

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

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **Resolution 2005-171** for the Maintenance Agreement between Identix Incorporated and Franklin County Information Services, Client ID Number H0165, for the Corrections finger printer and associated equipment for a prepaid annual cost of \$9,780, effective May 1, 2005 through April 30, 2006, and authorizing the Chairman to sign said agreement on behalf of the Board.

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

ASSESSOR

Assessor Steve Marks met with the Board.

Gerald Wolfley property

Mr. Marks has talked to Gerald Wolfley about Mr. Wolfley's concerns that he spoke about with the Board.

Request for Application Fee Increase

Mr. Marks is proposing an increase in the application fee for open space designation. The fee has been at \$30. As far as Mr. Marks has been able to determine, it has been at \$30 since 1976. The WAC law allows the legislative authority to increase the fee. He has checked with other assessors. Benton County charges \$180. Most fees are in the \$100, \$150 or \$200 range. Franklin County receives about five applications a year.

Mrs. Corkrum asked if we do this by resolution or ordinance. She asked if we have to advertise the proposal for an increase. The Board decided to ask Chief Civil Deputy Prosecutor Ryan Verhulp to research the process. The Board had **consensus agreement** to increase the rates.

Farm and Ag Conservation Designation

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Mr. Marks told the Board about work that he is doing with the Planning Department to prepare guidelines for a farm and ag conservation designation. It will include the ability to transfer property from farm and ag designation to farm and ag conservation designation and a process to determine how the value will be set. The farm and ag conservation designation can be used if property may return to a viable farm at some time in the future. The Board will need to review and approve the guidelines after they are prepared.

DISPATCH

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

Bid Opening: Request for proposal for communications tower

Bid Opening convened at 9:30 a.m. Present: Commissioners Brock, Corkrum and Koch; Lieutenant Pat Hogan; Information Services Director Kevin Scott; and Clerk to the Board Mary Withers. Present in audience: Richard Siefken of Siefken & Sons Construction, Inc.

One bid was received:

Siefken & Sons Construction, Inc., in Richland Basic bid \$298,498.00

Mr. Hogan said the estimate was \$250,000. The tower was already paid for.

Mr. Koch asked what this bid is doing. Mr. Hogan said the work includes drilling, foundation, blasting, concrete, erect the tower, the shelter, fencing and final grading.

Mr. Brock asked Mr. Hogan and Mr. Scott to review the bid. The consultant will also review the bid.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Historic Courthouse Rehabilitation Bill

The Board reviewed a letter to Governor Gregoire asking her to approve the Historic Courthouse Rehabilitation bill that the Legislature passed.

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Motion – Mrs. Corkrum: I move approval to send the letter to Governor Gregoire regarding the historic courthouse rehabilitation bill. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 2)

Property Insurance

Hans Christenson with Willis has sent an email stating the county's property policy is set to expire July 1, 2005. and asking if the county would like to extend to October 1, 2005, to coincide with other county property policies. The Board decided to extend the policy.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Realignment of Sylvester Street

The Board asked Mr. Fife to review a proposal from City of Pasco to realign Sylvester Street to be two lanes with a center turn lane. It currently is four lanes with no center turn lane and small shoulders. Mr. Fife said the change will make it safer. The Board asked Mr. Fife to respond to the City of Pasco's form.

Paving of gravel roads

Mr. Brock asked Mr. Fife to begin work to pave some gravel roads now. Mr. Fife will bring a spreadsheet showing the Board the available funds. He said the revenues have stayed pretty much the same but the costs have gone up for asphalt and salaries. There may not be funds available to do paving at this time.

Mrs. Corkrum said we need a citizens' committee regarding the 2/10ths of 1% tax proposal. We need to work with the City of Pasco.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for the approval of County Road Fund \$136,648.89; Motor Vehicle and Public Works Equipment Fund \$25,709.10; and Solid Waste Fund \$1952.52. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 3)

Supplemental Agreement between Sargent Engineers, Inc., and Franklin County

Mr. Fife asked for approval of a supplemental agreement with Sargent Engineers, Inc., for engineering work on county bridges.

