

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for June 27, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; and Mary Withers, Clerk to the Board. Fred Bowen, County Administrator, was absent to take care of county business regarding the Grand Old 4th event at TRAC.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion – Mr. Koch: I so move that we accept the consent agenda for June 27, 2005, as presented:

1. Approval of **Resolution 2005-257** for disposal of the following property as identified on the *Franklin County Storage – Salvage* form received from the Trade, Recreation and Agricultural Center.
 - Chairs: Franklin County Tag Numbers 956, 2076, 703, 432, 1403, 1169, 3020, 605, 770, 575, 516, 309, 378, and 584. (Exhibit 1)
2. Approval of **Resolution 2005-258** for an amendment to the agreement, #0363-26858-5, between the Department of Social and Health Services (DSHS), Division of Alcohol and Substance Abuse (DASA), and Benton-Franklin Counties' Department of Human Services, effective April 1, 2005 through June 30, 2005, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 2)
3. Approval of **Resolution 2005-259** for an amendment to the agreement, number 0305-DD-ARC-4, between the ARC of Tri-Cities and Benton-Franklin Counties' Department of Human Services to provide individual and family assistance for the Partners n Pals 2005 summer day camp, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 3)
4. Approval of **Resolution 2005-260** for the agreement between Qwest Corporation and Franklin County, Agreement Number WA52807, for telecommunications service utilizing Integrated Services Digital Network Primary Rate Service (ISDN PRS), effective on the date on which it is executed by Qwest, for a period of thirty-six months, at a cost of \$1,170 per month, plus applicable taxes, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 4)

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

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In response to Mr. Koch's question about the surplused chairs at TRAC, they are junked.

Mr. Brock asked where the funds come from for item 4 of the consent agenda. Ms. Shults will find out. The correct information will be on the resolution.

TRAC Resolution

Ms. Shults explained the request for a temporary special event change funds line item in the TRAC budget.

Motion - Mr. Koch: I move for approval of **Resolution 2005-261** creating line item 575.51.49.0008 entitled "Temporary Special Event Change Funds" within the 2005 Miscellaneous TRAC Operations Fund, Number 404-000-001; authorizing the Auditor to issue a warrant or warrants to TRAC and the Treasurer to release said warrant or warrants, not to exceed \$25,000 for the Grand Old 4th event; and directing TRAC to reimburse line item 575.51.49.0008 with all temporary change funds utilized, deposited with the County Treasurer's Office within 30 days of completion of the Grand Old 4th event. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 5)

Vouchers/Warrants

Motion - Mrs. Corkrum: I move for approval of payment of the following vouchers/warrants: Current Expense warrants 45757 through 45797 for \$134,601.08; Current Expense warrants 45798 through 45840 for \$46,747.13; Courthouse Renovation Fund warrants 347 through 350 for \$17,800.38; Sheriff's Narcotic Trust warrant 232 for \$1,823.70; Grand Ole Fourth warrants 17 through 22 for \$4,098.06; Election Equipment Revolving warrant 271 for \$739.00; TRAC warrant 8593 for \$15,000.00; and Growth Management warrant 205 for \$1,174.06; for a total of \$221,983.41. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Motion - Mr. Koch: I move we accept the warrants for salary clearing payroll in the amount of \$513,363.78: warrants 37609 through 37725 for \$161,980.68; warrants 37726 through 37736 for \$153,264.07; and Direct Deposit for \$198,119.03. Second by Mrs. Corkrum. 3:0 vote in favor.

The cover sheet also includes the following amounts:

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Emergency Management Payroll warrants 7239 through 7249 for \$3592.89; warrants 7250 through 7258 for \$3959.85; and Direct Deposit for \$6,744.61; for a total of \$14,297.35; and

Irrigation Payroll warrants 10930 through 10943 for \$7137.01; and warrants 10944 through 10951 for \$3249.40; for a total of \$10,386.41. (Exhibit 7)

Affordable Housing

Motion – Mrs. Corkrum: I move for approval of letters to Lauri Sherfey and Kay Hendrickson thanking them for their work on the Affordable Housing. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

EXTENSION OFFICE

Extension Agents Kay Hendrickson and Jean Smith met with the Board.

Affordable Housing Report

Ms. Hendrickson gave the Board the Affordable Housing report created after the workshop sessions mediated by Extension Agents Lauri Sherfey and Kay Hendrickson last week.

English as a Second Language Grant Proposal

Ms. Hendrickson reminded the Board that they said she could use the Commissioners Meeting Room and/or the downstairs area of the Courthouse Annex for meetings of a group. She said Washington State University is requiring that the Board give a letter of support saying you support the child care vocational English as a second language grant proposal and that you would use the meeting space and maintenance as the county's contribution to the program. The value of the in-kind commitment for the grant is about \$2000. The Board asked Ms. Hendrickson to prepare the letter supporting the project and stating Franklin County's contribution to the project will be to allow use of space and maintenance.

Motion – Mr. Koch: I so move that we accept that proposal. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 9)

Ms. Hendrickson explained how the \$2000 figure was arrived at, using costs per square foot and per hour. The class size is expected to be 20 to 30 people.

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Animal Sciences

Jean Smith is the extension educator for animal sciences for Benton and Franklin Counties. She gave the Board a printed report about the work she does. About 35% to 40% of her time is dedicated to the youth animal science program. In Benton and Franklin Counties, more than 1100 kids and about 270 adult leaders are involved.

The youth program has refocused from winning in the show ring to producing a market animal that is safe, wholesome and high quality. Steer of Merit and Lamb of Merit programs include carcass evaluations. The first Steer of Merit program was done in 1979. The Franklin County Cattlemen support the program with cash awards amounting to about \$3000.

There have been difficult problems of marketing swine because of quality. A couple of meat packers closed their doors as far as accepting the show animals. Only one meat packing plant in the Pacific Northwest will buy show pigs. Another educational program was initiated by National Pork Board in 2001. Last year we required the exhibitors to go through the Pork Quality Assurance Program. It teaches about issues associated with food safety and end product quality and some of the management practices that impact that. The youth learn to read and understand medication labels and use them appropriately. They understand what the ideal market hog is in terms of trying to get them refocused from the ultra lean pig to what is acceptable. We have started making some big strides.

About 90% of the pigs that are sold at the fair go to the packing plants. About 98% of lambs go to the packing plants. For steers, the percentage is smaller, with probably over 50% going to packing plants.

Shaving the pigs and oiling the pigs interferes with the processing plant's ability to dehair the animal in their normal process. Some rules have been changed so shaving and oiling is no longer allowed.

This year, 374 swine were tagged. Just over 300 were tagged last year.

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The National Pork Board prepared an interactive CD for their youth pork quality assurance program which retails at \$150. At Ms. Smith's request, the National Pork Board donated 72 CDs, one for all of the clubs, at a value of about \$10,800.

AUDITOR

Auditor Zona Lenhart and Elections Supervisor Diana Killian met with the Board.

Elections

Federal funding for HAVA funds is coming to the counties. We're working on having drop-off sites for people who do not want to put ballots in the mail. There will also be some portable devices for people who do not want to put things in the mail. The envelopes are changing so now when the envelopes are signed, the signature will not be visible. It is a new legal change by the state.

Ms. Lenhart said we have had no negative phone calls on switching to vote by mail throughout the county. We have had people telling us they're glad we did. Mr. Koch said one person has complained to him about having the county go to all vote by mail.

The voting units were going to cost more than \$200,000 for just a portion of the equipment. Another portion was \$132,000.

Ms. Lenhart said the county has used Sequoia voting equipment since the late 1950s. We planned to purchase the next voting system from Sequoia as well because their support is phenomenal. A different system of software was used last fall but did not have company support. Last week, Sequoia notified us that they would not sell to us because we are too small and we would only be purchasing a few units since we are now vote by mail. Pierce and Kitsap Counties have signed on with them. Ms. Lenhart said she talked to Sequoia to tell them we have been a good customer for almost 50 years. She also asked the Snohomish County Auditor to talk to the president of Sequoia. We're waiting for a response.

Figures are being obtained from another company named Hart. Yakima County has already decided to use Hart, as well as some other counties. Ms. Lenhart is concerned because of some software problems they have had. She is also concerned

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because the company has been in business probably less than 10 years. Ms. Killian is concerned about absentee ballots and language issues.

Ms. Lenhart said the counting of any paper balloting system is going to be much slower than a punch card system. The goal will be to have everything prepared and run on election day. Ms. Lenhart said we plan to use a faster reader than is required for a county our size.

Ms. Lenhart explained how military ballots are handled.

Ms. Lenhart plans to purchase some software for a web page using Federal money. It will allow her office to alter our own election web page without an outside vendor. Information put on the website can include information about candidates, elected officials, and voters.

