

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for July 18, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **Resolution 2005-287** for an inter budget transfer in the amount of \$1,000 from the 2005 Current Expense Superior Court – C.E. Budget, Number 001-000-165, line item 512.21.31.0000 (Office & Operating Supplies) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.1651 (Superior Court Law Books). (Exhibit 1)
2. Approval of **Resolution 2005-288** for an intra budget transfer in the amount of \$600 within the 2005 Current Expense Superior Court – C.E. Budget, Number 001-000-165, from line item 512.21.49.0004 (Schooling/Training) to line item 512.21.43.0000 (Travel). (Exhibit 2)
3. Approval of **Resolution 2005-289** for the Interagency Agreement between Pasco School District No. 1 and Franklin County Sheriff's Office, effective August 2005 through June 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 3)

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

9-1/2 cent Gas Tax

Mr. Brock asked if the other Board members would like to sign a resolution in support of the state 9-1/2 cent gas tax. Mrs. Corkrum said yes. Mr. Koch said it appears that there are enough signatures in opposition to go to the ballot on the 9-1/2 cent gas tax.

Vouchers

Motion – Mr. Koch: I move approval of warrants: TRAC Operations warrants 8594 through 8644 for \$56,357.01; TRAC Operations warrants 8645 through 8679 for \$52,733.78; Franklin County RV Facility warrants 156 through 163 for \$13,677.48; and

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Grand Old 4th warrants 41 through 63 for \$19,318.29; for a total amount of \$142,086.56.

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

INFORMATION SERVICES (IS)

IS Director Kevin Scott met with the Board.

New employees

Mr. Scott introduced new employees Marc van den Dikkenberg and Travis Amundson to the Board.

Projects

As part of the Bi-PIN project, 25 laptop computers in the Sheriff's Office vehicle need the software to be upgraded at no cost to the county. Four servers and several workstations need to have the computer aided dispatch (CAD) software upgraded.

Historically for District Court and Superior Court, computers have been provided by the state or the county can provide them and be reimbursed by the state. We opted this year to have the county buy them and then the state will reimburse us. Reimbursement will not be received until October or November.

Mrs. Corkrum asked if the costs for the new Sheriff's boat laptop computer can be taken out of the boat fund. Mr. Scott said Emergency Management told him it can be purchased out of the Homeland Security funding. The laptop will cost about \$4000. It is a special hardened laptop that is designed for a rugged environment such as in the military. The modem will be waterproofed. The total cost will probably be about \$7000 but figures are not finalized yet.

Dispatch 911 system upgrade

The current Dispatch system is 12 to 13 years old. It is not compliant with Phase II wireless. The upgrade will require two to three IS personnel to work for several days to a week. Mr. Scott described how the new system will allow use of the county maps with longitude and latitude lines. Many of the 911 calls are coming in on cell phones instead of land lines.

Elections Computer System upgrade

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The total cost for the Elections computer system upgrade will be approximately \$54,000 to be paid for out of a grant. The upgrade involves hardware and software.

Fire Station Printing

The City of Pasco wants to implement a change in fire station dispatching. The city has installed printers in all of their fire stations so that when a call comes in, dispatchers can print the event directly to the printers in the fire stations. Soon, the fire trucks will have laptop computers in them so that printing won't even be required. Software has been installed and testing has occurred to make sure we can access the printers from Dispatch.

Dispatch Upgrade

Some work needs to be done in the Dispatch upgrade center when the wiring is replaced, such as replacing carpeting and new paint. The Mobile Command Center will be used while the Dispatch room is vacated.

WIFI at TRAC

WIFI is a wireless technology. It is a service that is provided by most hotels and convention centers. We want to do that at TRAC. We will put up repeater sites around the complex, probably two to three of them. TRAC staff will experiment with using them. Vendors will be able to use it inside TRAC. Russ Dean Ford would like to have their sales people have a direct wireless connection back to the home office. We do not know the costs yet but expect it to be low cost.

The Franklin County PUD has an antenna that sits on top of the arena to provide internet to the surrounding area. Telco Wiring is the reseller of the PUD service.

Kahlotus Cell Tower

The bid has been awarded and the contractor has been notified. Once the contract is in place, a work schedule will be created and a construction start date will be set.

Email system upgrade

The current email system needs to be upgraded. This will require purchasing a new server and software. The upgrade will allow filtering of most of the offensive SPAM email. This will save us from spending approximately \$10,000 to purchase a

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separate SPAM filtering solution. In addition, we will have the benefit of new functionality and easier manageability of the email system.

GIS

GIS Director Dann Borden met with the Board.

Department Update

Mr. Borden said GIS is planning a rollout of a new software version. We're implementing GIS in two departments that have not used it before, the Weed Board and Mosquito Control. We are trying to work with a city in Canada that uses a West Nile virus computer software system. GIS is reimbursed for the time spent on Mosquito Control work. The Weed Board received free software from Intergraph to try for a year to establish what we want to do. Weed Board staff used to be able to identify the site of 40 to 50 weeds a day. Now they can identify up to 250 per day using a PDA and the GIS system.

Mr. Borden said Public Works is proposing a research project to identify every foot of right-of-way in the county. It would take a long time, perhaps many years.

The next software release has the ability to do new types of work for GIS. It adds many cartographic features that will help make maps look better.

Recessed at 9:48 a.m.

Reconvened at 9:54 a.m.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers

Motion – Mr. Koch: I so move to accept the vouchers: County Road Fund for \$173,884.23; MV & PW Equipment Fund for \$76,037.99; Paths & Trails Fund for \$2397.06; Solid Waste Fund for \$743.75; and Probation Work Crew for \$3288.49.

Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 5)

Resolution: Cell Phone Agreements

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Public Works employees Kingsley Berg and Kenny McDaniel would like to use their own cell phones for county business and have the county pay half of the base cost per month rather than carrying two cell phones. This will also save the county money.

Motion – Mrs. Corkrum: I move we approve Agreement between Franklin County and Kenny McDaniel and Kingsley Berg for the use of their personal cell phones for county business. This is Resolution 2005-290. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 6)

USBR Right-of-Use Application/East Foster Wells Road Extension Phase 2

Mr. Fife asked for the Board's signature on the formal application for the right-of-way to the U.S. Bureau of Reclamation. There is a \$200 fee. Mr. Fife will attach maps to the application that is sent to the USBR.

Motion – Mrs. Corkrum: I move approval of the chairman to sign the right-of-use application with the Bureau of Reclamation and Franklin County for the East Foster Wells Road Extension. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Purchase of Two Dump Bodies for Mack Truck

Motion – Mr. Koch: I move that we accept the request to purchase two dump bodies from North End Truck Equipment of Marysville. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

Tri-City Water Follies Contest

Clear Channel and Casa Chapala are sponsoring a bikini contest during the Water Follies. Swimsuits have to be pre-approved and are supposed to be modest. They have asked for approval to hold the contest on the Franklin County side of the Columbia River. Mrs. Corkrum asked why Franklin County is involved. Mr. Brock said because Benton County turned them down. Mr. Fife answered the Board's questions. It will be held at Margaritaville, at about the Road 36 entrance.