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Motion – Mr. Koch: I move that we accept the supplemental agreement between Sargent Engineers and Franklin County. This is Resolution 2005-172. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 4)

Chip Sealing

Mr. Fife said we are not keeping up on the chip sealing so the funds for additional paving of gravel roads may not be available right now.

Update: East Foster Wells Extension Phase II

Mr. Fife gave the Board a copy of an update on East Foster Wells Extension Phase II (Exhibit 5). A meeting was held on March 15, 2005, with the South Columbia Basin Irrigation District (SCBID). The Bureau of Reclamation will also be involved.

Road 54 Board Launch

The City of Pasco is taking the boat grant to their Park Board and then their city council for review. The first portion of the funding is to do the boat launch. The restroom, picnic area and a portion of the parking area aren't included in the first portion. Stan Strebel of the City of Pasco asked Mr. Fife to ask the Board if the county is committed to helping complete that project subject to finances at a later date. The Board said once we turn it back, we won't be helping financially. The Board can say we're committed to helping finish it subject to available funds that could be allocated in that area.

The urban funds currently available are committed to Wernett Road. However, there should be more funds available than required to complete Wernett Road. Some other possible projects were named.

Recessed at 10:06 a.m.

Reconvened at 10:15 a.m.

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Open Space

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Mrs. Corkrum asked Mr. Verhulp to research the process to change the application fee for open space designations for the Assessor's Office. The assessor is proposing a change from \$30 to \$150.

Executive Session at 10:18 a.m. regarding potential litigation expected to last 10 minutes.

Open Session at 10:28 a.m.

Affordable Housing Policy

Mr. Verhulp told the Board they need to review the proposed Affordable Housing Policy and then have a workshop with the Board, Mr. Verhulp and Prosecutor Steve Lowe. A date was set for a workshop.

Communications Tower Bid

The bid notice said bids for the communication tower had to be in our office received by 9:30 a.m. on May 2. A second bid was received today at 10:30 a.m. It was sent next-day express on April 29 but was not received until now.

Mr. Bowen and Mr. Verhulp both said the bid cannot be opened. Mr. Bowen said all bids can be thrown out and the bid process started over again. The late bid will be returned unopened to the bidder after the Board takes official action, expected to occur on May 4.

COUNTY ADMINISTRATOR (continuing)

Land Sale

Mr. Bowen asked if the Board wants to sell the remaining property near TRAC consisting of Lots 3, 4, 7, 8 and 9. Lot 5 has been sold. In the past, Lots 3 and 7 were being considered to be saved for overflow parking. Mrs. Corkrum would like to sell the lots.

There was discussion about whether the land could be sold through an auctioneer. Mr. Brock said he would not favor selling through an auctioneer.

Mr. Bowen asked if the Board is interested in saving any lots. Mr. Brock would like to save Lots 3 and 7. Mrs. Corkrum thinks the extra parking space is not needed.

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She thinks the six-acre parcel that is blacktopped is sufficient. Mr. Koch said at this point, he would favor keeping Lots 3 and 7 and then reconsider selling them later.

The Board decided to sell Lots 4, 8, and 9. Mr. Brock and Mrs. Corkrum would prefer to let the City of Pasco handle the sale.

The Board talked about whether or not to split the three southern lots and keep the lower half of each of the three for future projects. They decided not to do so at this time.

MINUTES

Motion – Mr. Koch: I move that we accept the minutes of April 18, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.


Adjourned at 10:55 a.m.