Another software called Ask Ed is for training purposes in-house. It would be available for staff working on elections with answers to questions. Ms. Killian gave an example of how it could be used on an election day. It would hold the voter database.

Ms. Lenhart said all of the money is going through the grant process through the state. The Secretary of State reimburses us. She asked how the Board wants to be involved in the process. Mrs. Corkrum said for grants, the Board likes to know if this is ongoing and if the funding is discontinued, does the county have to fund it. Ms. Lenhart said one of the deadlines is the end of June.

Mrs. Corkrum said she remembers another grant between the County Auditor and the Secretary of State. She asked if this is the same. Ms. Lenhart said yes. She doesn't want anyone to be irritated. We don't need the commissioners' signature but we want you to know what's going on. She asked should I give you a copy of the grant application? Should I bring it in on Wednesday? The Board said yes. Ms. Lenhart said the grant application will give a total of the money we're talking about.

BENTON FRANKLIN COMMUNITY HEALTH ALLIANCE

Benton Franklin Community Health Alliance Executive Director Brooke Dubois and Norm Cordell met with the Board.

Independent Review

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Ms. Dubois said she feels it might be an appropriate time to have an independent review of the Benton Franklin Department of Human Services. Ms. Dubois gave the Board a copy of "Executive Summary," a Report to Congress and the Nonprofit Sector on Governance, Transparency, and Accountability. She explained sections of the summary that she felt applied locally to Human Services.

Ms. Dubois reviewed a handout she had prepared with the Board (Exhibit 10).

Ms. Dubois said the Regional Support Network is governed basically by you. Mr. Brock said it has been done by proxy. Ms. Dubois said in theory it has been governed by you but in reality it has been governed by the administrators.

She said efforts have been made by the Department of Human Services to inform the Commissioners about their work but it may not be clear.

Ms. Dubois said it seems to her the Department of Human Services is less accountable to the public than other departments, partly because there is no elected official involved. Mr. Brock said another reason is because it is funded with grant money. Ms. Dubois said it is pass-through money, not really grant money. Mrs. Corkrum said unless we get feedback from the public, we're not aware that the money is not being spent appropriately.

In response to a question, Mr. Cordell said by and large the public does not normally step up when there is a problem. You have to look at other indicators that tell you how well they are going.

Last October an External Quality Review Organization (EQRO) audit was done in the state of all 14 Regional Support Networks (RSNs) by an independent audit agency. The Board has not seen the audit.

In response to Mrs. Corkrum's question about bills in the state legislature known as the Cody Bill and the Hargrove Bill, Mr. Cordell said the bills included language about service integration which would lead to a much-improved system through the procurement process and service integration tied to that. He feels the end result is it still can be a public system controlled by the counties to meet the needs of their residents, but it can also be a system that adheres to core compliance requirements and really delivers.

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Ms. Dubois said our audit showed some noncompliance and some items that we're doing the best. Some items can be fixed very quickly. Mr. Cordell explained why he felt additional staff was needed at the RSN to put the RSN in compliance.

Ms. Dubois said she feels there is a need for a mechanism for accountability in this department, someone or some entity who oversees the activities of this department to which the administrator will report. This person needs to be appointed by commissioners, not the administrator.

Ms. Dubois listed several statewide events contributing to call for review: DSHS hired Mercer Consulting to complete an independent review of their system; Clark County RSN hired Tri-West Health Care Alliance to complete a review of their RSN; and Sacred Heart Hospital is chairing a Blue Ribbon Panel in Spokane.

The Cody Bill requires each RSN to submit a Request for Qualifications (RFQ). Two entities have hired consultants. Another model is using a panel.

Ms. Dubois listed some local events contributing to call for review. She said it makes sense to look at changes to the Department of Human Services at the same time we look at Law and Justice problems.

Ms. Dubois asked if the Board members have thought about having the Department of Human Services become a 501(c)(3) organization. Some of the Board members have heard a bit about it. Ms. Dubois would think the Board would want to hold public hearings or forums prior to such a change.

Ms. Dubois said the Community Health Alliance prepared a White Paper last year that called for an integrated crisis response center. This means that regardless of the reason a person was in need, they could go to one place for evaluation. Some changes are being considered that are going to change the way Detox is configured. She said the questions need to be asked: Have we looked at the whole situation? Is that the best way of trying to get integrated crisis response services?

Ms. Dubois asked what action the Board plans to take. Mr. Brock said we'll discuss it as a Board. We will also talk to Benton County.

Recessed at 10:27 a.m.

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Reconvened at 10:32 a.m.

GREEN ENERGY TODAY

Pat McDaniel and Jerry Straalsund of Green Energy Today met with the Board. Present in audience: Planning Director Jerrod MacPherson, Chief Civil Deputy Prosecutor Ryan Verhulp and Engineer Tim Fife.

Mr. Straalsund explained Green Energy Today's idea for a project called Esquatzel Small Conduit Hydroelectric Project (Exhibit 11). It would use runoff irrigation water to produce electricity. The project would be located on land owned by Franklin County. The county granted an easement of the land to the Bureau of Reclamation in 1958. Green Energy Today would require an easement for underground placement of pipe in a portion of the same easement area.

Mr. Brock asked would you take 100% of the water? Mr. Straalsund said yes, except during periods when we couldn't handle it all. Over a one-year period, one month exceeded 110%. That is how we sized the project, based on trying to get all of the available water.

Mr. Straalsund said the American Jobs Creation Act of 2004 provides for a five-year production tax credit of 0.9 cents/KWH but only for projects with start-up before January 1, 2006. The application cannot be submitted to FERC until there is documentation proving that Green Energy Today has "all of the real property interests in the lands necessary to develop and operate the project, or an option to obtain those interests." Mr. McDaniel said we need an easement through the county property. Mr. Straalsund said a very definite letter of intent would probably do the job. If it were a letter that had all kinds of contingencies written into it, FERC would not start their process.

Mr. Straalsund is asking that the county expedite the process. The portion of the paper called "Basis for Expediting Easement Request" lists three reasons: "1. Timely approval of our request will increase chances of attaining financial feasibility for project. 2. No additional impact for this easement beyond that already granted to United States Bureau of Reclamation (USBR) for canal. 3. Public involvement opportunities to

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comment on land use are provided in the shoreline permit and in FERC application process." He said we could not proceed with the process unless the third item is completed so people could comment at that time.

In response to Mr. Brock's question, Mr. Verhulp said he has provided some legal opinion to Mr. MacPherson and Mr. Fife. He is not inclined to comment on the substance of that in open session.

Mrs. Corkrum asked about the approval of the various agencies and Indian tribes. Mr. Straalsund said we do not have a hard approval. We need to send them a description, offer them a chance to comment, and make those available to FERC.

Mrs. Corkrum asked Mr. MacPherson can we do something simultaneously with the shoreline permit process? Mr. MacPherson said the shoreline permit process requires that a conditional use permit (CUP) and shoreline permit be run together. The timing is good for an expedited process. However, the earliest possible time for final approval is August 1.

Mrs. Corkrum asked what would happen if it was approved in August? Mr. Straalsund said if Green Energy Today sent the application to FERC in August, FERC would probably take another three months to do their process. Then there would be no way to do it because it would take three to four months to obtain equipment such as the generator. Then what we're back to is hoping the Senate would extend the period of time for it to be operational.

Mr. Brock asked Mr. MacPherson for other comments. Mr. MacPherson said the timing is actually good but a State Environmental Policy Act (SEPA) has to be done which requires a 14- to 15-day waiting period. Two newspaper advertisements have to be done. Even if we started today, it would push it to the first week in August.

Mr. McDaniel said there is a shoreline permit and a conditional use permit. You have already granted the Bureau of Reclamation the easement. You'll never see our pipeline because it will be buried in the land. If we got the right-of-way for that now, then we could submit this to FERC for approval.

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Mr. Straalsund said FERC doesn't care if the permits are in place. The only thing they care is that we can demonstrate that we have permission to use the land.

Mr. McDaniel said he doesn't think this should have to go before the public. The shoreline permit would have to go before the public.

Mr. Fife said he thinks what held some of this up early on was the way in which the easement was granted to the Bureau of Reclamation in the '50s. It was done through a deed so it looks like the property was actually granted to the Bureau. It was approved by the Board as an easement but was recorded as a deed. That took some time to sort out.

Mr. Koch asked if a second easement can be given on property that was given a prior easement. Mr. McDaniel said it was an ingress and egress easement only. Mr. Verhulp said that is a valid question. He said it has been addressed by all three of us in an earlier issue this year. He thinks it's a consideration the Board might need to take under executive session because it does involve legal interpretation and considerations when you're talking about multiple easements on the same property in question. Mr. Koch said I think we need to sort that out before we can make a Board decision. Mr. Brock said we will have to hold an executive session but we don't have time to do that right now. He asked Mr. Verhulp to come back later today.