Mr. Brock said he personally thinks if the Water Follies is a family affair, a bikini contest is not appropriate. Mrs. Corkrum asked what the City of Pasco thinks. Mr. Fife said the Pasco Police are okay with it. They are comfortable with the security.

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Mr. Koch asked if it is separated from the general public. Mr. Fife said yes, Margaritaville is a separate area that is adjacent to the beer gardens. Mrs. Corkrum asked if the nearby houses will be able to see into the staging area. Mr. Fife thinks so. The Board reviewed the proposal (Exhibit 9).

Motion – Mr. Koch: I so move to carry on as it's presented, to allow it. Second by Mrs. Corkrum. 2:1 vote in favor. Yeas: Mr. Koch and Mrs. Corkrum. Nay: Mr. Brock.

Recessed at 10:11 a.m.

Reconvened at 10:15 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Courthouse Renovation

Courthouse drawings were reviewed for the commissioners secretary office layout. Mr. Bowen asked if the Board would consider having a built-in desk for the secretary. The current desk will not fit in the space. If a built-in desk is made, it would involve a change order. The cost is not yet known. Two other cabinets could be moved to the administrative office area. The Board gave approval to proceed.

Mr. Bowen described changes that are being made in the Assessor's office space to make it more functional. The change will allow the existing desks to be used. Mr. Bowen will get prices.

Troy Woody joined the audience.

Basin City Water-Sewer District

The Basin City Water-Sewer District put out a Request for Qualifications (RFQ). However, the grant funds require that the county do the professional services solicitation. Mr. Bowen requested that Franklin County put the ad in the paper and run it for two weeks. The cost of the advertisement will be a Franklin County expense.

Motion – Mrs. Corkrum: I move we approve the legal notice for Basin City Water-Sewer District for qualification packages to be submitted no later than 5 p.m., August 8, 2005, in the Commissioners Office. Second by Mr. Koch. 3:0 vote in favor.
(Exhibit 10)

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Letter from concessionaires

Mr. Bowen received an email from Judi Gruver, Washington NICA representative, in commendation of the Grand Old 4th event (Exhibit 11). Mrs. Corkrum asked that a copy of the email be sent to Paul Whitemarsh at City of Pasco.

Criminal Justice Sales Tax

The Board reviewed a proposed informational postcard about the criminal justice sales tax ballot issue. The county will pay for the mailing costs.

TRAC

TRAC Manager Troy Woody met with the Board. Present in audience: Mike Killian.

Event Updates

Recent events at TRAC included: Merk wedding reception, Noe Hispanic dance, and Renholds reception for about 150 in AmeriSuites. A quarter horse show will start Wednesday.

Rock Picker

The Board reviewed a picture of a used Anderson rock picker. Mr. Woody told the Board about what the rock picker will do. The rock picker would cost \$14,000 if it was new. The TRAC tractor will pull it. Mr. Woody also sourced out three other used rock pickers. He would recommend bidding on the used rock picker in Heppner. The Board gave approval to try to purchase the rock picker at the auction. Mr. Bowen said Mr. Woody would have to find the money in the TRAC budget and at the end of the year come in for a supplement if necessary.

Mr. Koch asked who thought Anderson was the preferred rock picker. Mr. Woody said every horse person and three different auctioneers. Mr. Koch asked if the size of rocks being picked up at just under 2" is small enough. Mr. Koch thought that smaller rocks need to be picked up. Mr. Woody said it is a commitment issue to get the rock picker. If this isn't satisfactory, we can go to something else. Mr. Koch doesn't think it will do what's needed at TRAC. Mr. Woody said since the Motocross we have found quite a bit of rock. The rock picker will help. It will make some difference. He

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thinks it is a wise investment. The Board had previously approved up to \$10,000 for purchase of a used rock picker.

Food and Beverage Candidates

Mr. Woody asked if he can make a job offer once he chooses a food and beverage candidate. The Board said he can make a job offer and it's his decision who is hired.

Event Manager

The Event Manager position will be posted. Mr. Woody would like to have a start date of September 1. Mr. Bowen is concerned about posting the position without a salary range. Mr. Woody would post it as depending on qualifications (DOQ) pending the Salary Review Committee's meeting to consider the salary.

Meeting Room Painting Project

TRAC meeting rooms are being painted.

OTHER BUSINESS

Property near TRAC

Mr. Koch asked Mr. Bowen what are we doing about the county property near TRAC. Mr. Bowen said we turned it over to the Planning Department to find out from the City of Pasco what would be required to do subdivisions of the property. He will check with the Planning Department.

Legislative Issues

Motion – Mr. Koch: I move we send a letter to Washington State Association of Counties (WSAC) regarding legislation issues with the five items that we had concerns with. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 12)

Minutes

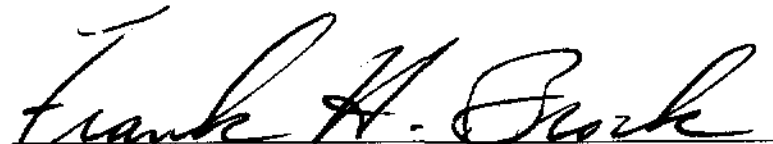
Motion – Mr. Koch: I move for approval of minutes for July 13, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

Adjourned at 11:02 a.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until July 20, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed July 20, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 287

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTER BUDGET TRANSFER IN THE AMOUNT OF \$1,000 FROM THE
2005 CURRENT EXPENSE SUPERIOR COURT – C.E. BUDGET,
NUMBER 001-000-165, TO THE CAPITAL OUTLAY BUDGET, NUMBER
001-000-710**

WHEREAS, the Superior Court Administrator notified the Board of the need to transfer funds to the Books line item in the Capital Outlay Budget, due to cost increases; and

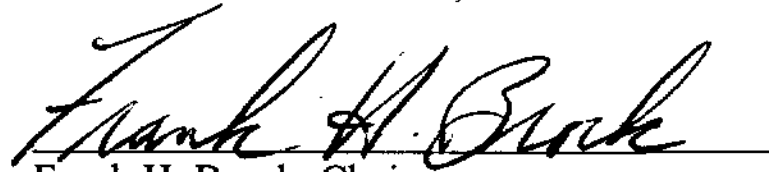
WHEREAS, the Superior Court Administrator recommended a transfer from the Superior Court – CE Budget Office Supplies line item to supplement the Books line item in the Capital Outlay Budget; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$1,000 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an inter budget transfer in the amount of \$1,000 from the 2005 Current Expense Superior Court – C.E. Budget, Number 001-000-165, line item 512.21.31.0000 (Office & Operating Supplies) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.1651 (Superior Court Law Books).