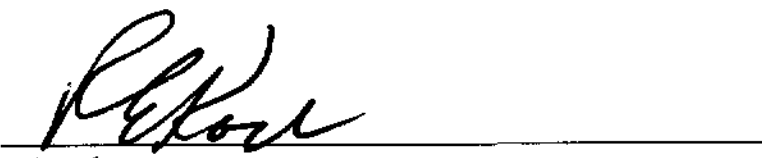
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until May 4, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed May 16, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 171

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: MAINTENANCE AGREEMENT BETWEEN IDENTIX INCORPORATED AND FRANKLIN COUNTY INFORMATION SERVICES, CLIENT ID NUMBER H0165, FOR THE CORRECTIONS FINGER PRINTER AND ASSOCIATED EQUIPMENT

WHEREAS, the Information Services Director received a Maintenance Agreement from Identix Incorporated for renewing the service contract for the Corrections finger printer and associated equipment; and

WHEREAS, Franklin County Resolution 2003-247 and 2004-180 approved the previous maintenance agreements with Identix, same client identification number; and

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

WHEREAS, the Board of Franklin County 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 Maintenance Agreement between Identix Incorporated and Franklin County Information Services, Client ID Number H0165, for the Corrections finger printer and associated equipment for a prepaid annual cost of \$9,780, including tax, effective May 1, 2005 through April 30, 2006.

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 2nd day of May 2005.

Approved as to Form:



Ryan E. Verhulp
Chief Deputy Prosecutor

Attest:



Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Gorkum, Chair Pro Tem



Robert E. Koch, Member

Originals: Auditor
Minutes
Identix Incorporated

cc: Information Services
Corrections

EXHIBIT 1
May 2, 2005

MAINTENANCE AGREEMENT ADDENDUM

Your System ID# is: H0165 Please reference this number when placing a service call.

EQUIPMENT LOCATION

Franklin County Information Services
1016 North Fourth Avenue
Pasco, WA 99301

The "System" that is the subject of this Addendum is as follows:

<u>Model</u>	<u>Description</u>	<u>Qty</u>	<u>Helpdesk*</u> <u>Cost/Yr.</u>	<u>9/5**</u> <u>Cost/Yr.</u>	<u>24/7***</u> <u>Cost/Yr.</u>	<u>Preventative****</u> <u>Cost/Time</u>
1133H	TENPRINTER® S/N H0165	1	\$4,620.00	\$4,920.00	\$5,580.00	\$120.00
***5701LD	Double sided image printer S/N 11-LAM80	1	360.00	420.00	480.00	85.00
***PSWU-5701LD	Printer Output Software		360.00	420.00	480.00	.00
M107	Slap-To-Roll Matcher S/W	1	300.00	300.00	360.00	.00
11803-00	Demographic Interface	1	780.00	840.00	1,020.00	.00
DNU-WA2	Direct NIST, UNIX, WA S/W	1	360.00	420.00	480.00	.00
M100	Criminal Card Package	1	.00	.00	.00	.00
56001-2	Bar Code Software	1	.00	.00	.00	.00
M132-2	Unique Number Software Development	1	.00	.00	.00	.00
M105	WSQ Compression Software	1	.00	.00	.00	.00
Total (Annual except for Preventative)			\$6,780.00	\$7,320.00	\$8,400.00	\$205.00

***Formerly both model numbers for the printer & software were combined; this is now broken out into 2 line items.

PERIOD OF COVERAGE:

*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

**Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

***Parts plus on site support 24 hours a day, 7 days a week.

****Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

EFFECTIVE DATE:

May 1, 2005 through April 30, 2006

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

☐ Helpdesk price = \$6,780.00 per year - Annual prepayment.

☒ 9/5 price = \$7,320.00 per year - Annual prepayment.

☐ 24/7 price = \$8,400.00 per year - Annual prepayment.

☒ Preventative Maintenance Visits at \$205.00 per time x 12 times per year = \$ 2460.

TOTAL Cost \$ 9780 Maintenance plus Preventative price (if any).

Please check type of preferred billing: ☒ Annual Invoice or ☐ Quarterly Invoice or ☐ Monthly Invoice

IDENTIX INCORPORATED

5600 Rowland Road

Minnetonka, MN 55343-4315

Attn: Contracts Administration

BY: Cindi Johnson

NAME: Cindi Johnson

TITLE: Contracts Administrator

DATE: December 30, 2004

FRANKLIN COUNTY INFORMATION SERVICES - WAFRANK

Billing Address:

1016 North Fourth Avenue

Pasco, WA 99301

P.O. #:

BY: Frank H. Brock

NAME: Frank H. Brock

TITLE: Chairman

DATE: May 2, 2005

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. THIS IS NOT AN INVOICE

IDENTIX INCORPORATED, 5600 ROWLAND ROAD, MINNETONKA, MN 55343-4315 PHONE 952-932-0888, FAX 952-852-8747
CONFIDENTIAL PRICING INFORMATION

IDENTIX INCORPORATED SYSTEM MAINTENANCE TERMS AND CONDITIONS

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for

which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Identix' *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix' Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a

significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to

provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.

- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or components not authorized by Identix are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in

environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

The term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of

thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

(INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

May 2, 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

May 2, 2005

The Honorable Christine Gregoire
Office of the Governor
P.O. Box 40002
Olympia, WA 98504-0002

Dear Governor Gregoire:

We are very excited about the Historic Courthouse Rehabilitation bill that will be coming before you for your consideration. Our county is already under reconstruction of a 93-year old magnificent structure built in 1912. (Please see enclosed photograph.)

With all that has happened in our nation, prices have gone up considerably. We have been caught in the middle between planning and construction. We asked the voters for approval to fund the courthouse restoration, which they did. Between planning and design two years had passed. By the time construction bids came in, we were short 1.7 million dollars over the dollars we had available.

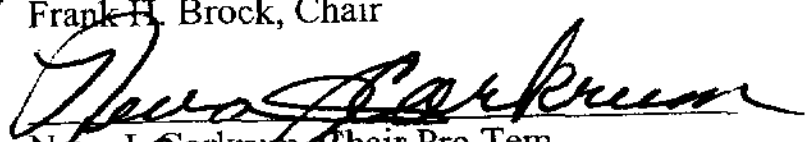
We are struggling to complete our project. This bill is very important to us and to all counties throughout Washington State.

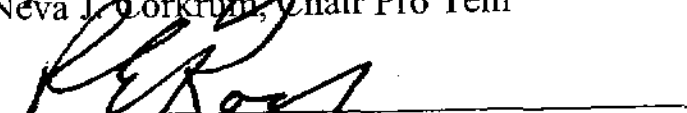
Thank you for your support.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Enclosure

cc: WSAC
File/LB

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$136,648.89 ON THIS 6TH DAY OF MAY 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00

Frank A. Brock
 Board Member

Anna Carbrun
 Board Member

R. K. ...
 Board Member


Voucher #	Claimant	Purpose	Amount
	ADVANCE TRAVEL FUND	reimburse advance travel fund	60.00
	AMERIGAS	propane/tank rental	88.74
	BRUTZMAN'S, INC.	copy paper/air duster/highlighters/disketts	304.72
	CENTRAL HOSE & FITTINGS	brass hose mender/utility knife	24.48
	FASTENERS, INC.	hex nuts/bolts/washers/rod/wedge anchor	61.49
	FEDEX	shipping charges	43.67
	FRANKLIN CO AUDITOR	recording fees	22.00
	FRANKLIN CO GRAPHIC	advertisement	144.00
	FRANKLIN CO INFO SERVICES	reimbursement/broadband	922.21
	G&R AG PRODUCTS	nozzle/check valve/hose/mesh screen	643.25
	IRRIGATION SPECIALISTS	stretch-n-lock tee	2.72
	J-U-B ENGINEERS, INC.	professional services	1722.58
	LOURDES BUSINESS HEALTH	professional testing	75.00
	J.J. KELLER & ASSOCIATES	safety manual subscription	298.36
	NORTH COUNTY SWEEPING	power sweeping	4193.42
	SEDGWICK CMS	industrial insurance	1169.05
	WASHINGTON TRUST BANK	retainage pay est#4/CRP576/CRP577	2045.98
	WILLIAM B. & SHARON K. STREBIN	right-of-way acquisition	330.00
	MVPW EQUIPMENT RENT-ER	equipment rental Apr 05	60229.46
	MVPW EQUIPMENT RENT-PITS	rock supply for Apr 05	21957.12
	PORT OF PASCO	rent on bldg and land	3184.64
	TOMMER CONSTRUCTION	pay est#4/CRP576/CRP577	38873.57
	U.S. LINEN	service	185.05
	W.W. GRAINGER, INC.	rechargeable battery	67.38

