Chief Civil Deputy PA

FRANKLIN COUNTY COMMISSIONER

 4-5-05
Frank Brock, Chairperson Date



Potential Change Order 052 R

Detailed, Grouped by Each Number - Portrait

Franklin County Courthouse
1016 N. Fourth Ave.
Pasco, WA 99301

Project # 998
Tel: 509-547-0588 Fax: 509-547-5092

Lydig Construction, Inc.

PCO #: 052 Acceleration for the dome installation

4/4/2005

Category	Reason	Reference
Change Order	Architect Directive	Reflection Studios Memo #6 dated 3/30/05
Notes		

Summary:

Requested Days:

3

Itemized Details:

General Description	Proposed
Reflection Studios - Acceleration to have the dome installed by the 19th of April	7,500
10.00% Commission	750
1.00% Insurance Markup	83
1.00% Bond Markup	83
0.471% B&O Tax	40

Amount Proposed 8,455



Potential Change Order 054

Detailed, Grouped by Each Number - Portrait

Franklin County Courthouse
1016 N. Fourth Ave.
Pasco, WA 99301

Project # 998
Tel: 509-547-0588 Fax: 509-547-5092

Lydig Construction, Inc.

PCO #: 054 Rework installed conduit and added conduit at room 121 & Add Type 10 fixtures @ 233 4/5/2005

Category	Reason	Reference
Change Order	Architect Directive	RFI 85, 85R & Memo dated November 8, 2004 from CKJT

Notes

Summary:

Requested Days:

0

Itemized Details:

General Description	Proposed
Power City - Rework installed and add new conduit to room 121 for low work associated with RFI 85	916
Power City - Add Type "R10" fixtures to court 233	2,130
Apollo - Re work duct diffusers at court 233 - NO COST	0
10.00% Commission	305
1.00% Insurance Markup	34
1.00% Bond Markup	34
0.471% B&O Tax	16
Amount Proposed	3,434

PCO 54



SCOPE CHANGE PROPOSAL

From: **POWER CITY ELECTRIC, INC.**

TO: LYDIG CONSTRUCTION

Job No: 30399 Job Name: FRANKLIN CO COURTHOUSE

Attention: SEAN GLAESEMANN

Work To Be Done:

Change Request No: RFI # 085R

Date of Proposal: 2/15/2005

Revision Date:

ASI #

REWORK INSTALLED AND ADDING NEW CONDUIT IN RM 121 - This is work at floor.
DUE TO RFI 85R

Labor Hours:	12	\$ 49.73	Per Hour	\$ 596.76
Labor Hours OT:		\$ 70.93	Per Hour	\$ -
Foreman Hours:	1.2	\$ 53.65	Per Hour	\$ 64.38
Foreman Hours OT:		\$ 76.69	Per Hour	\$ -

TOTAL CRAFT HOURS

13

Total Labor Dollars	\$ 661.14
----------------------------	------------------

Material & Supplies:

Small Tools

Clean up

Manlift

Material Qunte

	\$	91.85
3% Labor	\$	19.83
3% Labor	\$	19.83
	\$	-
	\$	-

Total Material and Equip Cost	\$	131.52
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OH&P	15%	\$	118.90
------	-----	----	--------

Subtotal: \$ 911.56

Permits:		N/A
B&O TAX	0.484%	\$4.41

Total Scope Change: \$916

Submitted by: _____

Date: 2/15/05

Title: PROJECT MANAGER

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK

**FRANKLIN COUNTY COURTHOUSE**

Pasco, Wa

Description: REWORK INSTALLED AND ADDING NEW CONDUIT IN RM 121 AS A RESULT OF RFI 85R

DESCRIPTION	QTY	\$ EACH	\$ EXT	LABOR EA	LABOR EXT
1/2" EMT	70	0.732	51.24		
1/2" EMT CPLG	9	0.141	1.27		
1/2" EMT CONN	8	0.209	1.67		
1/2" EMT 1-HOLE STRAP	12	0.110	1.32		
TAN WIRE NUTS	12	0.080	0.96		
#12 THHN WIRE	240	0.063	15.12		
4" SQ BOX W/BLANK COVER	4	5.068	20.27		
REWORK AND RE-INSTALL T & M LABOR	1 LOT				12.00

TOTALS**91.85****12.00**

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
 (509) 647-9525 FAX (509) 547-3711 POWERCE994CK

Founded In 1936

PCO 54



SCOPE CHANGE PROPOSAL

From: POWER CITY ELECTRIC, INC.

Change Request No: PCO COURT 233

To: LYDIG CONSTRUCTION

Date of Proposal: 11/12/2004

Job No: 30399 Job Name: FRANKLIN CO COURTHOUSE

Revision Date:

Attention: SEAN GLAESEMANN

Work To Be Done:

ASI # 20

ADD TYPE "R10" FIXTURES TO COURT 233 AND RE-AIM ALL AFTER
INSTALLATION OF FINISHES AT ARCHITECTS DIRECTION

CA4

4 ea.