APPROVED this 18th day of July 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
Superior Court

cc: Accounting Department
Transfer Notebook

FRANKLIN COUNTY RESOLUTION NO. 2005 288

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$600 WITHIN THE
2005 CURRENT EXPENSE SUPERIOR COURT – C.E. BUDGET,
NUMBER 001-000-165**

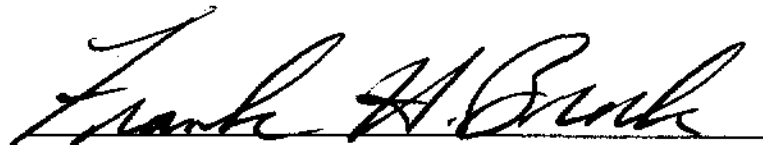
WHEREAS, the Superior Court Administrator requested a transfer due to insufficient funds in the Travel line item; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$600 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$600 within the 2005 Current Expense Superior Court – C.E. Budget, Number 001-000-165, from line item 512.21.49.0004 (Schooling/Training) to line item 512.21.43.0000 (Travel).

APPROVED this 18th day of July 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
Superior Court

cc: Accounting Department
Transfer Notebook

FRANKLIN COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 7/18/05	Execute Contract	_____	CONSENT AGENDA <u>X</u>
SUBJECT: Line Item Transfer	Pass Resolution	_____	PUBLIC HEARING _____
_____	Pass Ordinance	_____	1 ST DISCUSSION _____
_____	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: Pat Austin	Other	_____	OTHER _____
Reviewed By: _____	Approve for Hearing	_____	

BACKGROUND INFORMATION

The Superior Court requests line item transfers in the area of Books and Travel to meet current obligations. The Court has seen an unanticipated increase in both the cost of law books and travel. At this time we are attempting to utilize funds within our existing budget without requesting supplemental funds and therefore, request the funds be transferred to as outlined below.

SUMMARY

Line item transfers:

<u>From Account #</u>	<u>To Account #</u>	<u>Amount</u>
512.21.31.0000 (Office Supplies)	594.00.64.1651 (Books)	\$ 1000.00
512.21.49.0004 (Training)	512.21.43.0000 (Travel)	\$ 600.00
		<u>\$1600.00</u>

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

.00

MOTION

FRANKLIN COUNTY RESOLUTION NO. 2005 289

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTERAGENCY AGREEMENT BETWEEN PASCO SCHOOL DISTRICT
NO. 1 AND FRANKLIN COUNTY SHERIFF'S OFFICE, EFFECTIVE
AUGUST 2005 THROUGH JUNE 2007**

WHEREAS, pursuant to R.C.W. 39.34, the Pasco School District No. 1 and Franklin
County Sheriff's Office desire to enter into an interagency agreement; and

WHEREAS, the purpose of the agreement is to enhance the safety and security of
students, teachers, staff, visitors by patrolling McLoughlin Middle School; and

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

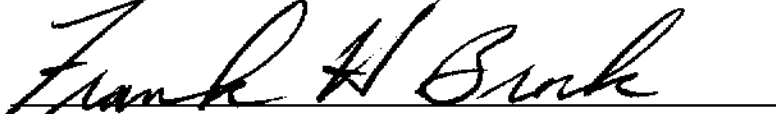
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative
authority of Franklin County and desires to enter into this arrangement as being in the
best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners
hereby approves the attached Interagency Agreement between Pasco School District No. 1
and Franklin County Sheriff's Office, effective August 2005 through June 2007.

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

APPROVED this 18th day of July 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Pasco School District No. 1

cc: Sheriff's Department
Prosecutor's Office

INTERAGENCY AGREEMENT

Between

Pasco School District No. 1

And

Franklin County Sheriff's Office

2005 289

This Agreement, pursuant to Chapter 39.34 RCW is made and entered into by and between the Pasco School District No. 1, hereinafter referred to as the "District," and the Franklin County Sheriff's Office, hereinafter referred to as the "County."

It is the purpose of this agreement to:

1. Enhance the safety and security of students, teachers, staff, visitors and patrols of the McLoughlin Middle School located within the Franklin County, Washington.
2. Provide for the presence of armed and uniformed Sheriff's Deputy both inside and outside the school building during certain school hours in support of such safety and security and the maintenance of a secure and peaceful learning atmosphere.
3. Provide for prevention or prompt and effective intervention by the Franklin County Sheriff's Office in situations involving, but not limited to:
 - a. Maintenance of order;
 - b. Use, possession, or sale of illegal drugs and alcohol on school premises;
 - c. Crimes against persons;
 - d. Crimes against property; and
 - e. Any other situations or activities, which require the intervention of law enforcement officers.
4. Provide for participation by Sheriff's deputies in the educational activities and role modeling to foster and enhance knowledge of and respect for law enforcement and law enforcement officers by students and the community.
5. Provide positive and supportive interface between law enforcement representatives and the District's substance abuse prevention efforts including, but not limited to Natural Helpers, Student Assistance Teams, Anti-Bullying and other intervention and prevention efforts by the District.

It is therefore mutually agreed that:

1. Statement of Work. The County shall furnish the necessary personnel and services and otherwise do all things necessary for and incidental to the performance of the work stated herein. The County shall:

- a. Station a full-time uniformed Sheriff's Deputy at the following schools during the 180 days when school is in session during the months of August through June:

1) **McLoughlin Middle School (8 hours per day).** For the purposes of this Agreement this assigned Deputy shall be termed the "School Resource Officer (SRO)."

b. Cooperate with the District to provide training and education to the assigned deputy to insure effective communication and interrelation with the school community and its students.

c. Cooperate with the District to monitor and evaluate the effectiveness of the assigned deputy and the program.

d. Meet as needed during the academic year with the District's representative (as designated by the District) to evaluate the effectiveness of the program.

e. Cooperate with the District's representative to investigate and report on any complaints regarding the conduct of an assigned deputy, share fully, as permitted by law, with the District's representative all results of such investigations for the purpose of responding to each complaint and cooperate to resolve each complaint. Provided, that it shall be the responsibility of the District to respond to any complaint the District receives from a student, parent or patron of the District and communicate the results of any investigation to such person or persons; and

f. Assign one full-time uniformed Sheriff's Deputy to teach the Anti-Bullying curriculum at Ruth Livingston Elementary School and Edwin Markham Elementary. For the purposes of this Agreement this Deputy shall be termed the "~~School Resource Officer (SRO)~~" **Anti-Bullying Curriculum Officer** 485

2. **Terms and Conditions.** All rights and obligations of the parties to this agreement shall be subject to and governed by the terms and conditions contained in the text of this agreement.

3. **Period of Performance.** Subject to its other provisions, the period of performance of this agreement shall commence in **August 2005** and be completed in **June 2007** unless terminated sooner as provided herein.

The principal of each building shall be responsible for notifying the Sheriff's Office of the school calendar, schedule of events and activities, and any changes in the same. The principal shall determine the specific hours when a deputy shall be present within the limits set forth in Section 1.a. of the Agreement.