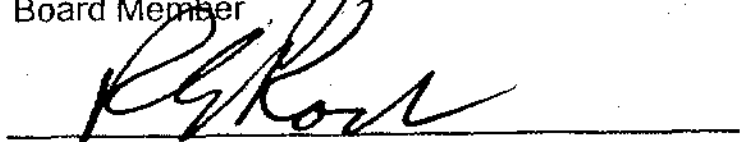
VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$25,709.10 ON THIS 2ND DAY OF MAY, 2005.

MV&PW EQUIPMENT FUND
500 000 001
548.60


Board Member


Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Misc. parts	280.98
	City of Pasco	Monthly service (03/07/05-04/08/05)	40.63
	Clyde West	Dump door assy.	2,625.70
	Columbia Basin Paper	Fork knives, glass cleaner, towels	142.69
	Connell Grange	Gaskets, couplers	4.51
	Critzer Equipment	Dura-Max, starter, ejector, 8-pin modular, strobe	9,144.38
	Day Wireless Systems	Radio (Dodge Magnum)	568.52
	Direct Automotive	Switch	189.30
	Empire Rubber & Supply Co.	Timing belts	233.93
	Fasteners	Tension pin	5.71
	IBS Incorporated	Positive/negative battery ends	99.76
	Mountain Oil, Inc.	Unleaded for Sheriff vehicles	90.20
	Altec Industries, Inc.	Maintenance & parts manual	62.70
	Auto Shades	Window tint (Dodge Magnum)	167.87
	Intoximeters	Breathalyzer equip. & supplies (Dodge Magnum)	463.52
	Newman Signs	Misc. road signs	3,164.90
	Ranch & Home	Propane, bed liner	296.73
	RDO Equip. Co.	Ball bearing, boot	57.23
	Russ Dean Ford	Fog bracket, supports, bolts, sensor assy.	194.56
	SAS Auto Electric	Starter	139.49
	Setina MFG. Co., Inc.	Roll bar/Cage (Dodge Magnum)	577.65
	Six States Distributors	Core return, trailer spring, space assy, lock nut	243.43
	Special Asphalt Products	Wand assy.	576.83
	TIFCO Industries	Credit, tire patch, clamps, washers, screws, nuts	126.71
	Tri-Cities Battery & Auto Repair	Batteries	283.00
	Tri-City Paints True Value	Tack cloth, reducer, wax, mixed paint	51.97
	U.S. Linen	Monthly linen services	242.08
	Wingfoot Commercial Tire, Inc.	Tires	302.63
	Wondrack Distributing	Leaded/unleaded	5,331.49

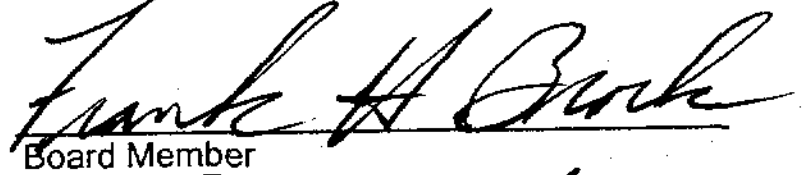
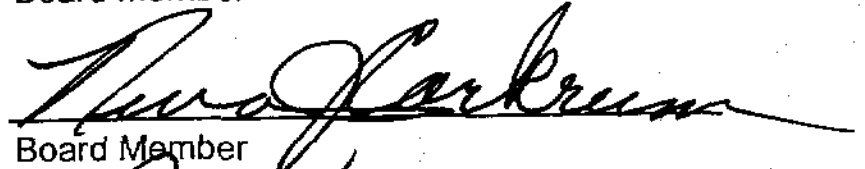
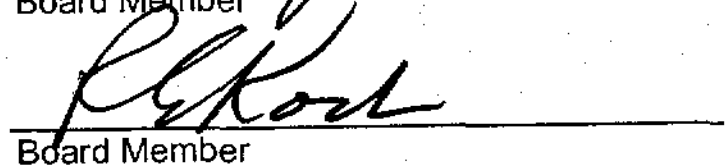
VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$1,952.52 ON THIS 6TH DAY OF MAY 2005.