Mr. Brock told Mr. McDaniel and Mr. Straalsund that he sees your concerns and frustrations. We would like to accommodate you in any way we can but we have some obligations we have to look at before we can do that.

PUBLIC WORKS

Engineer Tim Fife and Shop Foreman Darrel Farnsworth met with the Board.

Shop Rates

Mr. Brock said we hope to come up with some method that we can at least be competitive with rates for service out of the county shop for work done in the shop.

Mrs. Corkrum said we're talking about department-owned vehicles, not the Sheriff's Department vehicles. Mr. Farnsworth gave an example of a Planning Department vehicle that was serviced including rotation of the tires at an hour's labor

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plus the oil and filter. He said there is a liability issue involved. There are non-trained, non-certified mechanics at other businesses. That's the biggest difference.

Mr. Koch asked what happens if a wheel falls off in your shop? Mr. Farnsworth said we have a liability but it would come out of county funds. We have certified mechanics doing the work.

Mr. Fife said the point is we're probably going to catch that problem before the wheel falls off. The only reason we're doing that is we were told that you want us to look at all the vehicles. You've done that for everything. That's in the rental cost for the Sheriff's vehicles. You don't see that because it is paid per month.

Mr. Brock said you say you charge \$55 per hour. In addition to that we're paying that mechanic about \$15 per hour. In essence, that's costing the county \$70.

Mr. Fife said we're recovering our costs. That's reflected in the rental rates. The \$55 rate is one of the lowest rates in the whole Tri-Cities. It is an enterprise fund.

Mr. Brock said we've got to be able to compete. In essence the county is paying \$70. Mr. Fife said the \$15 is inside of the \$55.

Mr. Koch said if I bring my vehicle in, you would charge me \$55 per hour. Mr. Fife said the \$55 is reimbursing the fund for what they expended for \$55. It includes the building costs.

The question was asked where is the mechanic paid out of? Mr. Fife said from the Motor Vehicle Fund, which is an enterprise fund. What we spend in that fund, the rental rate is charged in accordance with what it costs us to operate. The \$15 isn't on top of that.

Mr. Brock said if you buy tires from some agency in town, you get those tires rotated for free for the life of the tires at some local businesses. He said if we're in a situation that we provide tires for these people, we need to be competitive.

Mr. Farnsworth said we buy the tires off of the state contract at a reduced rate so they're not going to rotate them for free.

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Mr. Fife said it's a fundamental question from his standpoint: If you don't want ordinary maintenance, that's fine. For non-departmental vehicles, that's fine. We're not going to compete with them because we have mechanics, not teenagers.

Mr. Koch said it's not all people out there that are teenagers that don't know any better to put an oil plug in. They're under liability also. He said businesses such as McCurley's and Russ Dean have quick lube services that he is sure are not being run just by teenagers. They have to be liable for what they do. I'm having a hard time grouping every oil change shop into know-nothing people.

Mr. Farnsworth said a lot of companies get the car in the shop, on the rack, inspect it, and point something out that is wrong. Then it costs more to fix it.

Mr. Koch asked if the Planning Department asked for the tire rotation to be done. Mr. Farnsworth said we discussed it.

Mr. Brock said you have to come up with some type of system so we don't always have people coming in complaining about the large cost. We wanted to see the county vehicles concentrated in one area and come into one spot. Mrs. Corkrum said part of the reason related to vehicle maintenance so each vehicle is the same. She said the Risk Pool pretty much requires it, too, so that regular maintenance records are available.

Mr. Brock said a visual inspection can be made. Mr. Farnsworth said we can cut back on what we do for the level of service. His understanding had been to do it the way it is. Mr. Brock said we have to do something different to be more competitive.

Mr. Farnsworth said part of it is a funding issue from different departments about how much money they have to operate their vehicles. What standard do you want? Some vehicles cost more to maintain than others. Higher-mileage vehicles tend to cost more money. Mr. Brock said most of the vehicles except for Planning and Building Inspection are not driven very much. Mr. Farnsworth said still, the higher the mileage, the more they cost to run. He said one of the issues to solve is how much are you willing to figure that they have to spend. Mr. Brock said we allocate so much per department for use. Mrs. Corkrum said maybe their judgment could be on how much they spend on a personal vehicle.

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Mr. Farnsworth said the reimbursement schedule for private use is 41 cents per mile. If you had a figure in that range, it could help in a baseline figure for budgeting purposes. Mrs. Corkrum said the 41 cents per mile is supposed to take care of wear and tear on the vehicle plus gas, not something such as a big engine blow-up. Mr. Fife asked if the Board wants people when that happens to specifically come in and ask for approval.

Mr. Brock said department heads are saying we pay too much for service.

Mrs. Corkrum asked Mr. Farnsworth if he can come up with a rate for oil changes, tire replacement, battery replacement, and nothing more. Mr. Farnsworth said sure.

Mr. Brock said the \$55 per hour is not exorbitant but an oil change for \$70 or \$80 is exorbitant. Mr. Farnsworth said most of the time, some other things are added on besides just the oil change.

Mr. Koch asked what would it cost for an oil change period? He has been seeing it takes an hour to change oil at \$55 plus material. Mr. Farnsworth said usually the hour includes a tire rotation. Mr. Koch said the one he saw was another half hour for rotation. Mr. Farnsworth said some of the vehicles they do charge more depending on what vehicle it is, depending on if it's four-wheel drive or whatever. Mr. Koch asked what difference that makes for rotation. Mr. Farnsworth said the services take a little longer sometimes on some of the four-wheel drives. We check all the transfer cases and service those transfer cases, along with lube, oil and filter as needed, grease all the U-joints and appropriate things, check all the brakes.

Mr. Brock asked if a person comes in just for an oil change and lube job and say, a 20-point check. Mr. Farnsworth said usually we charge a half hour plus oil and filters. Most of the filters cost less than \$4. Five to seven quarts of oil costs about \$1 per quart. Mr. Brock said so in essence it costs \$27.50 plus \$7 plus \$4, about \$48 to \$50. Mr. Brock said you're closer to outside shops but you're still high.

Mr. Koch asked who are your mechanics certified by? Mr. Farnsworth said they are all ASE-certified. Some have other certifications, too.

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Mr. Brock said our goal is to make everybody agreeable and happy. We want to get the prices in line so we can do that. He asked Mr. Farnsworth to come back with a schedule so we can hand it out to other departments so they know what they need to expect.

Mr. Farnsworth said a lot of shops use an oil change as a leader to get you in to do other work. That's why a lot of them can do it cheaper.

Mr. Brock asked for costs for a basic oil change, a 20-point visual check and tire change, as well as other routine maintenance. If anything has to be done mechanically, that would be charged on a per-hour basis.

County rigs are scheduled for oil changes at 4000 miles.

Mr. Brock said we still want everyone to come through the shop for work on county vehicles.

Dump Trailer – Solid Waste Division

No vendors were available on the Small Works Roster to purchase a trailer for the Solid Waste Division. There is a trailer available from Don Johnson Sales for \$5288.26. It was the best deal, about \$1000 cheaper than expected and bigger, too.

Motion – Mr. Koch: I so move that we accept the quote recommended for Snake River Trailer for \$5288.26. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 12)

Vehicle Maintenance

Mr. Fife and Mr. Farnsworth said the maintenance for Sheriff's vehicles will be different than for the other departments because they are on a different setup.

PORTS

Mr. Brock said the Ports feel that they have been paying more than their proportionate share for membership in the Regional Council.

KAHLOTUS

Rick Lee, Kahlotus Public Works Director, met with the Board. Also present: Jan Halverson and Donna Fone of the Kahlotus City Council.

WSDOT Project

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Kahlotus won a Municipal Achievement Award Project for their Hardersburg Park and received national recognition in the last two weeks. The community has worked very hard on it and done it with little or no money. The next step is installation of a public restroom. The Washington State Department of Transportation (WSDOT) has committed to installing it at no cost to Kahlotus. However, the parking area surrounding the restroom has to be paved. He would like to have Public Works do the work. It could be incorporated into another project they are doing when they are resurfacing in the area. Currently there is no public restroom between Connell and LaCrosse or Ritzville. He showed the Board where the road would be located on city right-of-way. The WSDOT has approved the access off of the highway. The city is responsible to get a surface on the road that enables handicapped people to access it. It consists of about 15,000 square feet of surface (a city block) so anyone can access it from either side of the road.

Mr. Lee said the county doesn't do much for the northern end of the county.

He showed other aspects of the project.