4. **Payment.** The District shall reimburse the County for its expenses in employing one (1) deputy for nine (9) months out of each year of this agreement as follows:

a. For 2005-2006, nine (9) equal monthly payments of six-thousand one hundred twenty-eight dollars (\$6,128.00).

b. For 2006-2007, nine (9) equal monthly payments of six-thousand three hundred seventy-three dollars (\$6,373.00).

c. Due to early release days and other regularly scheduled non-school days when a deputy's presence is not required for a full eight (8) hours, in consideration for compensation as stated in 4(a) and 4(b) above, the County agrees to provide a deputy for school year activities outside of the regularly scheduled school assignment. Requests for a deputy's presence at school activities outside of the deputy's regularly scheduled school assignment will be compensated separately at the rate of \$38.30 per hour for 2004-2005, and \$39.83 per hour for 2006-2007.

5. Billing Procedure. The county shall submit a monthly invoice or billing statement to the District. Payment shall be made to the County according to the regular procedures of the District.

6. Funding. In addition to the costs associated with the School Resource Officer, funding for an Anti-Bullying curriculum officer hereunder shall be provided by the District at a cost of \$500 per year for supplies.

7. Non-Discrimination. In the performance of this agreement, the District and the County shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 7904) and Chapter 49.60 RCW, as now and hereafter amended. Both shall not, except as they may be specifically allowed by laws to do so, discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensor, mental, or physical handicap in:

- a. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
- b. Denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services or the delivery of services contemplated by this agreement or otherwise afforded others hereunder.

In the event of non-compliance by either party or refusal to comply with the above provisions this agreement may be rescinded, canceled, or terminated in whole or in part. The non-complying party shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. Records Maintenance. The County shall maintain books, records, documents and other evidence that sufficiently and effectively reflect all direct and indirect cost expended in the performance of the services described herein. These records shall be subject to inspection, review or audit by the personnel of both parties, other personnel authorized by either party, the Office of the State Auditor and federal officers, if any, so authorized by law. The County and District shall retain all books, records, documents, and other materials relevant to this agreement for seven (7) years after expiration. The office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access and the right to examine any of these materials during this five-year period.

9. Responsibilities and Authority of School Administrator. The principal or other administrator designated by the District as responsible for the supervision and daily operations of the school shall, subject to the lawful exercise of the deputy's law enforcement responsibilities, schedule, assign and direct the deputy's duties under this agreement.

The principal is responsible for the investigation of incidents that occur at or are related to the school. If the principal finds that he or she or any individual is in physical danger, the principal may request the law enforcement officer to assist him or her.

In the case of a search of student property for the violation of District rules or other administrative reasons, the school principal or designated administrator or District employee shall conduct the search. Once the principal has reason to believe that a crime has been or may be committed, the principal or other designated administrator may request the law enforcement officer to assume responsibility.

The building administrator shall have the responsibility to contact and report to parents and patrons regarding activities and findings of the law enforcement officer.

10. Indemnification. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees or agents while performing his/her official duties under this agreement.

11. Agreement Alterations and Amendments. The District and the County may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by the personnel authorized to bind the District and the County.

12. Termination. Except as otherwise provided in this agreement, either party may terminate this agreement upon sixty-days (60 days) written notification. If this agreement is so terminated, the terminating party shall be liable only for performance, in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

13. Savings. Should any portion of this agreement be declared illegal, the balance of the agreement shall remain in full force and effect to carry out the purposes of this agreement.

14. Disputes. In the event that a dispute arises under this agreement, it shall be resolved in the following manner: The Superintendent of the District shall appoint a member to the Dispute Board. The Franklin County Sheriff shall appoint a member to the Dispute Board. The Superintendent and the Franklin County Sheriff shall jointly appoint a third member to the Dispute Board. That person shall act as chairperson, convene the Dispute Board and cause a determination of the dispute, arrived at by a majority of the Board, to be rendered in a timely manner. The determination of the Dispute Board shall be final and binding on the District and County.

15. **Notices.** Any notices required herein or related hereto shall be delivered in writing to the District at:

**Pasco School District No. 1
Attn: Superintendent
1215 West Lewis Street
Pasco, Washington 99301**

And to the County at:

**Franklin County Sheriff's Office
Attn: Richard Lathim
1016 North 4th Avenue
Pasco, Washington 99301**


16. **All Writings Contained Herein.** This agreement contains all the terms and conditions agreed to by the parties. No understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties to this agreement.

In Witness whereof, the parties have executed this agreement effective this 18th day of JULY, 2005.


Franklin County

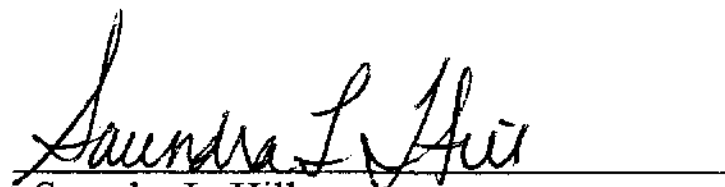

Frank Brock, Chairman
Board of Commissioners

Pasco School District No. 1

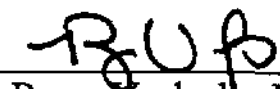

Ricardo Espinoza, President
Board of Directors

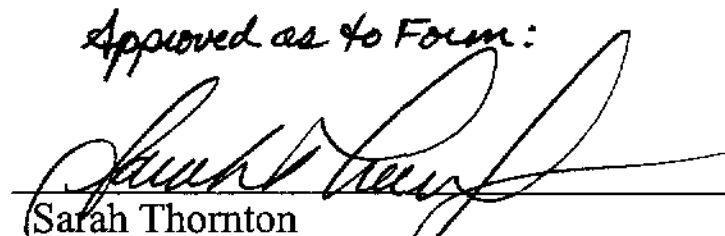
Attest:


Mary Withers, Clerk
Board of Commissioners


Sandra L. Hill
Superintendent

Approved as to Form:


Ryan Verhulst, Deputy
Franklin County Prosecuting Attorney

Approved as to Form:

Sarah Thornton
School District Counsel

Franklin County Sheriff Contract Calculations				
	2003-2004	2004-2005	2005-2006	2006-2007
September	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
October	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
November	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
December	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
January	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
February	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
March	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
April	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
May	\$ 5,666.00	\$ 5,892.00	\$ 6,128.00	\$ 6,373.00
	\$ 50,994.00	\$ 53,028.00	\$ 55,152.00	\$ 57,357.00
		\$ 2,034.00	\$ 2,124.00	\$ 2,205.00
Percent Increase		3.84%	3.85%	3.84%

EXHIBIT 4
Franklin County Auditor

July 18, 2005

1016 North 4th Avenue
Pasco, WA 99301

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

P.O. Box 1451
Pasco, WA 99301

July 18, 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, July 18, 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>
TRAC Operations	8594-8644	\$56,357.01
TRAC Operations	8645-8679	\$52,733.78
Franklin County RV Facility	156-163	\$13,677.48
Grand Old 4 th	41-63	\$19,318.29

In the amount of \$142,086.56. The motion was seconded by
And passed by a vote of 3 to 0.