Labor Hours:	15.27	\$ 49.73	Per Hour	\$ 759.38
Labor Hours OT:		\$ 70.93	Per Hour	\$ -
Foreman Hours:	1.5	\$ 53.85	Per Hour	\$ 81.92
Foreman Hours OT:		\$ 76.69	Per Hour	\$ -
TOTAL CRAFT HOURS		17		

Total Labor Dollars \$ 841.30

Material & Supplies:

Small Tools

Clean up

Manlift

Material Quote

	\$ 951.08
3% Labor	\$ 25.24
3% Labor	\$ 25.24
	\$ -
	\$ -

Total Material and Equip Cost \$ 1,001.56

OH&P 15% \$ 276.43

Subtotal: \$ 2,119.29

Permits:	N/A
B&O TAX	0.484% \$10.26

Total Scope Change: \$2,130

Submitted by: Robert C.Date: 11/12/04Title: PROJECT MANAGERPower City Electric
Tri-Cities Office639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK

**FRANKLIN COUNTY COURTHOUSE**

Pasco, Wa

Description: ADDED FIXTURES IN COURT 233 & RE-AIM ALL AFTER INSTALLED FINISHES
AT ARCHITECTS DIRECTION

DESCRIPTION	QTY	\$ EACH	\$ EXT	LABOR EA	LABOR EXT
TYPE "R10" FIXTURE	4	221.550	886.20	1.200	4.80
RE-AIM "R10" FIXTURES FOR APPROVAL	26	0.000	0.00	0.300	7.80
FREIGHT	1	50.000	50.00	0.000	0.00
12-2 STRANDED MC CABLE	30	0.370	11.10	0.045	1.35
MC CONNECTOR	8	0.352	2.82	0.090	0.72
TAN WIRE NUTS	12	0.080	0.96	0.050	0.60

TOTALS**951.08****15.27**

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK

Founded in 1936



Potential Change Order 055

Detailed, Grouped by Each Number - Portrait

Franklin County Courthouse
1016 N. Fourth Ave.
Pasco, WA 99301

Project # 998
Tel: 509-547-0588 Fax: 509-547-5092

Lydig Construction, Inc.

PCO #: 055 Add lifting/lowering devices to H2 fixtures at stairs 3 & 4 4/5/2005

Category	Reason	Reference
Change Order	Architect Directive	
Notes		

Summary:

Requested Days:

0

Itemized Details:

General Description	Proposed
Power City - Add lifing / Lowering devices to H2 fixtures at stairs 3 & 4.	10,484
10.00% Commission	1,048
00% Insurance Markup	115
1.00% Bond Markup	116
0.471% B&O Tax	55
Amount Proposed	11,820

PCO 55



SCOPE CHANGE PROPOSAL

From: POWER CITY ELECTRIC, INC.

To: LYDIG CONSTRUCTION

Job No: 30399 Job Name: FRANKLIN CO COURTHOUSE

Attention: SEAN GLAESEMANN

Work To Be Done:

Change Request No: PCO 036

Date of Proposal: 3/31/2005

Revision Date:

ASI #32

ADD LIFTING/LOWERING DEVICES TO H2 FIXTURES PER
ASI 32 (PCO 036) AT STAIRS 3 & 4.

Labor Hours:	34.60	\$ 49.73 Per Hour	\$ 1,725.13
Labor Hours OT:		\$ 70.93 Per Hour	\$ -
Foreman Hours:	3.5	\$ 53.65 Per Hour	\$ 108.11
Foreman Hours OT:		\$ 78.69 Per Hour	\$ -

TOTAL CRAFT HOURS 38

Total Labor Dollars \$ 1,911.25

Material & Supplies:

Small Tools

Clean up

Manlift

Material Quote

	\$ 7,046.81
3% Labor	\$ 57.34
3% Labor	\$ 57.34

Total Material and Equip Cost \$ 7,161.48

OH&P 15% \$ 1,360.91

Subtotal: \$ 10,433.64

Permits: N/A

B&O TAX 0.484% \$50.50

Total Scope Change: \$10,484

Submitted by: Robert C. LydigDate: 3/31/05Title: PROJECT MANAGER

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK



FRANKLIN COUNTY COURTHOUSE

Pasco, Wa

Description: ADD LIFTING/LOWERING DEVICES TO H2 FIXTURES PER ASI 32 (PCO 036) AT STAIRS 3 & 4.