Engineer Tim Fife joined the meeting.

Mr. Lee said since the ISTEA funds have been available to small cities, we've entered into an agreement with the county to provide the county with one-half of those funds. Mrs. Corkrum said we just give it back to you and we administer the funds. The two women in the audience agreed.

Mrs. Corkrum said you said Franklin County doesn't do much for Kahlotus but I think we do some. We don't forget you completely.

Mr. Fife said we've offered to do some work for you such as chip sealing.

Mr. Fife gave a ballpark figure of the work to chip seal the area. He said we'll probably be in your area in the next couple of years. He will go back and check the schedule. Mr. Lee said they want to install this building this summer.

Mrs. Corkrum asked Mr. Fife what would it cost to do it this summer as a special project? Mr. Fife said if we're in the area and it's scheduled, we could just do it and it

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would probably be substantially less than \$2000. If we have to drive there as a special project, then the time involved would increase the project.

Mr. Koch asked if a route off of Weston Street could be used at this time.

Mr. Lee said it could be used but there is no parking area at this time.

WSDOT said it is not a rest area, it is a public restroom.

Mr. Fife told Mr. Lee that the Transportation Improvement Board (TIB) has funds that will be available starting next year for street work contingent on county work being done at the same time in the same area.

OTHER BUSINESS

Chief Civil Deputy Prosecutor Ryan Verhulp, Engineer Tim Fife and Planning Director Jerrod MacPherson met with the Board.

Executive Session at 11:52 a.m. regarding potential litigation expected to last five to ten minutes.

Open Session at 12:04 p.m.

Minutes

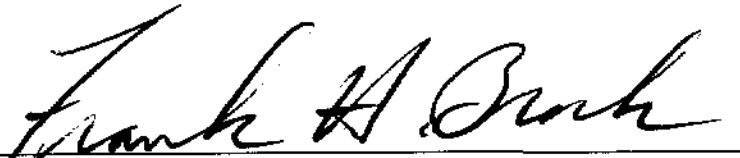
Motion – Mr. Koch: I move that we accept the minutes for June 6, 8, 15, 20, and 22, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.


Adjourned at 12:10 p.m.

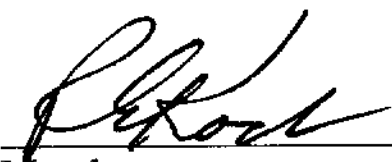
COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for June 27, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until June 29, 2005.

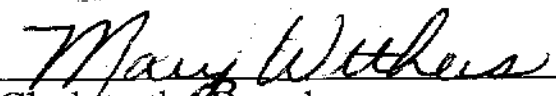
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed July 11, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 257

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF COUNTY PROPERTY (CHAIRS)
ASSIGNED TO TRAC**

WHEREAS, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the TRAC Manager requesting disposal of broken chairs; and

WHEREAS, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

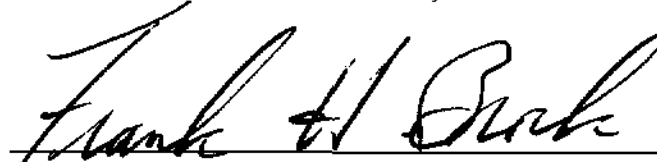
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves, in conjunction with RCW 36.32.210 (inventory), disposal of the property as identified on the attached *Franklin County Storage – Salvage* form received from the Trade, Recreation and Agricultural Center.

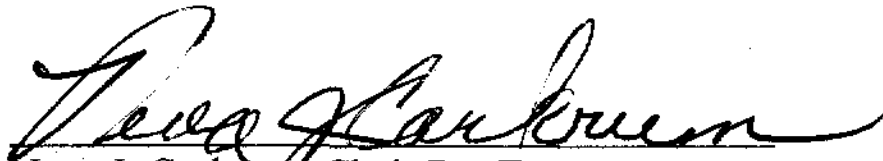
- Chairs: Franklin County Tag Numbers 956, 2076, 703, 432, 1403, 1169, 3020, 605, 770, 575, 516, 309, 378, and 584

APPROVED this 27th day of June 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
TRAC

cc: Maintenance

FRANKLIN COUNTY STORAGE - SALVAGE

DATE: June 22, 2005

REQUESTED BY: Troy Woody

DEPT: TRAC

DESCRIPTION OF ITEM(S): Chairs

DEPT NUMBER: 404-000-001

PHONE #: 543-2999

AUTHORIZED BY: *Troy Woody*

RECEIVED BY:

Franklin County Tag Numbers:
SERIAL #: 956,2076,703,432,1403,1169,3020,605,770
575,516,309,378,584

DATE RECEIVED:

DATE CLOSED:

CHECK ONE OF THE FOLLOWING:SALVAGE ☐STORAGE ☐DESTROY ☒

FRANKLIN COUNTY RESOLUTION NO. 2005 258

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: AMENDMENT TO THE AGREEMENT FOR PROVIDING SUBSTANCE ABUSE SERVICES BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, #0363-26858-05

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 amendment as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED the attached amendment between Benton-Franklin Counties' Department of Human Services and The Division of Alcohol and Substance Abuse, #0363-26858-05, is hereby approved by the Board.

BE IT FURTHER RESOLVED the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign said amendment to the agreement.

APPROVED this 27th day of June, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair

Attest:





Clerk to the Board


Neva J. Corkran, Chair Pro Tem


Robert Koch, Member



Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

 <p>Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES</p>	COUNTY PROGRAM AGREEMENT AMENDMENT		DSHS Agreement Number 0363-26858 Amendment No. 05
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.			Administration or Division Agreement Number 8273-5 <hr/> County Agreement Number
DSHS ADMINISTRATION Health and Rehabilitative Services Administration	DSHS DIVISION DASA	DSHS INDEX NUMBER 1122	CCS CONTRACT CODE 4000CC
DSHS CONTACT NAME AND TITLE Ella Hanks		DSHS CONTACT ADDRESS 1002 North 16th, Third Floor Yakima, WA 98909	
DSHS CONTACT TELEPHONE (509) 225-6196 Ext:	DSHS CONTACT FAX (509) 575-2903	DSHS CONTACT E-MAIL hanksem@dshs.wa.gov	
COUNTY NAME Benton County		COUNTY ADDRESS 7207 West Deschutes Avenue Kennewick, WA 99336	
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001296		COUNTY CONTACT NAME Dave Hopper	
COUNTY CONTACT TELEPHONE (509) 783-5284 Ext:	COUNTY CONTACT FAX (509) 783-5981	COUNTY CONTACT E-MAIL dave@bfdhs.org	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes			CFDA NUMBERS 93.959
AMENDMENT START DATE 04/01/2005	PROGRAM AGREEMENT END DATE 06/30/2005		
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$3,349,594.00	AMOUNT OF INCREASE OR DECREASE (\$55,000.00)	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$3,294,594.00	
REASON FOR AMENDMENT: CHANGE OR CORRECT OTHER: SEE PAGE TWO			
EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input checked="" type="checkbox"/> Exhibits (specify): Award and Revenues, Exhibit A-5			
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding any subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.			
COUNTY SIGNATURE(S) 		PRINTED NAME(S) AND TITLE(S) Frank Brock, Chair, FC Comm. Claude Oliver, Chair, BC Comm.	
DSHS SIGNATURE 		PRINTED NAME AND TITLE Sheryl Turner, Contracts Administrator Division of Alcohol and Substance Abuse	

APPROVED AS TO FORM:

 DSHS Central Contract Services
 County Program Agreement Amendment #6026CF (1-17-01)



 BC Prosecutor's Office FC Prosecutor's Office

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
COUNTY PROGRAM AGREEMENT NUMBER
AMENDMENT NUMBER 05**

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. The AWARD AND REVENUES page, Exhibit A-4, is deleted and replaced by the attached revised AWARD AND REVENUES page, Exhibit A-5.
2. The State Grant-In-Aid is decreased by \$30,000 from \$1,637,213 to \$1,607,213. The source of funds is State Funds.
3. The State Criminal Justice Account is decreased by \$25,000 from \$308,268 to \$283,268. The source of funds is State Funds.
4. The Non-Criminal Justice Match Requirement is decreased by \$3,333 from \$281,226 to \$277,893.
5. The Criminal Justice Match Requirement is decreased by \$2,778 from \$78,555 to \$75,777.
6. The maximum consideration is decreased by \$55,000 from \$3,349,594 to \$3,294,594.

All other terms and conditions of this Program Agreement remain in full force and effect.

EXHIBIT "A-5"

AWARD AND REVENUES

COUNTY BENTON/FRANKLIN

PROGRAM AGREEMENT NUMBER 8273-5

The County(ies) referred to above, is hereby awarded the following amounts for the purposes listed.