Accounting
545-3505

Elections
545-3538


Recording
545-3536

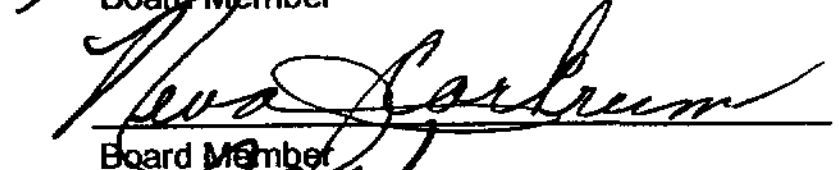
Licensing
545-3533

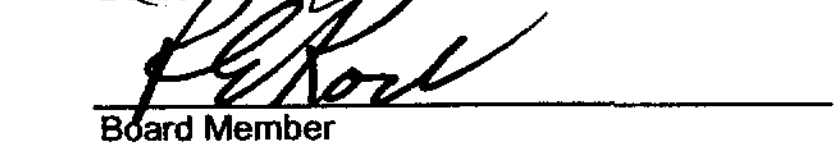
VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$173,884.23 ON THIS 18TH DAY OF JULY 2005.

COUNTY ROAD FUND
15000
150 000 001 540 00


 Board Member


 Board Member

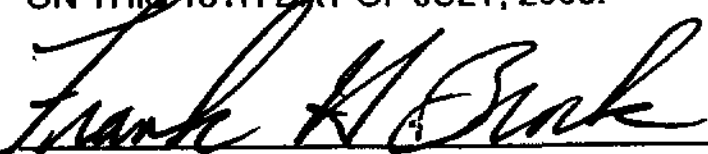

 Board Member

Voucher #	Claimant	Purpose	Amount
	Advance Office Systems	Lease payment on copier machine	687.71
	Big Bend Electric Coop	Electric service for lights	126.28
	Brutzman's, Inc.	Office supplies	195.05
	Cascade Natural Gas Corp.	Service from 5/28 to 6/30/05	8.63
	Cingular Wireless	Cell phone holders for vehicles	41.20
	Diamond Traffic Products	Cenurion software	860.99
	Evergreen Safety Council	Membership dues	195.00
	4M Janitorial Supply	Monthly service	1,014.11
	Franklin County PUD	Monthly service	1,031.96
	Franklin County Auditor	Recording fee & document copy fee	26.00
	Franklin County Information Services	Broadband service for 7/05 and services	951.66
	Helena Chemical Company	Chemicals	156.70
	Inland Asphalt Co.	Contract retainage	1,335.68
	American Traffic Safety Svcs. Assoc.	Shipping charge	16.00
	Pacific Safety Supply, Inc.	Safety vests (5)	116.21
	Wayne Woodward	Land & damages for Selph Landing project	72,500.00
	Orkin Exterminating	Pest control services for Administration building	63.85
	Printer Tech	Toner cartridges	160.28
	Reese Concrete Products, Inc.	Caps & monuments	1,371.10
	Road Products, Inc.	Pavement striping pay estimate #2	5,642.75
	Sargent Engineers, Inc.	Professional services for CRP562	6,397.85
	SemMaterials, L.P.	CRS-2P for maintenance program	76,062.45
	City of Connell	Water & sanitation services to Connell shop	108.20
	Tri-City Sign & Barricade, Inc.	Ribbon (12 boxes)	32.49
	U.S. Dosimetry Tech, Inc.	Quarterly reports (TLD 5 chip)	143.98
	Utilities Underground Location Ctr.	Excavation notifications for month of 6/05	49.72
	WA State DOT	General project management for CRP574	4,447.28
	Zee Medical Service	Medical supplies	141.10

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$76,037.99 ON THIS 18TH DAY OF JULY, 2005.

MV&PW EQUIPMENT FUND
500 000 001
548.60


Board Member


Board Member


Board Member

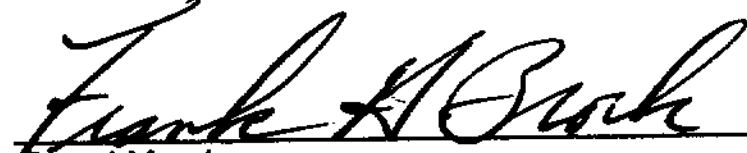
Voucher #	Claimant	Purpose	Amount
	Applied Industrial Technologies, Inc.	AG bearing	230.58
	Astley's Automotive Warehouse	Split poly loom, mini mag bulb	15.52
	Basin Disposal, Inc.	Monthly Service to 06/30/05	152.82
	BearCat Mfg., Inc.	Coils mack valve	56.75
	Ben-Ko-Matic	Tube brushes	2,087.81
	Amerigas - Kennewick	Propane	24.84
	Campbell & Bruce	Test and check system	114.26
	Cascade Natural Gas	Monthly Service: 05/28/05-03/30/05	57.32
	Casaday Bee-Line Towing	Front-end alignment & wheel balance	77.71
	Central Hose & Fittings, Inc.	Hydraulic hoses, connectors, stems	147.66
	Chevron USA, Inc.	Gasoline	13.65
	Clyde West	Spindles, shock absorbers	223.36
	Connell Grange	Tire repair	26.93
	Connell Oil, Inc.	Diesel & gasoline	18,366.99
	Critzler Equipment	Cylinders, clutches, bushings, spacers, knives	8,737.37
	Financial Consultants, Inc.	Lease Payment #15: Chevrolet P/U's	832.97
	Franklin PUD	Monthly Service	628.20
	IBS Incorporated	Positive and negative battery ends	54.84
	Les Schwab Tire Center	Tires	918.27
	McCurley Chevrolet	Transmission fluid, filter	40.83
	Mount's Lock, Key & Engraving	Transponder key, Dodge Magnum keys	124.38
	Mountain Oil, Inc.	Gasoline for Sheriff's Vehicles	39.32
	Tri-City Nissan	Valves, gaskets	195.69
	NAPA Auto Parts	Misc. parts	2,052.42
	Norco, Inc.	Nozzles, shield, electrodes, spray paint	211.06
	Ranch & Home	Hitch ball, pulley	23.05
	Rowand Machinery Co.	Alternator, core credit	256.67
	Russ Dean Ford	05 Crown Vic.(CS-2508), alternator, sensor	26,558.65
	Stellar Industrial Supply	Cutting blades	38.48
	Trimble Financial Services	Payment 28: Survey Equipment	894.73
	Tri-Cities Battery & Auto Repair	Battery	55.18
	Tri-City Paints True Value	Misc. paint brushes	14.45
	U.S. Linen	Monthly service	162.46
	Western States Equip. Co.	Motor grader cut edges	6,645.29
	Western Peterbilt, Inc.	Seal - trim bulb	20.24
	Wondrack Distributing	Leaded/Unleaded	5,937.24

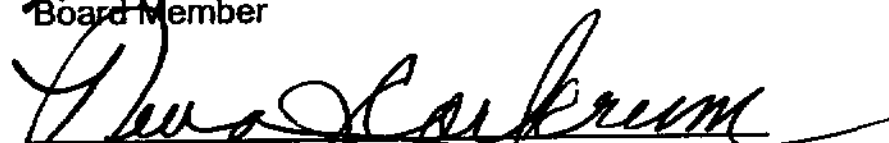
VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$2,397.06 ON THIS 18TH DAY OF JULY 2005.