DESCRIPTION	QTY	\$ EACH	\$ EXT	LABOR EA	LABOR EXT
1/2" EMT	120	0.732	87.84	0.045	5.40
3/4" EMT	50	0.813	40.65	0.051	2.55
1/2" EMT CONN	12	0.209	2.51	0.090	1.08
3/4" EMT CONN	2	0.699	1.40	0.095	0.19
1/2" EMT CPLG	12	0.141	1.69	0.045	0.54
3/4" EMT CPLG	5	0.157	0.79	0.047	0.24
1/2" EMT 1-HOLE STRAP	15	0.110	1.65	0.048	0.72
3/4" EMT 1-HOLE STRAP	6	0.123	0.74	0.049	0.29
1/2" STEEL FLEX	20	0.357	7.14	0.018	0.36
1/2" STEEL FLEX CONN	8	0.492	3.94	0.069	0.55
#12 THHN WIRE	240	0.063	15.12	0.008	1.92
4" SQ J-BOX	7	4.087	28.61	0.700	4.90
4" SQ 2-GANG RING	2	1.371	2.74	0.100	0.20
4" SQ 1-GANG RING	2	1.232	2.46	0.100	0.20
4" SQ BLANK	3	0.981	2.94	0.100	0.30
20A LOCKING RECEPT	2	4.657	9.31	0.180	0.36
#12 GRND PIGTAIL	7	0.371	2.60	0.070	0.49
4" EMT (QTY (2) 2'-0" SLEEVES)	4	5.400	21.60	0.104	0.42
4" EMT STRUT STRAP	2	1.731	3.46	0.048	0.10
1-5/8" STRUT	20	2.258	45.16	0.019	0.38
CADDY TSG816 BRACKET	2	3.149	6.30	0.112	0.22
MULTI CONDUCTOR CONTROL CABLE	170	0.450	76.50	0.010	1.70
FACTORY CORD FOR MOTOR	2	7.490	14.98	0.215	0.43
RELS-300-REM LOWERING UNIT	2	3250.000	6500.00	2.000	4.00
CONTROL PANEL	2	INCL'D	INCL'D	0.800	1.60
3P-6 PULLEY	2	75.000	150.00	0.500	1.00
MISC MOUNTING HARDWARE	1	15.000	15.00	0.500	0.50
TAN WIRE NUTS	21	0.080	1.68	0.050	1.05
CALIBRATE AND TEST	2	0.000	0.00	1.500	3.00

TOTALS

7046.81

34.69

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK



Potential Change Order 056

Detailed, Grouped by Each Number - Portrait

Franklin County Courthouse
1016 N. Fourth Ave.
Pasco, WA 99301

Project # 998
Tel: 509-547-0588 Fax: 509-547-5092

Lydig Construction, Inc.

PCO #: 056 Revise type F2 Fixtures.

4/5/2005

Category	Reason	Reference
Change Order	Architect Directive	Lydig ASI 33

Notes

This cost proposal includes the mounting of a remote ballast and hard conduit between ballasts in lieu of flex between fixtures.

Summary:

Requested Days:

0

Itemized Details:

General Description	Proposed
Power City - Revise type F2 fixtures proposal dated 4/5/2005	3,084
10.00% Commission	308
1.00% Insurance Markup	34
1.00% Bond Markup	34
0.471% B&O Tax	16

Amount Proposed 3,477

PCO 056

POWER CITY

Electric

CONTRACTORS

SCOPE CHANGE PROPOSAL

From: POWER CITY ELECTRIC, INC.

Change Request No: ASI #33

To: LYDIG CONSTRUCTION

Date of Proposal: 4/5/2005

Job No: 30399 Job Name: FRANKLIN CO COURTHOUSE

Revision Date:

Attention: SEAN GLAESEMANN

Work To Be Done:

ASI #33

REVISE TYPE "F2" FIXTURES AS SPECIFIED. INSTALL REMOTE BALLASTS
AND RACEWAY BETWEEN BALLASTS.

Labor Hours:	35	\$ 49.73 Per Hour	\$ 1,740.55
Labor Hours OT:		\$ 70.93 Per Hour	\$ -
Foreman Hours:	4	\$ 53.65 Per Hour	\$ 187.78
Foreman Hours OT:		\$ 76.69 Per Hour	\$ -

TOTAL CRAFT HOURS

39

Total Labor Dollars \$ 1,928.33

Material & Supplies:

Small Tools

Clean up

Manlift

Material Quote

3% Labor

3% Labor

Total Material and Equip Cost \$ 740.84

OH&P 15% \$ 400.37

Subtotal: \$ 3,069.54

Permits:

N/A

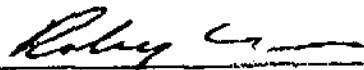
B&O TAX

0.484%

\$14.86

Total Scope Change: \$3,084

Submitted by:



Date: 4/5/05

Title:

PROJECT MANAGER

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK

**FRANKLIN COUNTY COURTHOUSE**

Pasco, Wa

Description: REVISE TYPE "F2" FIXTURES AS SPECIFIED. INSTALL REMOTE BALLASTS AND RACEWAY BETWEEN BALLASTS.