<u>BARS CODE</u>	<u>TYPE OF SERVICE</u>	<u>Award Amount</u>
	<u>GRANT IN AID</u>	
333.99.59	SAPT - Grant in Aid	423,464
334.04.6X	STATE - Grant in Aid	1,607,213
	<u>TANF</u>	
333.97.78/334.04.6X	***MEDICAID/STATE - TANF Outstationed Staff	123,620
334.04.6X	*STATE - TANF Treatment Services	67,481
	<u>OTHER</u>	
333.99.59	SAPT - Prevention	220,445
333.99.59	SAPT - Children's Transition Initiative	10,000
333.99.59	SAPT - Community Prevention Training	10,000
334.04.6X	STATE - Detoxification	380,708
334.04.6X	STATE - SSI Cost Offset	27,692
334.04.6X	STATE - County CJTA	283,268
334.04.6X	STATE - Safe Babies/Safe Moms	90,000
333.16.5X	BRYNE - Drug Court Youth - Yr. 2	50,703
Total Federal Funds		776,422

Total State Funds	2,518,172
TOTAL ALL AWARDS	\$3,294,594

County Participation Match Requirement:	<u>BUDGET</u>
Non Criminal Justice Match Requirement	277,893
Criminal Justice Match Requirement	75,777

TOTAL AWARDS AND REVENUES	\$3,648,264
----------------------------------	--------------------

\$0

The Catalog of Federal Domestic Assistance (CFDA) number for the federal funds listed above is 93.959

** Awards noted do not require County Participation Match*

**** This Award does not require County Participation Match and funds are made up of Federal Medicaid and State Funds*

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0363-26858-05 with the Division of Alcohol and Substance Abuse	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services has an agreement with the Division of Alcohol and Substance Abuse (DASA) to provide treatment services to clients. DASA is adding funding to the Criminal Justice Treatment Account (CJTA) program and the Byrne program.

SUMMARY

Award: A decrease in funding of \$55,000 for a maximum consideration of \$3,294,594

Period: April 1, 2005 to June 30, 2005.

Funding Source: Division of Alcohol and Substance Abuse and the US Department of Justice.

RECOMMENDATION

- ☒ Sign the resolution to accept the proposed amendment.
- ☒ Approve the proposed amendment by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Alcohol and Substance Abuse and the US Department of Justice. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #0363-26858-05 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY RESOLUTION NO. 2005 259

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT, NUMBER 0305-DD-ARC-4, BETWEEN
THE ARC OF TRI-CITIES AND BENTON-FRANKLIN COUNTIES' DEPARTMENT
OF HUMAN SERVICES TO PROVIDE INDIVIDUAL AND FAMILY ASSISTANCE
FOR THE PARTNERS N PALS 2005 SUMMER DAY CAMP**

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 amendment as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approve the attached amendment to the agreement, number 0305-DD-ARC-4, between Benton-Franklin Counties' Department of Human Services and The Arc of Tri-Cities.

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

APPROVED this 27th day of June, 2005.

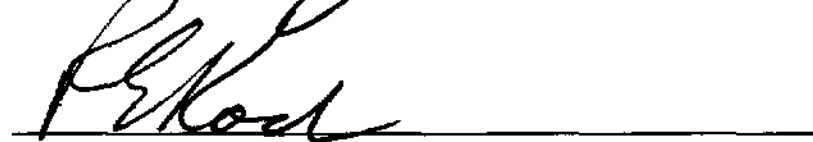
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair

Attest:


Neva J. Corkrum, Chair Pro Tem


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

AMENDMENT NUMBER: 0305-DD-ARC-4

THIS AMENDMENT is made and entered into by, and between, Benton and Franklin Counties, hereinafter referred to as "Counties" at the location identified below, and the following subcontractor, hereinafter referred to as the "Contractor".

Contact: Dave Hopper, Director
Benton and Franklin Counties
 Department of Human Services
 2624 W. Kennewick Avenue
 Kennewick, WA 99336
 (509) 783-5282

Contact: Judy Westsik, Director
The Arc of the Tri-Cities
 761 Williams
 Richland, WA 99352
 (509) 946-5157

For purposes of this Agreement, the Contractor is considered a
 1 Subrecipient ☒ Vendor

CFDA Numbers of Federal funds (if any):

THE TERM OF THIS AGREEMENT shall start and end on the following date, unless terminated sooner as provided herein:

Start Date: July 1, 2003

End Date: June 30, 2005

FUNDING: All funding contained in this Agreement shall be listed in the Budget Section.

THIS AMENDMENT incorporates the provisions attached hereto and those incorporated by reference. All other terms and conditions of the original Agreement, and any subsequent amendments thereto, shall remain in full force and effect.

BY THEIR SIGNATURES BELOW, the parties agree to the terms and conditions contained herein, all additional terms and conditions set out in any attachments to this Agreement, and those terms and conditions referenced and incorporated herein:

For the Contractor:

Judy Westsik 5-18-05
 Director/Administrator Date Board of Directors (if applicable) Date

For Benton County:

Charles L. Olson 7-11-05
 Benton County Commissioners Date

Attest: Carmie McKenry
 Clerk of the Board

For Franklin County:

Frank A. Burk 6/27/05
 Franklin County Commissioners Date

Attest: Mary Witters
 Clerk of the Board

Approved as to Content:

[Signature]
 Dept. Of Human Services

Approved as to Form:

[Signature]
 Benton County Prosecutor's Office

Approved as to Form:

[Signature]
 Franklin County Prosecutor's Office

PURPOSE: This amendment serves to add funding and provisions for Individual and Family Assistance services described as follows:

1. **CONSIDERATION:** Upon execution of this amendment, the Counties shall pay the Contractor a one-time-only payment of \$13,000 for Individual and Family Assistance services provided in the context of the Partners N Pals 2005 Summer Day Camp.
2. **SERVICE DESCRIPTION:** In consideration of the funding to be provided under this amendment, the Contractor shall provide development and start-up of the Partners N Pals 2005 Summer Day Camp.
3. **SERVICE CONDITIONS:** The Partners N Pals 2005 Summer Day Camp shall involve at least 25 camp participants with developmental disabilities. The Camp shall last eight weeks and include activities such as swimming, bowling, horseback riding, crafts and field trips.
4. **DOCUMENTATION REQUIREMENTS:** The Contractor shall provide to the Counties a list of the participants enrolled that documents that at least 25 of the participants qualify as developmentally disabled or in need of supports. The list is due no later than July 20, 2005.

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0305-DD-ARC-4	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) has an agreement with The Arc of Tri-Cities for services for individuals with developmental disabilities. DHS would like to add funding and provisions for Individual and Family Assistance services provided in the context of the Partners N Pals 2005 Summer Day Camp.

SUMMARY

Award: Consideration for this program will be \$13,000 upon execution of amendment.

Period: July 1, 2003 to June 30, 2005.

Funding Source: Division Developmental Disabilities

RECOMMENDATION

- ☒ Sign the resolution to accept the proposed amendment.
- ☒ Approve the proposed amendment by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #0305-DD-ARC-4 with The Arc of Tri-Cities and authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY RESOLUTION NO. 2005-260

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AGREEMENT BETWEEN QWEST CORPORATION AND FRANKLIN COUNTY, AGREEMENT NUMBER WA52807, FOR TELECOMMUNICATIONS SERVICE UTILIZING INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE SERVICE (ISDN PRS)

WHEREAS, the previous agreement with Qwest, approved by Resolution 2003-224, for telecommunications service utilizing Integrated Services Digital Network Primary Rate Service (ISDN PRS) technology has expired; and

WHEREAS, the Information Services Department negotiated a lower contract, for a term of 36 months; 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 this agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached agreement between Qwest Corporation and Franklin County, Agreement Number WA52807, for telecommunications service utilizing Integrated Services Digital Network Primary Rate Service (ISDN PRS), effective on the date on which it is executed by Qwest, for a period of thirty-six months at a cost of \$1,170 per month, plus applicable taxes, to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.42.0001 (Telephone).

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 27th day of June 2005.