SOLID WASTE FUND

152 001 001

539 10


Board Member
Board Member
Board Member

Voucher #	Claimant	Purpose	Amount
	FRANKLIN CO INFO. SERVICES	scan charges/global crossing/inbound services	33.32
	KEEP AMERICA BEAUTIFUL, INC.	rubber band bracelets/green	1489.25
	SAFETY-KLEEN	fluorescent bulbs	429.95

FRANKLIN COUNTY RESOLUTION NO. 2005 172

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: SUPPLEMENTAL AGREEMENT NO. FC-BR-96-001, BETWEEN SARGENT ENGINEERS, INC. AND FRANKLIN COUNTY

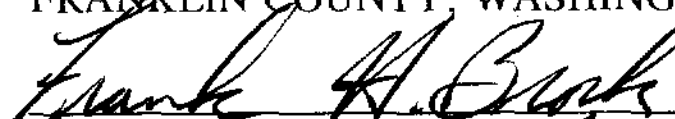
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

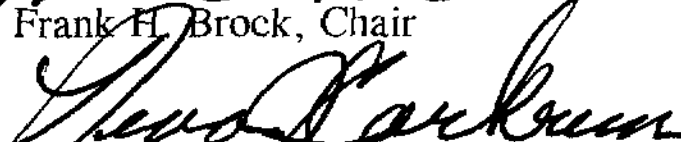
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached Supplemental Agreement as being in the best interest of Franklin County.

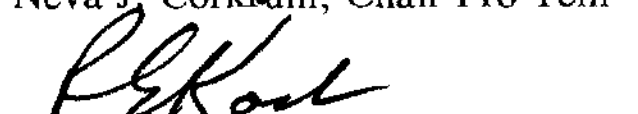
NOW, THEREFORE, BE IT RESOLVED that the attached Supplemental Agreement between Franklin County and Sargent Engineers, Inc. is hereby approved by the Board.

APPROVED this 2 day of May, 2005.

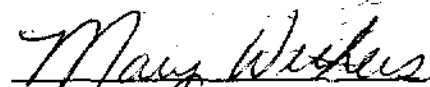
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board



Washington State
Department of Transportation

Supplemental Agreement

Agreement Number

FC-BR-96-001

Project Number

Organization and Address

Sargent Engineers, Inc.

320 Ronlee LN NW

Olympia, WA 98502

Phone

Ph.: (360) 867-9284 Fax: (360) 867-9318

Project Title

Bridge Engineering Consulting Services

New Maximum Amount Payable

\$ 400,000.00

Description of Work

Bridge Engineering Consulting Services

The Local Agency of Franklin County

desires to supplement the agreement entered into with Sargent Engineers, Inc.

and executed on 10/16/1996 and identified as Agreement No. FC-BR-96-001

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

N/A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read:

III

Section V, PAYMENT, shall be amended as follows:

N/A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Sargent Engineers, Inc.

By: Franklin County Public Works

[Signature]

Consultant Signature

[Signature]

Approving Authority Signature



J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

Regional Office
2810 W. Clearwater Avenue, Suite 201
Kennewick, WA 99336

509-783-2144
Fax: 509-736-0790
www.jub.com

MEMORANDUM

TO: Mr. Shannon McDaniel, Manager
South Columbia Basin Irrigation District
1135 E. Hillsboro Street, Suite A
Pasco, WA 99301

FROM: Travis A. Marden, P.E.
Project Engineer
J-U-B ENGINEERS, Inc.