2005 YEAR VOUCHERS

**PATHS & TRAILS FUND
FUND 153-000-001**


Board Member


Board Member

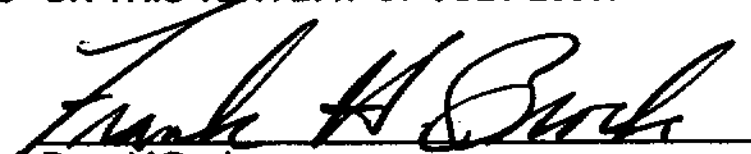

Board Member

Voucher #	Claimant	Purpose	Amount
	Franklin County Road Dept.	Reimbursement for 2nd Quarter 2005 services	2,397.06


VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$743.75 ON THIS 18TH DAY OF JULY 2005.

SOLID WASTE FUND
152 001 001
539 10


Board Member


Board Member

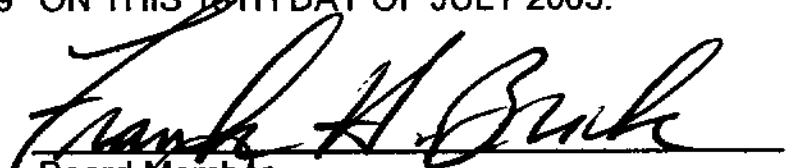

Board Member


Voucher #	Claimant	Purpose	Amount
	BDI TRANSFER	dump coupons	349.13
	FRANKLIN CO INFO SERVICES	global crossing invoice	27.94
	NORTHWEST CONTAINER RENTAL	recycle box rent	366.68

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$3,288.49 ON THIS 18TH DAY OF JULY 2005.

Probation Work Crew
152 002 001
523 30


Board Member


Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	BDI TRANSFER	littercrew disposal costs	428.29
	WILLIAMS SCOTSMAN	storage container	2847.21
	RANCH & HOME	hitch ball/chrome	12.99

FRANKLIN COUNTY RESOLUTION NO. 2005 290

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

**RE: AGREEMENT BETWEEN FRANKLIN COUNTY AND
KENNY MCDANIEL AND KINGSLEY BERG FOR THE USE OF THEIR
PERSONAL CELL PHONE FOR COUNTY BUSINESS**

WHEREAS, Kenny McDaniel and Kingsley Berg, are required by their job description to be available 24 hours a day for emergencies; and

WHEREAS, Kenny McDaniel and Kingsley Berg have a personal cell phone that they can be reached at 24 hours a day;

WHEREAS, Kenny McDaniel and Kingsley Berg would not be allowed to make personal calls on a County provided cell phone; and

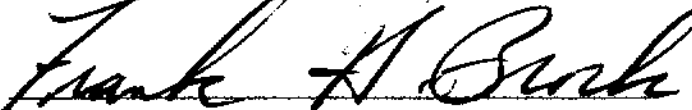
WHEREAS, it is not practical to carry two separate cell phones; and

WHEREAS, Kenny McDaniel and Kingsley Berg are willing to carry and use their personal cell phone for County business.

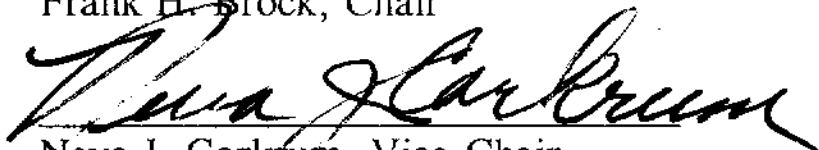
NOW, THEREFORE, BE IT RESOLVED that Franklin County hereby approve the payment of one-half of the monthly base charge of Kenny McDaniel's and Kingsley Berg's personal cell phone, effective June 1, 2005.

APPROVED this 18 day of July, 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva L. Corkrum, Vice-Chair



Robert E. Koch, Member

Attest:


Clerk of the Board

INSTRUCTIONS FOR RIGHT-OF-USE APPLICATION

Application Process

1. Complete the Right-of-Use Application

Complete all parts of the application. Attach additional sheets, if more space is needed. If you have additional questions, please contact your local or regional Reclamation office. A list of offices can be found at the following web site address:
<http://www.usbr.gov>

2. Attach Plans, Specifications, Maps, and Drawings

Submit two copies of all plans, specifications, maps, and other drawings with the application before processing can proceed. All drawings must be neat and legible. GEO referencing (latitude and longitude) should be provided, if known, on all maps and drawings. If the application is for a bridge, building, or other types of major structures, Reclamation may require that all plans and specifications be signed and sealed by a professional engineer licensed by the State where the work is proposed. A survey may be required at the applicant's expense.

3. Enclose an initial minimum deposit fee of \$200, payable to the Bureau of Reclamation.

See "Fees and Associated Costs" below for more information. Failure to submit the required fee and adequate information will cause delays in evaluation of the application.

4. Submit the application, deposit fee, and attachments to your local or regional Reclamation office.

Local Office: Bureau of Reclamation
Ephrata Field Office
P.O. Box 815
Ephrata, WA 98823

For additional information, please contact: Mrs. Stephanie Utter, Land Resources Officer, at 509-754-0261.

Fees and Associated Costs

You must submit an initial minimum deposit fee of \$200, payable to the Bureau of Reclamation with your application. If, after a preliminary review of the application, Reclamation determines the granting of a right-of-use document is incompatible with the present or future uses of the land and the right-of-use cannot be granted, Reclamation will refund \$150 of the initial minimum deposit fee.

After receipt of application and preliminary review Reclamation will advise you of the estimated administrative costs, which the applicant will be required to pay before processing the requested right-of-use. Administrative costs include, but are not limited to: appraisal costs, National Environmental Policy Act compliance, National Historic Preservation Act compliance, and costs related to Reclamation's review, document preparation, and issuance of the right-of-use. In the event the estimated administrative costs exceed the initial deposit, you will be required to supplement the initial deposit. No refund will be made for any deposits if you refuse to accept the right-of-use after it is prepared and offered.