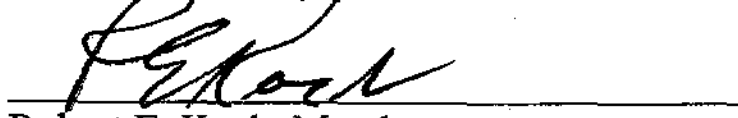
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



~~Nora J. Bankrum, Chair Pro Tem~~



Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Qwest

cc: Accounting Department
Information Services

EXHIBIT 4
June 27, 2005**Instructions: BMG Contract Cover Sheet for *STANDARD Contracts**

1. Please complete the following information based on the contents of your contract.
2. Submit the cover sheet & contract for counter-signature. Please consult the "signature level authority" information posted on the BMGQ (Policy 107) for signature authority. <http://compliance.uswc.uswest.com/policies/107.html#26.3.2>
3. Then fax the cover sheet & counter-signed contract to the Sales Office Administrator or Contract Manager for your office.
4. The Sales Office Administrator will check the contract into BMG ILINK contract storage & retrieval.
5. PLEASE NOTE: Be sure to include your e-mail address on the cover sheet. Your e-mail address ensures that you are sent the Content ID# for this contract. *The Content ID# is required by Order Entry for all orders placed under this contract.*

JEFFREY GLENN		
SALES MANAGER NAME:		SALES MANAGER SIGNATURE & DATE:
Important Fields (Fields that must be completed, photo submitted to your Sales Office Administrator, Contract Manager)		
1 *	Document Type	Contract
2 *	Corporate Entity	QC
3 *	Document Name	ISDN PRIMARY RATE SVC W TRUNKS
4 *	Customer Name	FRANKLIN COUNTY
5 *	Customer Sign Date (MM/DD/YYYY)	JUNE 23, 2005
6 *	Qwest Accept Date (MM/DD/YYYY)	June 30, 2005
7 *	Contract Type (This cover sheet only used for Standard Contracts)	Standard
8 *	Contract Term Length (# of months)	36 MONTHS
9 *	Contract Expiration Date	JULY 2008
10 *	Channel	GES
11 *	Sales Office (Channel, Segment, City-example, GBA-GES-Denver)	GBA-GES-SPOKANE, WA
12 *	Sales Rep eMail	JEFF.RASK@QWEST.COM
13 *	Sales Rep ID	Z73Y
14 *	Number of pages including this cover sheet	6
15	Account Number or BTN	206T217284, 206T219415
16	Q.Central Opportunity ID	5341630
17	Comments	
18	For Sales Administrators: Fill in Content ID number Cover Sheet and COMPLETE ORIGINAL Signed Hard Copy Contract must be sent to: CD&S - 1801 California St, Suite 900, Denver, CO 80202 after BMG ILINK check in; send all you have weekly. Thank you.	

This cover sheet is for Standard contracts only.Non-standard contract cover sheets are e-mailed with the Non-standard contract from Offer Management*

QWEST ISDN PRS/DSS SPRING FLING PROMOTION

April 4, 2005 – July 1, 2005

(THIS PROMOTIONAL OFFER IS NOT SUBJECT TO NEGOTIATION OR REVISION BY CUSTOMER)

This Qwest Corporation Promotion Agreement ("Agreement") is between Franklin County ("Customer") and Qwest Corporation ("Qwest") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and Customer will purchase, Qwest Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks provided under this Agreement (individually and collectively referred to as "Service").

Any Qwest tariff, price list, price schedule, administrative guideline, and/or catalog (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into the Agreement by reference and made a part of the Agreement. Qwest may change the Tariff at any time and such change will be effective upon being included in the Tariff. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records.

1. Scope.

1.1 ISDN PRS. If Customer purchases ISDN PRS, Qwest will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRS service configuration, and trunks as indicated on Exhibit 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 ISDN PRS-UAS. If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. ISDN PRS-UAS is digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.3 DSS. If Customer purchases DSS, Qwest will provide Customer with the use of (a) a digital DS1 facility, as indicated on Exhibit 1; (b) common equipment to interconnect with Qwest's local exchange switching office; and (c) advanced or basic flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced and Basic operates at a maximum speed of 1.544 Mbps.

1.4 If Customer is a Voice over Internet Protocol ("VoIP") provider, Customer represents and warrants that Service will not be used to terminate or originate VoIP calls with ISDN PRS. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, Customer agrees to notify Qwest and execute a new agreement.

2. Term.

2.1 This Agreement will expire 36 months from the date Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

2.2 Should Qwest continue to provide Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff.

3. Service Provided.

3.1 Qwest will provide and maintain the Service at the locations and in the quantities specified in Exhibit 1.

3.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject. If Customer (c) cancels an order for Service prior to the date Service is available for use, or (d) is unable to accept Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the cancellation charges set forth in the Tariff may apply.

4. Charges and Billing.

4.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") specified in Exhibit 1. The MRC will not change during the Term of the Agreement. Customer must pay Qwest all charges by the date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Service. "Taxes" means federal, state and local taxes, surcharges, and other similar charges. Qwest may in its sole discretion modify the payment terms or require other reasonable assurance of payment if Customer has failed to pay any invoice when due or there is a material and adverse change in Customer's financial condition.

- 4.2 The charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.
- 4.3 If Service is not available in Customer's switch, interoffice mileage MRCs and NRCs for transport between switches will apply.
5. **Service Changes.**
- 5.1 **Moves.** Customer may move the physical location of all or part of Service to another location within a Qwest serving area, provided the following conditions for the move are met: (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces existing Service; (c) Customer's requests for the disconnection of the existing Service and the installation of Service at the new location are received by Qwest on the same date; (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; (e) Customer agrees to execute a written amendment evidencing the move; and (f) Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.
- 5.2 **Additions to Service.** Service may be added to this Agreement at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) Customer executes an appropriate amendment for such service no later than July 1, 2005; (b) the additional Service(s) installation must be completed no later than September 2, 2005, unless such installation delay is caused by Qwest; (c) Qwest commercially offers such additions and necessary facilities are technically and practicably available; and (d) a new Minimum Service Period is established for each new addition to Service.
6. **Termination.**
- 6.1 Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from Qwest notifying Customer of such default (unless a different notice period is specified in the Tariff); or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for a termination charge "Termination Charge".
- 6.2 If such termination is during the Minimum Service Period, Customer will pay a Termination Charge for the affected Service of 100% of the MRC multiplied by the number of months (or fraction thereof) remaining in the Minimum Service Period, plus 50% of the MRC multiplied by the number of months remaining in the Term after the Minimum Service Period.
- 6.3 If such termination is after the Minimum Service Period, Customer will pay a Termination Charge for the affected Service of 50% of the MRC multiplied by the number of months (or fraction thereof) remaining in the Term.
- 6.4 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.
7. **Out-Of-Service Credit.** If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable tariff and the interruption lasts for more than 24 consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by: (a) dividing the monthly rate for the affected Service by 30 days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.
8. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.
9. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. Notwithstanding the foregoing, the limitation of liability in this Section will not apply to: (a) a party's indemnification obligations; and (b) Customer's payment obligation for all charges under the Agreement, including without limitation, Service charges, Taxes, interest, and termination or cancellation charges.

10. **Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

11. **Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

12. **Dispute Resolution; Governing Law.** The Agreement and the parties' actions under the Agreement will comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any dispute arising out of, or relating to, the Agreement will be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, will govern the arbitrability of disputes. The Agreement will otherwise be governed by the laws of the state where Service is provided, without regard to its choice of law principles. The costs of the arbitration, including the arbitrator's fees, will be shared equally by the parties; provided, however, that each party will bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The venue for arbitration will be designated by the party not initiating the action with the exception of any billing collection disputes, which will be conducted in a location designated by Qwest or Denver, Colorado. The venue location designated must be in a metropolitan area in which JAMS offers its dispute resolution services. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of the Agreement, will conduct the arbitration. The arbitrator is bound to apply and enforce the terms of the Agreement. The arbitrator's decision will be final, binding, and enforceable in a court of competent jurisdiction. If a party is required to enforce compliance with this Section (including nonpayment of an award), then the noncomplying party must reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys' fees). This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

13. **Notices.** Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

14. **General.** Customer represents that it is not a reseller and will not resell the Service. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. The Agreement constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Tariff or Service modifications initiated by Qwest, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Qwest reserves the right at any time to reject any handwritten change to the Agreement.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Franklin County


Authorized Signature

Qwest Corporation



Authorized Signature

EXHIBIT 4
June 27, 2005Frank H. Brock

Name Typed or Printed

Chairman

Title

Date

Address for Notices:

1016 N 4th Ave, Pasco, WA 99301Jeffrey L. Gern

Name Typed or Printed

Title

Sr Global Account Manager

Date

6/30/05

Promotion Expiration Date: July 1, 2005.

The pricing contained herein will only be valid if the Agreement is executed by Customer on or before the Promotion Expiration Date. If this Agreement is not executed by Customer by the Promotion Expiration Date, this Agreement will be considered null and void, and is not enforceable by either party.