DESCRIPTION	QTY	\$ EACH	\$ EXT	LABOR EA	LABOR EXT
1/2" EMT	110	0.732	80.52	0.045	4.95
1/2" EMT WP CONN	48	0.532	25.54	0.090	4.32
1/2" EMT STRUT STRAPS	24	0.595	14.28	0.057	1.37
CADDY ROOFTOP PIPE SUPPORT BLOCK	24	11.400	273.60	0.371	8.90
LOT FIXTURE INCREASE	1 LOT	200.000	200.00	0.000	0.00
INSTALL REMOTE BALLASTS	24	0.000	0.00	0.350	8.40
MOUNTING PADS FOR FIXTURES	68	1.250	85.00	0.150	10.20
MOUNTING PADS FOR BALLASTS	20	1.550	31.00	0.150	3.00
MISC MOUNTING HARDWARE/ADHEASIVE	1	15.000	15.00	1.000	1.00
1/2" LIQUID-TITE FLEX (DELETED)	-28	0.622	-17.42	0.059	-1.65
1/2" LIQUID-TITE FLEX CONN (DELETED)	-56	1.471	-82.38	0.098	-5.49

TOTALS**625.14****35.00**

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
 (509) 547-9525 FAX (509) 547-3711 POWERCE994CK



Potential Change Order 059

Detailed, Grouped by Each Number - Portrait

Franklin County Courthouse
1016 N. Fourth Ave.
Pasco, WA 99301

Project # 998
Tel: 509-547-0588 Fax: 509-547-5092

Lydig Construction, Inc.

PCO #: 059 Add T-Bar Steel at courtroom skylight added per design session 4/12/2005

Category	Reason	Reference
Change Order	Architect Directive	

Notes
This T-Bar was added per the design session with Cardwell Architects and Reflection Studio's.

Summary:

Requested Days:

0

Itemized Details:

General Description	Proposed
Reflection Studio's - Supply and install T-Bar mullions in courtroom skylight.	6,920
Painting - Paint T-Bar mullions at courtroom ceiling glass	500
10.00% Commission	742
1.00% Insurance Markup	82
1.00% Bond Markup	82
0.471% B&O Tax	39

Amount Proposed 8,365

4/12/05

To: Sean Glaesemann
Lydig Construction

509-555-6622

From: Allen Drage
Reflection Studios

Fax 510-658-6138

cell: 415-215-2972

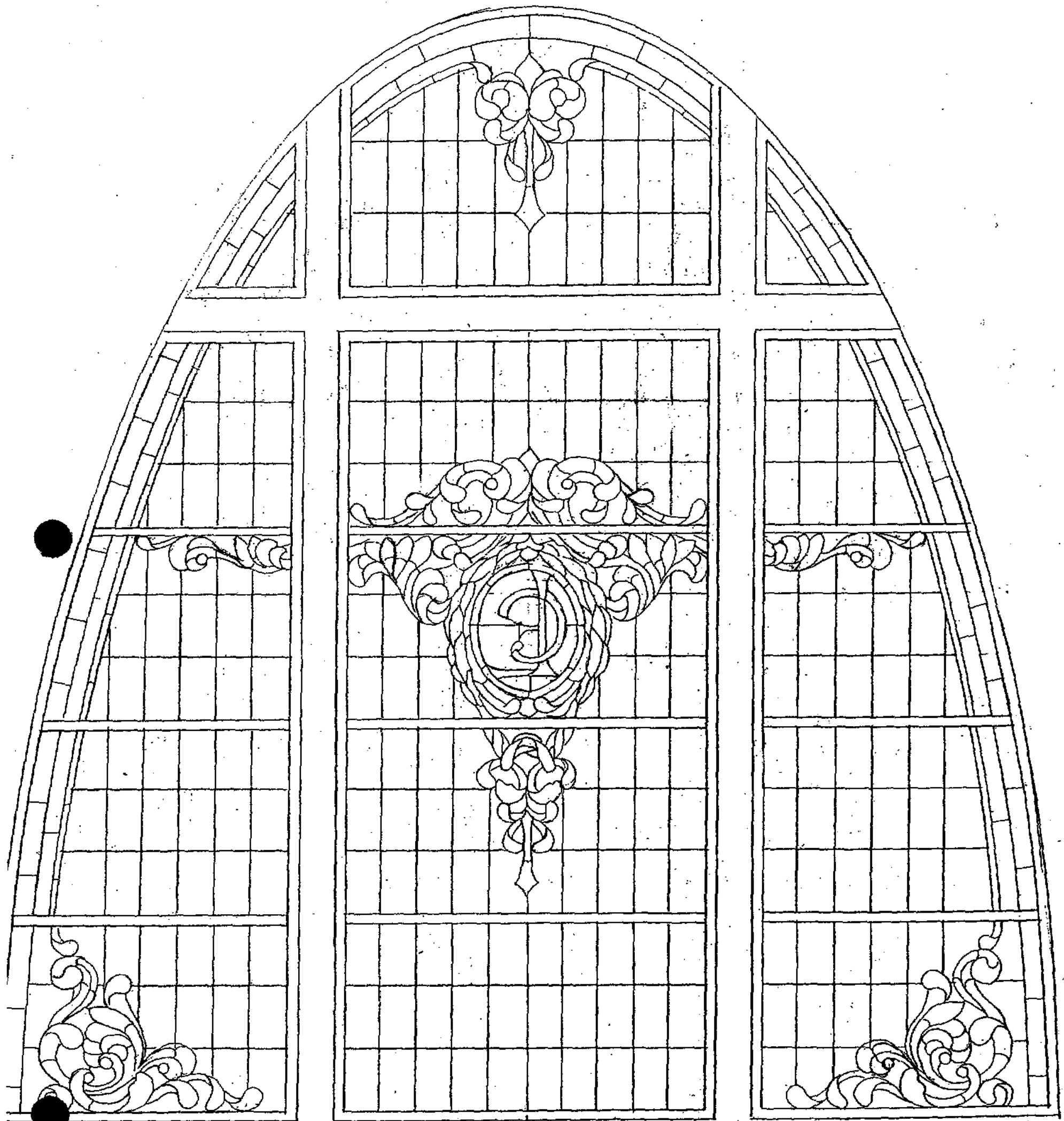
Request For Change Order(s)