DATE: April 11, 2005

RE: East Foster Wells Road Extension Phase 2
Memorandum of Understanding for March 15, 2005 Meeting

A status meeting regarding the proposed extension of East Foster Wells Road across property owned in fee by the United States Bureau of Reclamation (USBR) and operated by the South Columbia Basin Irrigation District (SCBID) was held on March 15, 2005 in the office of Shannon McDaniel, Manager of SCBID. Those in attendance were as follows:

Rick Door and Travis Marden, J-U-B ENGINEERS, Inc.
Time Fife and Matt Mahoney, Franklin County Public Works Department
Shannon McDaniel and Hugh McEachen, South Columbia Basin Irrigation District
Craig Conley, United States Bureau of Reclamation

The purpose of this meeting was to discuss the revisions made to the proposed layout of the Smith Canyon Crossing. Per comments made at our on-site meeting with Mr. McEachen and Mr. Conley on October 25, 2004, changes were made to the drainage structure type and size, a proposed parking area and informational signage was added, and roadway fencing was included in the preliminary layout. Discussions at our previous meeting are documented in a memorandum of understanding dated December 1, 2004.

The meeting began with a discussion of the proposed wildlife crossing structure. J-U-B proposed a bottomless arch structure approximately 22 feet wide by 12 feet in height, similar to the wildlife crossing structure being erected on SR240 as part of the WSDOT I-182 to Columbia Center Interchange project now under construction. We discussed the openness index and how it's used as a method to calculate the minimum open space required for large animals to use an underpass structure as a method of passage. Mr. McEachen stated that the district occasionally uses a tractor and disc to cultivate the ground within Smith Canyon and any structure should be sized to allow this equipment to travel through the structure as well. J-U-B requested approximate measurements of the equipment from SCBID. Based on the dimensions of the equipment it may be necessary to look at a short single span structure to provide adequate vertical clearance and width.

J-U-B noted that the planting details on the proposed layout is very simplified but the Habitat Management Plan for the area was never received from USBR or SCBID. It is the intent of J-U-B to





Engineers Surveyors Planners

utilize similar planting species and concentrations as previously used by SCBID. We began discussing the habitat management currently taking place in Smith Canyon. J-U-B again requested a copy of the Habitat Management Plan for the area, to which Mr. Conley stated there isn't a published plan he could provide us. Franklin County stated that this area doesn't show up on any maps as being an area of importance to wildlife or habitat. Mr. Fife strongly recommended the SCBID prepare a document and submit to the planning department for inclusion in their maps so this problem doesn't arise again.

A discussion regarding access to the property and the proposed parking area and informational signage then took place. We discussed the lot size and type of traffic that would be allowed. SCBID doesn't necessarily want to limit access but would rather have limited access so only foot and equestrian traffic would be allowed outside the enclosed parking area. The wording on the informational sign was discussed and Franklin County stated that it can say whatever SCBID would like it to say. It was stated the district could use it as a public relations resource.

Our meeting reverted back to the access issues associated with the crossing. SCBID utilizes two dirt roads within Smith Canyon to perform maintenance. One road, dubbed the low road, is located near the drainage channel at the bottom of the canyon and gets the most use. The second road, termed the high road, gets used when there is enough precipitation or wasteway drainage to make the low road impassible. It is important that two access roads be provided when the project is complete. We discussed one crossing under the proposed roadway large enough for their maintenance equipment to travel and one off of the extension of East Foster Wells near the east boundary of the USBR property. The approaches to the "high road" will be gated so public access is confined only to the designated parking area.

A brief discussion ensued regarding the need for the road. J-U-B and Franklin County went over some of the public needs brought up during the needs and location analysis. Someone mentioned emergency access and impacts to emergency response when Ice Harbor Dam closed vehicular access across the river and the isolation that causes to a large portion of the County east of Smith Canyon.

Mr. McDaniel stated it was his opinion that the County would need to continue working with USBR on the crossing. He provided us with the contact information for Jerry Kelso, Yakima Area Manager. His phone number is (509) 575-5848. Mr. McDaniel stated that if the plan meets the needs of the SCBID then USBR will go along with it, but doubts the board will approve it without initial approval from USBR. He will present the preliminary layout and crossing structure information to the board at the next meeting.

cc: Hugh McEachen, SCBID
Stephanie Utter and Craig Conley, USBR
Tim Fife, Franklin County
Franklin County Board of County Commissioners