Approved as to Form:

RUB

Ryan E. Verhulp

Chief Civil Deputy PA

EXHIBIT 1
QWEST ISDN PRS/DSS SPRING FLING PROMOTION
FOR THE STATE OF Washington
Franklin Adam County
Customer

Spring Fling Promotion MRCs & NRCs

Service	MRC	NRC
ISDN PRS (DS1 & DS3)	\$585.00	\$0.00
DSS Advanced (DS1 & DS3)	\$399.00	\$0.00
DSS Basic (DS1 & DS3)	\$645.00	\$0.00

Term: 36 months

[illegible]

Mileage-related Components and Charges (if applicable).

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

FRANKLIN COUNTY RESOLUTION NO. 2005 261**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: CREATION OF LINE ITEM 575.51.49.0008 ENTITLED "TEMPORARY SPECIAL EVENT CHANGE FUNDS" WITHIN THE 2005 MISCELLANEOUS TRAC OPERATIONS FUND, NUMBER 404-000-001**

WHEREAS, the TRAC Manager requests authorization for additional change in the amount of \$25,000 for petty cash to cover the Grand Old 4th event; and

WHEREAS, this temporary account will be used yearly and will be reimbursed back to the budget line from which monies are utilized, within 30 days at the completion of the event; and

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

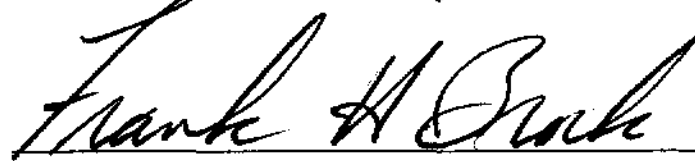
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves creation of line item 575.51.49.0008 entitled "Temporary Special Event Change Funds" within the 2005 Miscellaneous TRAC Operations Fund, Number 404-000-001.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Auditor to issue a warrant or warrants to TRAC and the Treasurer to release said warrant or warrants, not to exceed \$25,000 for the Grand Old 4th event.

BE IT FURTHER RESOLVED TRAC is hereby directed to reimburse line item 575.51.49.0008 with all temporary change funds utilized, deposited with the County Treasurer's Office within 30 days of completion of the Grand Old 4th event.

APPROVED this 27th day of June 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
Accounting

cc: TRAC
Treasurer

Franklin County Auditor

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

June 27, 2005

Franklin County Commissioners:

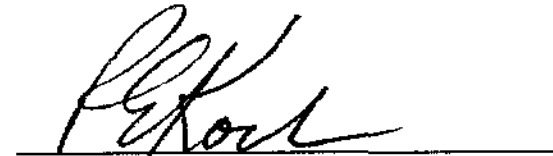
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, June 27, 2005,
Move that the following warrants be approved for payment:



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	45757-45797	\$134,601.08
Current Expense	45798-45840	\$46,747.13
Courthouse Renovation Fund	347-350	\$17,800.38
Sheriff's Narcotic Trust	232	\$1,823.70
Grand 'Ole Fourth	17-22	\$4,098.06
Election Equipment Revolving	271	\$739.00
TRAC	8593	\$15,000.00
Growth Management	205	\$1,174.06

In the amount of \$221,983.41. The motion was seconded by
And passed by a vote of 3 to 0.



June 27, 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, 06/27/2005 *ReKor*,
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
Salary Clearing Payroll:		
	37609-37725	161,980.68
	37726-37736	153,264.07
	Direct Deposit	<u>198,119.03</u>
	Total	<u>\$513,363.78</u>

In the amount of \$ **513,363.78** . The motion was seconded by *Paula Lockman*

and passed by a vote of 3 to 0 .

Emergency Mgmt Payroll:

7239-7249	\$3,592.89
7250-7258	3,959.85
Direct Deposit	<u>6,744.61</u>
Total	<u>\$14,297.35</u>

Irrigation Payroll:

10930-10943	\$7,137.01
10944-10951	\$3,249.40
Direct Deposit	<u>0.00</u>
Total	<u>\$10,386.41</u>

June 27, 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

June 27, 2005

Lauri Sherfey, 4-H / Youth Development
WSU / Franklin County Extension Office
412 West Clark Street
Pasco, WA 99301

Dear Lauri:

We wish to thank you for facilitating the Affordable Housing workshop conducted June 22 and 23, 2005. The workshop allowed many agencies in Franklin County the opportunity to discuss the application of funds for housing.

Your assistance helped us in being directed toward a solution. We appreciate your time and effort expended to organize and facilitate the workshop.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

Robert E. Koch, Member

June 27, 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

June 27, 2005

Kay Hendrickson, Director
WSU / Franklin County Extension Office
412 West Clark Street
Pasco, WA 99301

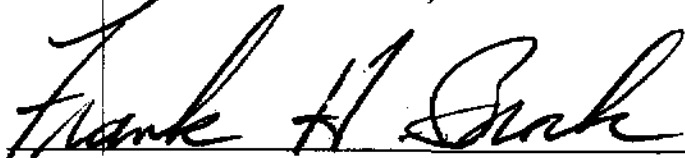
Dear Kay:

We wish to thank you for helping facilitate the Affordable Housing workshop conducted June 22 and 23, 2005. The workshop allowed many agencies in Franklin County the opportunity to discuss the application of funds for housing.

Your assistance helped us in being directed toward a solution. We appreciate your time and effort expended on this important issue.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

June 27, 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

June 27, 2005

Gary Burris
Division of Childcare and Early Learning
1009 College Street SE
Lacey, WA 98503


Dear Mr. Burris:

The Board of Commissioners will support the "Child Care Vocational English as a Second Language Program". Washington State University Extension, in collaboration with a strong community coalition, will provide the leadership for this program. Franklin County has committed the space and the maintenance of that space for the program. We estimate this to be \$2,000.

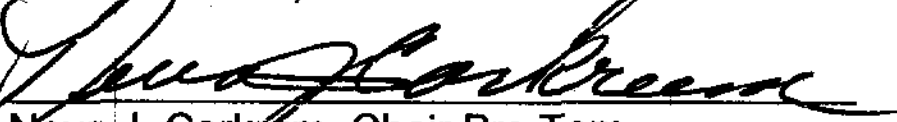
Helping our limited English speaking residents become more proficient in English is definitely an endeavor we feel will benefit Franklin County.

Sincerely,

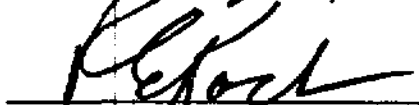
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Several events contribute to the call for a review of BF DHS.

Big Picture: "Report to Congress and the Nonprofit Sector on Governance, Transparency and Accountability" was made public last week. (Copy of Executive Summary attached. The report, available on-line, runs over 100 pages.) At \$21 million, DHS appears to have the largest single department budget in Benton and Franklin Counties.

Governance: As a county department, DHS is "governed" by the County Board of Commissioners.

Transparency: While DHS may be transparent to the Commissioners, it is not transparent to the public at large, or even to those who specifically seek to understand it.

Accountability: DHS is accountable to the Commissioners.

- Sheriffs, auditors, assessors, prosecutors, treasurers, etc are all elected officials; their departments are held accountable through the ballot box
- Parks Departments have parks Boards
- Public Health has Health Board
- No vehicle for public oversight/accountability of DHS except through the Commissioners

Statewide events contributing to call for review:

- DSHS recently decided to do a self examination. Hired Mercer Consulting to complete the independent review.
- Clark County RSN hired Tri-West Health Care Alliance to complete review of their RSN in preparation for developing their response to RFQ.
- Sacred Heart is chairing a Blue Ribbon Panel in Spokane to look at utilization issues at Eastern State Hospital and at DHS. The panel will include representatives from the hospitals, providers and the RAB.

Local events contributing to call for review:

- Law and Justice issues have come to the fore. The mental health /substance abuse services delivery systems play an important role in the law and justice picture. Makes sense to look at DHS at the same time we are examining the law and justice system.
- Recent events at the RSN tend to indicate that the effectiveness and accountability of the RSN could be greatly improved by Commissioner understanding of RSN issues and involvement in RSN governance.
- It seems likely that the effectiveness and accountability of the BF DHS could also be greatly improved by greater Commissioner/public understanding of and involvement in the department.
- What will happen to governance/transparency/accountability if DHS becomes a 501 (c) (3)?