In addition to the administrative costs, the applicants will also be required to pay a land use fee based on the market value of the use as determined by Reclamation prior to issuance. Code of Federal Regulation Title 43, Part 429 describes the procedures that will be used to process and recover the value of right-of-use and administrative costs incurred in permitting such use.

7-2540 (1-03)
Bureau of Reclamation

OMB Control No. 1006-0003
OMB Expiration Date: January 31, 2006

Additional information may be obtained by contacting the Regional Office located closest to the proposed right-of-use location:

Mid-Pacific Regional Office
Federal Office Building
2800 Cottage Way
Sacramento, CA 95825-1898
916-978-5000

Pacific Northwest Regional Office
1150 North Curtis Road, Suite 100
Boise, ID 83706-1234
208-378-5012

Upper Colorado Regional Office
125 South State Street, Room 6107
Salt Lake City, UT 84138-1102
801-524-3600

Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006-1470
400 Railroad Avenue
Boulder City, NV 89005-2422
702-293-8411

Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900
406-247-7600

7-2540 (1-03)
Bureau of Reclamation

OMB Control No. 1006-0003
OMB Expiration Date: January 31, 2006

RIGHT-OF-USE APPLICATION

(Fill out completely. If additional space is needed, include on a separate sheet of paper)

1. The right-of-use is to be issued to:

☐ Individual(s) ☐ Partnership/Association ☐ State Government ☒ Local Government
☐ Corporation ☐ Other (explain) _____ ☐ Federal Government

2. Legal name, address, telephone number, and tax identification number or social security number (submission of social security number is optional) of individual(s) or entity right-of-use is to be issued to.

FRANKLIN COUNTY – EAST FOSTER WELLS ROAD
3416 Stearman Avenue
Pasco, WA 99301
509-545-3514
TAX ID # 91-6001315

- 2a. Full legal name(s) and title(s) of individual(s) who will sign and accept the terms of the right-of-use document.

BOARD OF COUNTY COMMISSIONERS—FRANKLIN COUNTY, WASHINGTON
FRANKLIN COUNTY COURTHOUSE
PASCO, WA 99301

NOTE: If applicant is an entity or serving in a capacity other than as an individual, attach copies of the proper papers evidencing creation, good standing, and resolution/authorization for the person signing to commit the entity.

3. Name, address, and telephone number of individual to contact for additional information, if other than No. 2.

TRAVIS A. MARDEN, P.E., PROJECT MANAGER
J-U-B ENGINEERS, INC.
2810 W. CLEARWATER AVE., STE. 201
KENNEWICK, WA 99336
509-783-2144

4. Specify what the application is for:

☒ New Right-of-Use ☐ Assignment of Right-of-Use Number _____
☐ Renew/amend existing Right-of-Use (include Right-of-Use Number) _____

5. Location of the proposed use:

Section **1 & 12** Township **9 N** Range **31 E** Meridian **WILLAMETTE**

County **FRANKLIN** State **WA** Farm Unit and Block **N/A**

Approximate acreage: **12.38** Longitude (if known) **118° 59' 54"** Latitude (if known) **46° 17' 13"**

[A map or drawing showing the location of the proposed use is required, along with GEO referencing (if known). A survey at the applicant's expense may be required.]

SEE ATTACHED DRAWINGS

7-2540 (1-03)
Bureau of Reclamation

OMB Control No. 1006-0003
OMB Expiration Date: January 31, 2006

6. Length of term for which the right-of-use is requested **PERPETUAL USE FOR PUBLIC RIGHT-OF-WAY**. (Reclamation will determine if the term is allowed based on information submitted.)
7. Date the applicant would begin the requested right-of-use is **IMMEDIATELY FOLLOWING DOCUMENT EXECUTION**. The anticipated completion date of construction is **FALL 2006**. (Work/use cannot begin until the right-of-use document is signed by Reclamation and all fees have been paid).
8. Describe in detail the proposed use of Reclamation's lands, facilities, and water surface areas and include a map of the area showing the location of the project area. This description should include: (a) type of system or facilities to be constructed (e.g., canal, pipeline, road), (b) related structures and facilities, (c) physical specifications (length, width, grading, etc.), (d) method of construction, (e) temporary work areas needed for construction, (f) volume or amount of product to be transported, (g) duration and timing of construction, and (h) other Federal, state, or other lands needed for this project to be acquired by the applicant. Include physical data and dimensions such as facility size, pipe sizes, transmission line voltages, ground clearances, and clearances from Reclamation structures, etc. Attach plans, specifications, maps, and drawings to application. (*Attach additional sheets, if additional space is needed.*) (Please review instruction No. 2. before completing.)

FRANKLIN COUNTY INTENDS TO CONSTRUCT THE EXTENSION OF EAST FOSTER WELLS ROAD, BEGINNING AT PIEKARSKI ROAD, CONTINUING EAST ACROSS SMITH CANYON AND TERMINATING WITH A NEW INTERSECTION AT PASCO-KAHLOTUS ROAD. THE COUNTY PROPOSES TO CONSTRUCT A TWO LANE ROADWAY, CONSISTING OF TWO 11 FOOT LANES, 6 FOOT SHOULDERS AND GUARDRAIL WHERE REQUIRED. A LARGE, BOTTOMLESS DRAINAGE STRUCTURE, APPROXIMATELY 22 FEET WIDE BY 12 FEET HIGH, WILL BE CONSTRUCTED AT THE LOCATION OF THE CURRENT ELTOPIA BRANCH CANAL LATERAL WASTEWAY THROUGH SMITH CANYON FOR THE TRANSFER OF CANAL DISCHARGE WATER AND DRAINAGE FROM CONTRIBUTING LAND AREAS. THIS STRUCTURE WILL BE CONSTRUCTED WITHIN THE EARTHEN ROADWAY EMBANKMENT AND DESIGNED TO ALLOW LARGE MAMMAL MIGRATION UNDER THE ROADWAY, PROVIDING CONTINUED ANIMAL MIGRATION OPPORTUNITIES. SEE ATTACHED PRELIMINARY ROADWAY PLANS FOR DETAILS.

9. Provide a description of the likely environmental effects this use will have on air quality, visual impacts, surface and groundwater quality/quantity, threatened and endangered species, historic and cultural resources, and impacts to Reclamation facilities and operation/maintenance activities. Include with this application any environmental documentation or applicable permitting requirements that support the intended right-of-use. (Additional environmental documentation may be required.)

SIGNIFICANT IMPACTS TO AIR QUALITY, SURFACE OR GROUNDWATER QUALITY/QUANTITY, THREATENED AND ENDANGERED SPECIES, HISTORIC AND CULTURAL RESOURCES ARE NOT ANTICIPATED. THE SEPA AND NEPA PROCESSES HAVE BEEN COMPLETED BY FRANKLIN COUNTY (SEE ATTACHED CHRONOLOGICAL LISTING OF ENVIRONMENTAL PROCESSES). A LARGE BOTTOMLESS ARCH CULVERT WILL BE CONSTRUCTED FOR WATER CONVEYANCE AT THE EXISTING CHANNEL (SEE RESPONSE #8 FOR MORE DETAILS).