1. Rush charge for completion
of Dome installation by 4/19/05

\$7,500-

2. Supply and install T bar
unallions (steel) in Oval Laylight.
These will be supplied shop
primed only - Rustoleum glass
charcoal grey (same as all
our reinforcing bars)

\$6,920



FRANKLIN COUNTY RESOLUTION NO. 2005 164

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF PASCO FOR A CO-SPONSORSHIP OF THE 2005 GRAND OLD 4TH AT THE TRADE RECREATION AGRICULTURAL CENTER (TRAC)

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 Interlocal Agreement between Franklin County and the City of Pasco for a co-sponsorship of the 2005 Grand Old 4th at the Trade Recreation Agricultural Center (TRAC).

APPROVED this 25th day of April 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
~~Don Ray - Kiwanis~~
CITY OF PASCO

cc: Accounting Department
County Administrator File

2005 164

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF PASCO
FOR CO-SPONSORSHIP OF 2005 GRAND OLD 4TH
AT THE TRADE RECREATION AGRICULTURAL CENTER (TRAC)**

THIS IS AN INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement"), entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Franklin County, Washington, a political subdivision of the State of Washington (hereinafter referred to as the "County") and City of Pasco, Washington, a municipal corporation (hereinafter referred to as the "City"). THIS AGREEMENT is made and entered into this ____ day of April 2005. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

1. PURPOSE

The parties hereto agree that it is to their mutual benefit, and the benefit of the citizenry, to offer citizens and their families an opportunity to celebrate our Nation's Independence through a multi-day and multi-faceted event. Subsequently, this Agreement is to provide a contract for the County and City to jointly and equally sponsor an event to be entitled the "Grand Old 4th" at TRAC scheduled for the 1st of July, 2005 through the 4th of July, 2005.

2. LOCATION

The Grand Old 4th shall be located at TRAC at 6600 Burden Boulevard, Pasco, Washington 99301, within Franklin County.

3. DEFINITIONS

- a. **"City"** shall mean the City of Pasco, Washington.
- b. **"Costs"** shall be any and all expenses and other monetary liabilities accrued in the management of the 2005 Grand Old 4th.
- c. **"County"** shall mean Franklin County, Washington.
- d. **"Expenses"** shall be any and all costs and other monetary liabilities accrued in the management of the 2005 Grand Old 4th.
- e. **"Management authority"** shall be the right to make any and all decisions on behalf of the parties hereto related to the organizing, the functioning, and administration of the entire 2005 Grand Old 4th, and shall further include the complete terms of Section 6.
- f. **"Parties"** shall mean the County and the City.

4. DURATION OF CONTRACT

This Agreement shall commence upon execution and shall expire on the 29th day of July, 2005, unless otherwise modified or terminated by the parties.

5. GUIDING PRINCIPLES

The County and City agree to the following guiding principles:

- 1. Superior communication between County and City officials, staff, and citizens is essential to the success of this Agreement.
- 2. In those instances where doubt or uncertainty exist, to err on the side of increased communication and clarification.
- 3. Plan and implement all projects and programs with the perspective of all stakeholders in mind.
- 4. Service delivery decisions will be based upon cost effectiveness.

6. COUNTY'S RESPONSIBILITIES:**2005 164**

As a party to this Agreement, the County shall exercise sole management authority over the entire 2005 Grand Old 4th on behalf of all parties included in this Agreement. Management authority shall include the following: 1) the scheduling, contracting, and expenditure of the total 2005 Grand Old 4th budget to secure services providers for the event, and 2) the organizing and management of the event from its inception to its conclusion on July 4, 2005, and 3) the collection and distribution of any and all revenues obtained from this event with a detailed accounting, and 4) comply with all terms and conditions incorporated herein.