Presentation
to
Franklin County Commissioners

On
**Esquatzel Small Conduit
Hydroelectric Project**

By
Green Energy Today LLC

June 27, 2005

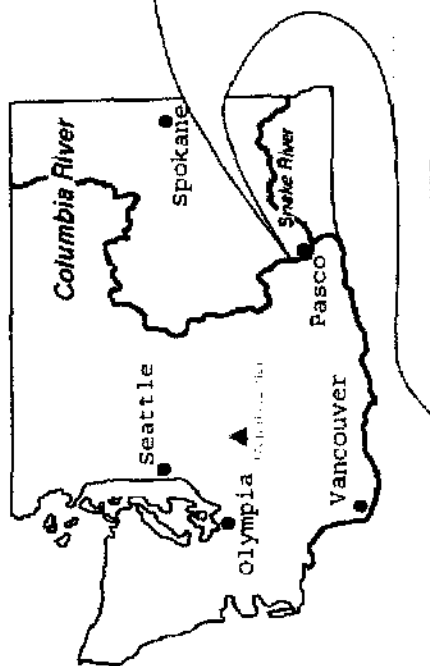


Green Energy Today LLC

- Who We Are
 - Patrick McDaniel, Pasco, Washington
 - Jerry Straalsund, Kennewick, Washington
- Company Mission
 - Develop and deploy renewable energy Projects in the Northwest
- Why We Are Here
 - Follow up on easement request on Franklin County Land
 - Request expedited approval



The Project



Esquatzel Small Conduit Hydroelectric Project

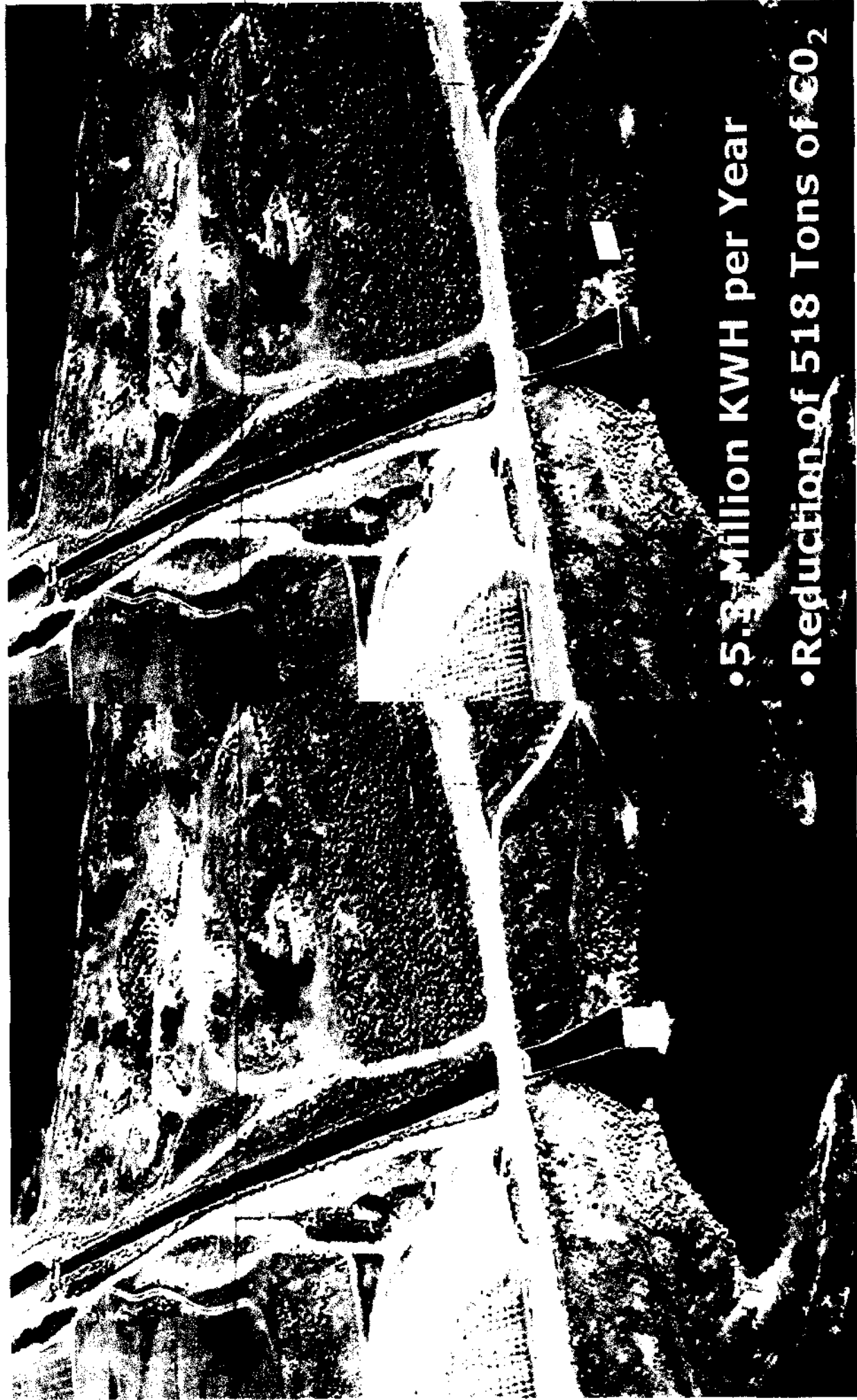


Project Overview

- Available Head 125 ft
- Flow Rate 60 - 160 cfs
- One Crossflow Turbine
- Maximum Capacity ~ 800 KW
- Average Production ~ 600 KW
- Grid Connection - Big Bend REA
- Capital Cost ~ \$1 Million



Environmental/Social Impacts



- 5.3 Million KWH per Year
- Reduction of 518 Tons of CO_2



Project Location – Franklin County Land





Project Milestones

- Initiate discussions with SCBID -Feb 05
- Initiate meetings with USBR - March 05
- Request easement from Franklin County - March 05
- Enter consultation with resource agencies - May 05
- Enter consultation with Indian Tribes - June 05
- Request easement consent from USACE - June 05
- Negotiations with Big Bend REA - June 05
- Request shoreline permits - June 05
- Submit formal request to FERC (planned) - July 05
- Order long lead items (planned) - Sept 05
- Initiate construction (planned) - Nov 05
- Plant operational (planned) - Dec 05



Schedule Driver – Financial Feasibility

- American Jobs Creation act of 2004 provides for a 5 Year production tax credit of 0.9 cents/KWH
- Only for Projects with start-up before 1/1/06

Start-Up After 1/1/06

- Revenue
~3.5 cents/KWH
=\$185 K/year
- Operational Cost
~\$75 K/year
- Capital Cost ~\$1000 K
- Pay Back ~ 9 years

Start-Up Before 1/1/06

- Revenue
~4.4 cents/KWH
=\$233 K/year
- Operational Cost
~\$75 K/year
- Capital Cost ~\$1000 K
- Pay Back ~ 6 years



Schedule Requirement

- **Easement from Franklin County Required to proceed with FERC application**

FERC application must contain documentation proving that Green Energy Today has "all of the real property interests in the lands necessary to develop and operate the project, or an option to obtain those interests".

The FERC application process can not be started without this documentation.



Basis for Expediting Easement Request

- Timely approval of our request will increase chances of attaining financial feasibility for project.
- No additional impact for this easement beyond that already granted to USBR for canal
- Public involvement opportunities to comment on land use are provided in shoreline permit and in FERC application process.



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: June 27, 2005
TF-05-067

TO: Board of County Commissioners
Franklin County, Washington

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

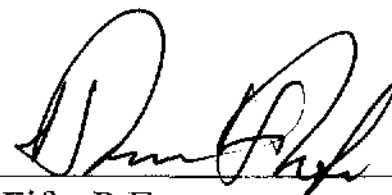
SUBJECT: Dump Trailer – Solid Waste Division

As per Resolution 2003-262 (Purchasing Policy), we reviewed the Small Works Roster and found that no vendors were available for trailer sales. Staff then contacted three prospective sellers from the yellow pages to obtain quotes.

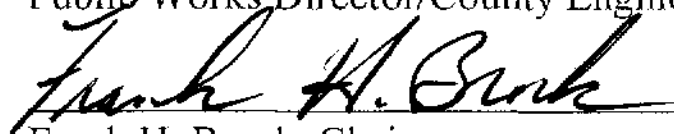
We are recommending the quote for a 2005 Snake River 7106TA 14' hydraulic dump trailer from Don Johnson Sales, Inc. be accepted in the amount of \$5,288.26, which was the lowest received.

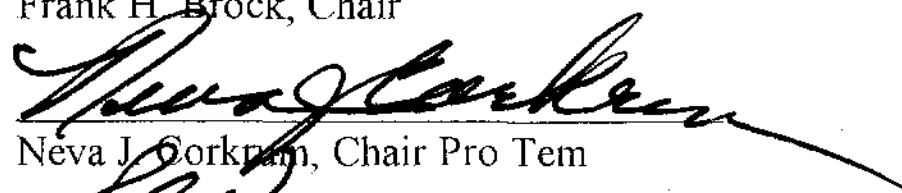
Dated this 27 day of June, 2005.

Recommended:


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

Approved:


Frank H. Brock, Chair


Neva J. Gorkman, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board