7. CITY'S RESPONSIBILITIES:

As a party to this Agreement, the City shall comply with all terms and conditions incorporated herein. The City hereby grants the County all its rights, responsibilities, and authority, including management authority, to carryout this Agreement and the 2005 Grand Old 4th. Additionally, as an event co-sponsored by the City, the 2005 Grand Old 4th shall be exempt from the requirements of the City's special events permit regulations (required under Pasco Municipal Code (PMC) Chapter 5.25) except for those provisions pertaining to temporary sales events by non-Pasco business license holders.

8. BUDGET

The total budget for the 2005 Grand Old 4th shall be One Hundred Seventy Thousand (\$170,000.00) dollars. The County shall provide Eighty-five Thousand (\$85,000.00) dollars towards the budget of the 2005 Grand Old 4th. The City shall provide Eighty-five Thousand (\$85,000.00) dollars towards the budget of the 2005 Grand Old 4th. The County shall not be obligated to provide any additional funds beyond its \$85,000.00 share towards the total budget. The City shall not be obligated to provide any additional funds beyond its \$85,000.00 share towards the total budget. The total budgeted funds shall only be expended upon direct costs and expenses involved with the organizing and management of the 2005Grand Old 4th, provided, however, neither party shall charge for its staff time. All funds submitted shall be placed in the Franklin County 2005 Miscellaneous Expense Grand Old 4th Budget, Number 425-000-001. The County and City shall both submit an initial payment of \$40,000.00 to the fund by the 29th day of April 2005. The County and City shall both submit the remaining \$45,000.00 to the fund by the 1st day of June 2005. Following the aforementioned dates, said funds are non-refundable, unless mutually agreed and negotiated by both parties.

The total budgeted funds shall only be expended upon costs and expenses accrued involved with the organizing and management of the 2005 Grand Old 4th. The County shall have sole authority to expend the total budgeted funds. Accrued costs and expenses shall be equally divided among the parties hereto to include fifty percent (50%) assessed to the County and fifty percent (50%) assessed to the City, not to exceed the total amount of budgeted funds referenced above.

9. REVENUES

The County shall collect any and all owed revenues from the 2005 Grand Old 4th. The County shall deposit any and all collected revenues in the Franklin County 2005 Miscellaneous Expense Grand Old 4th Budget, Number 425-000-001. Upon collection of all revenues, the County shall promptly distribute fifty percent (50%) of said revenues to the City and shall maintain fifty percent (50%) of the revenues as its ownership share.

10. TERMINATION

This Agreement shall only be terminated prior to the period of its duration upon the mutual negotiation and agreement of both parties.

2005 164

11. DISPUTE RESOLUTION

In the event of a dispute between the County and City regarding the delivery of services under this Agreement, the County Administrator and the City Manager or their designated representatives shall review such dispute, review options for resolution, and enter into a mutually agreeable resolution on behalf of the parties. The mutually agreeable resolution of the County Administrator and the City Manager regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the County Administrator and the City Manager, the dispute may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

For the purposes of this section, any actions or decisions made by the County Administrator shall be subject to ratification by the Franklin County Board of Commissioners.

12. INDEMNIFICATION

The County shall indemnify and hold harmless the City, its agents, employees, and officers from the intentional acts of negligence, if any, arising from the acts or omissions of the County, its agents, employees, or officers as a result of this Agreement.

The City shall indemnify and hold harmless the County, its agents, employees, and officers from the intentional acts of negligence, if any, arising from the acts or omissions of the City, its agents, employees, or officers, as a result of this Agreement.

13. NOTICES

Any notice or demand from either party to the other shall be in writing and shall be deemed duly served if and when mailed by registered or certified mail, return receipt requested, to the addresses set forth below.

If to the County: Franklin County
 1016 North Fourth Avenue
 Pasco, WA 99301
 Attention: County Administrator

If to the City: City of Pasco
 525 North Third Avenue
 Pasco, WA 99301
 Attention: City Administrator

14. BENEFICIARIES OF CONTRACT

This Agreement is solely for the benefit of the County and the City and creates no rights or benefits of any type in any third parties.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. Previous drafts of the agreement or any portion thereof and any oral negotiations shall not be utilized in any manner by either party should any dispute arise as to the intent of the Agreement.

2005 164

16. RECORD KEEPING

The County agrees to maintain a detailed and accurate record of the use of all budgeted funds, including all costs and expenses actually incurred which shall be made available to the City upon request.

17. SEVERABILITY

In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

18. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

19. FILING OF AGREEMENT

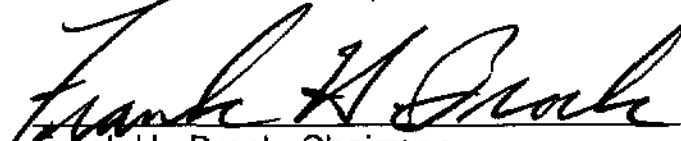
This Agreement shall be filed pursuant to the requirements of RCW 39.34.040.

20. EXECUTION IN COUNTERPARTS

The County shall execute the original of this Agreement. Each other party hereto shall sign a counterpart of the original of this Agreement. The parties hereto intend that all the signed counterparts taken together with the original will be considered as one original document, and given full force and effect as if all parties had signed one document.

IN WITNESS WHEREOF, Franklin County, Washington, has executed this Agreement by it's duly authorized officials as of this 25th day of April, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:

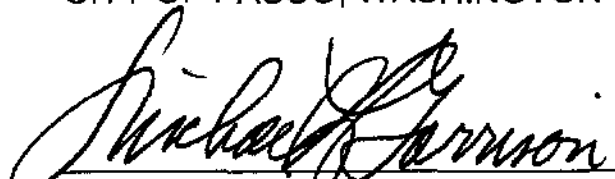


Franklin County Deputy Prosecuting Attorney

2005 164

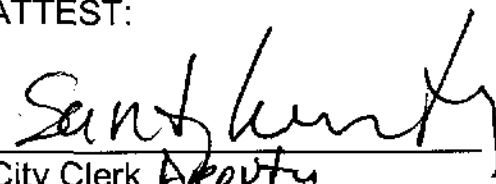
IN WITNESS WHEREOF, the City of Pasco, Washington has executed this Agreement by its duly authorized officials as of this 18th day of April, 2005.

CITY OF PASCO, WASHINGTON



Michael L. Garrison, Mayor

ATTEST:

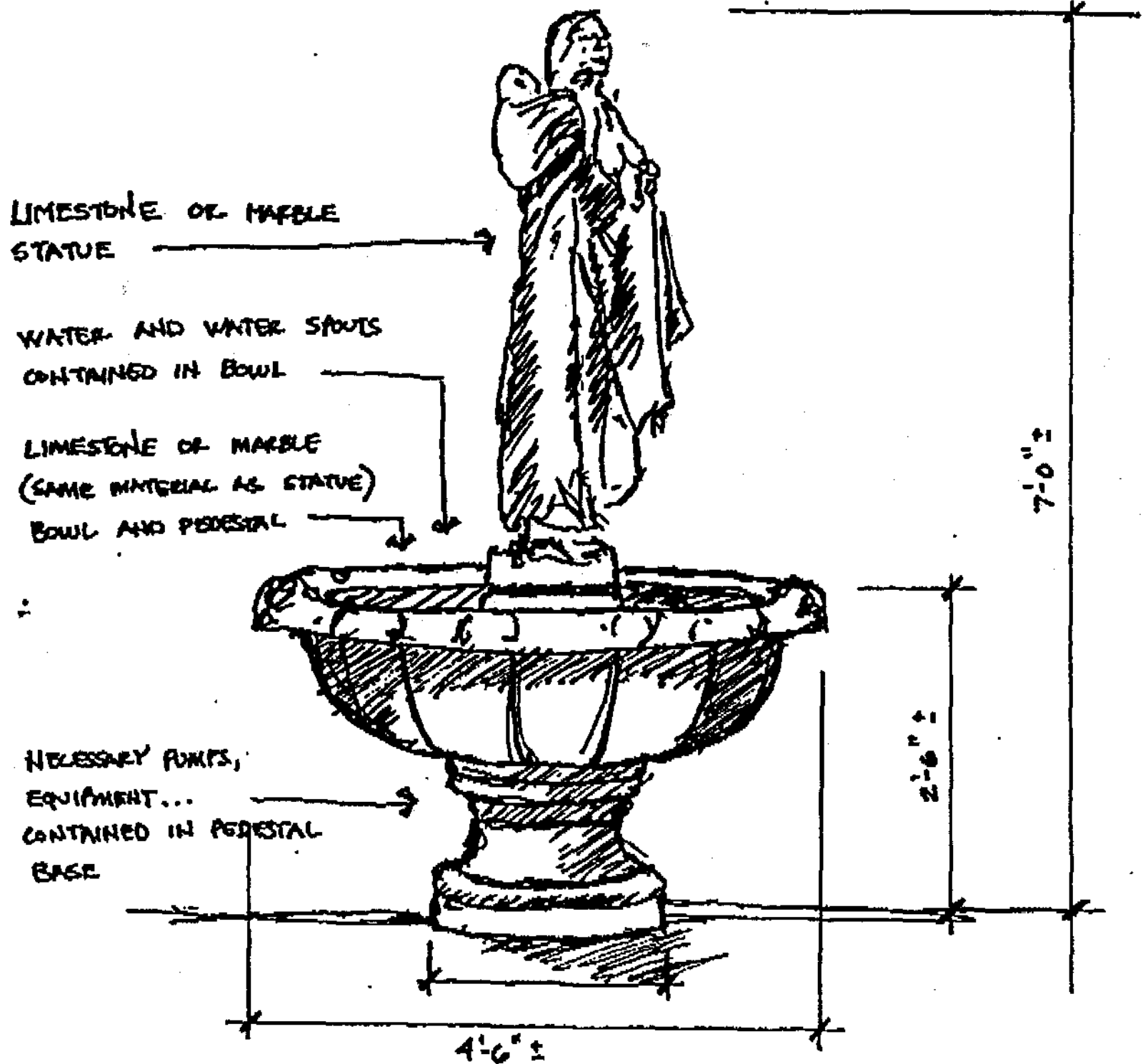


City Clerk, Deputy

APPROVED AS TO FORM:



Leland Kerr, City Attorney

DRAFT**PRELIMINARY
NOT FOR CONSTRUCTION**SACAGAWEA AND PARDOSE

N.T.S.

FRANKLIN COUNTY RESOLUTION NO. 2005 165

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND
KIWANIS OF PASCO TO PROVIDE CIRCUS ENTERTAINMENT JULY 1-
4, 2005 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND
OLD 4TH**

WHEREAS, Don Ray, Kiwanis Lieutenant Governor, agrees to provide circus entertainment July 1-4, 2005 in conjunction with the project designated Grand Old 4th as described in the attached Services Agreement; and

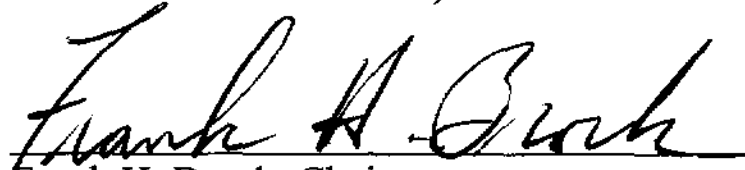
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 Services Agreement between Franklin County and Kiwanis of Pasco to provide circus entertainment July 1-4, 2005 in conjunction with the project designated Grand Old 4th.

APPROVED this 25th day of April 2005.

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



Frank H. Brock, Chair

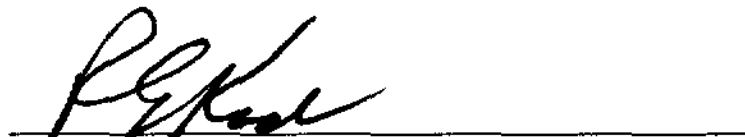


Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Don Ray - Kiwanis

cc: Accounting Department
County Administrator File

**SERVICES AGREEMENT BETWEEN
FRANKLIN COUNTY AND THE KIWANIS OF PASCO
TO PROVIDE CIRCUS ENTERTAINMENT
FOR 2005 GRAND OLD 4TH
AT THE TRADE RECREATION AGRICULTURAL CENTER (TRAC)**

2005 165

WHEREAS, the Grand Old 4th, hereinafter referred to as "COUNTY," and Kiwanis Division #54, hereinafter referred to as "CONTRACTOR," desire to enter into this Services Agreement to obtain entertainment services for the 2005 Grand Old 4th celebration at TRAC in Pasco, Franklin County, Washington.

NOW, THEREFORE, in consideration of the mutual promises, benefits, terms, and conditions contained herein, the parties hereto agree to enter into this Services Agreement containing the following terms and conditions:

The CONTRACTOR agrees to:

- 1) Hire and promote Circus Chimera for the 2005 Grand Old 4th at TRAC in Pasco.
- 2) Sell tickets for the public to attend Circus Chimera.
- 3) Comply with all applicable federal, state, and local laws, rules and regulations in performing this Services Agreement.
- 4) Comply with all the terms and conditions incorporated herein.

The COUNTY agrees to:

- 1) Provide the venue, TRAC, and access to such venue to CONTRACTOR to bring Circus Chimera to perform entertainment services to the general public attending the Grand Old 4th celebration.
- 2) Comply with all applicable federal, state, and local laws, rules and regulations associated with this Services Agreement.
- 3) Comply with all the terms and conditions incorporated herein.

Assignment and Modification:

Neither this Services Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of both parties. Any modification to any terms or condition of this Services Agreement must be approved in writing by both the COUNTY and the CONTRACTOR.

Entire Agreement:

The COUNTY and the CONTRACTOR mutually agree this Services Agreement is the complete expression of the parties' terms and conditions. Any oral or written representations or understandings not incorporated in this Services Agreement are specifically excluded.

Nondiscrimination:

The CONTRACTOR, its employees, agents, or representatives shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

2005 165

The COUNTY and the CONTRACTOR have caused this Services Agreement to be signed as follows and each represent by affixing their signature to this document that each has the authority to enter into this Services Agreement.

IN WITNESS WHEREOF, Franklin County, Washington, has executed this Agreement by it's duly authorized officials as of this 25th day of April, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Franklin County Deputy Prosecuting Attorney

IN WITNESS WHEREOF, the Kiwanis of Pasco, Washington has executed this Agreement by its duly authorized officials as of this 25th day of April, 2005.

KIWANIS OF PASCO,
FRANKLIN COUNTY, WASHINGTON


Don Ray, Lieutenant Governor