10. Give a statement of your technical and financial capability to construct, operate, maintain, and terminate the system and facilities for which a right-of-use is being requested.

FRANKLIN COUNTY HAS JURISDICTION OVER AND MAINTAINS 990 MILES OF PUBLIC ROADWAYS, INVOLVING 1,410 CROSSINGS OVER USBR FACILITIES. OF THOSE CROSSINGS, THE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND OPERATIONS OF 108 BRIDGES AND BOX CULVERTS PER THE CROSSING AGREEMENT ESTABLISHED BETWEEN FRANKLIN COUNTY AND THE UNITED STATES DEPARTMENT OF THE INTERIOR DATED 1/17/1949. FRANKLIN COUNTY OPERATES AND MAINTAINS THE ROADWAYS OVER THE REMAINING 1,302 USBR MAINTAINED AND OPERATED IRRIGATION CROSSINGS. THE COUNTY HAS THE ABILITY AND PERSONNEL TO OPERATE AND MAINTAIN THIS ADDITIONAL CROSSING.

7-2540 (1-03)
Bureau of Reclamation

OMB Control No. 1006-0003
OMB Expiration Date: January 31, 2006

11. Describe other reasonable alternative routes and modes considered. Why were these alternatives not selected? Give an explanation as to why it is necessary to cross Reclamation lands.

FOUR ROUTES WERE ANALYZED AND PRESENTED TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS. THESE ROUTES WERE PRESENTED IN THE EAST FOSTER WELLS ROAD EXTENSION LOCATION ANALYSIS REPORT, DATED APRIL 2002. THIS AREA OF THE COUNTY IS VOID OF ANY EAST-WEST ROADWAYS LINKING SR 395 TO PASCO-KAHLOTUS ROAD TO THE EAST. DUE TO THE LARGE TRACTS OF LAND USBR OWNS IN THIS PORTION OF THE COUNTY (APPROX. 2,590 ACRES) ANY OF THE ALTERNATIVES WILL IMPACT THE SMITH CANYON AREA. BASED ON STATEMENTS FROM SCBID ENGINEER DARVIN FALES, ALTERNATIVE 4 WAS NOT FAVORABLE DUE TO THE NUMEROUS TIMES IT CROSSES THE DRAINAGE CHANNEL IN THE CANYON, AND ALTERNATIVE 2 IMPACTS ONE OF THE MAN-MADE DIKES LOCATED IN THE CANYON BOTTOM. DIRECTION WAS GIVEN BY MR. FALES TO PURSUE THE EASTERLY ALIGNMENT ALONG EXISTING FRANKLIN PUBLIC UTILITY DISTRICT POWERLINES BECAUSE IT HAS THE LEAST IMPACT TO SCBID FACILITIES. PER SCBID ENGINEERING, THIS LEAVES ALTERNATIVES 1 AND 3 AS ACCEPTABLE ALIGNMENTS.

12. State whether any hazardous material will be used, produced, transported, or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance, or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations.

AGRICULTURAL MACHINERY AND DELIVERY VEHICLES WILL UTILIZE THE ROADWAY FOR DELIVERY AND DISTRIBUTION OF FERTILIZERS AND FUELS, AS WELL AS AGRICULTURAL GOODS SUCH AS GRAINS, FRUITS AND VEGETABLES.

13. Applicant Certification

I certify that the information given in this application is true, complete, and correct to the best of my knowledge and belief and is given in good faith. I understand that the fees submitted with this application represent the minimum costs of processing a successful application. I also understand that I am responsible for all administrative costs and land use fees, which are in excess of the \$200 initial deposit.

I understand that the submission of this application is for information purposes only and does not constitute authority to work within or trespass upon Reclamation lands; and no work will commence until a fully executed right-of-use document is issued by Reclamation.

Date

7-18-05
Date

Signature(s) of Applicant(s)

Frank A. Burk
Signature(s) of Applicant(s)

Paperwork Reduction Act

This information is needed to evaluate requests for rights-of-uses (such as easements, leases, licenses, or permits) of Bureau of Reclamation land. Response to this request is voluntary; however, without this information we may not grant your request. Public reporting burden for this form is estimated to average 2 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid Office of Management and Budget control number.

Privacy Act Statement

Information obtained by this form is protected by the Privacy Act of 1974 system of records notice INTERIOR/WBR-29, and will be used to maintain land status information and proof of right-of-use for legal purposes. If you fail to complete all the information requested on this form, Reclamation may refuse to grant a right-of-use application.



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: July 18, 2005
TF-05-071

TO: Franklin County Commissioners

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

SUBJECT: Two(2) Dump Bodies for Mack Truck Chassis

We have two (2) Mack trucks on order for delivery this fall. There is a considerable lead time in purchasing and installing dump bodies on the chassis.

Therefore, consider this as our formal request to purchase two dump bodies from Northend Truck Equipment Co. of Marysville, WA off the State Contract.

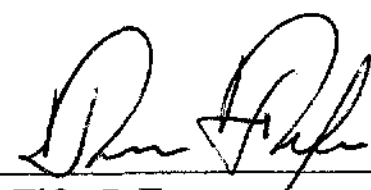
The cost for each are as follows:

1	Tenco TCB-14-T-AH-S-LP 10/12 Yard Side Tipping Body	\$62,470.00
1	Model NTE 14.5 10/12 Yard GOV	\$35,410.00

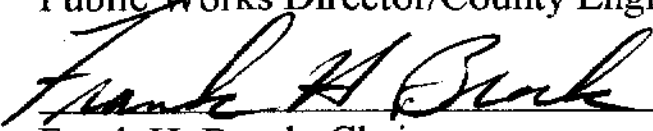
Your review and approval is hereby requested.

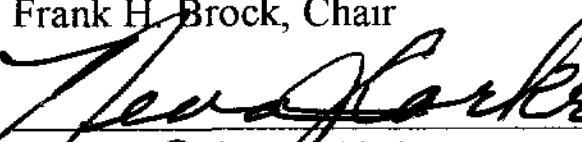
Dated this 18 day of July, 2005.

Recommended:


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

Approved:


Frank H. Brock, Chair

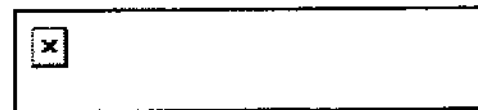

Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board

July 18, 2005

Robert Young Apartments
Aerial DemonstrationsHAPO
Community
Thunder Cup

To: Tim Fife, Franklin County
Ken Roske, Pasco Police Department
Paul Brunner, Pasco Police Department
Stan Strebel, City of Pasco

From: Lynae Carter, Event Director Tri-City Water Follies

Date: July 15, 2005

Re: Clear Channel/Casa Chapala Bikini Contest during Water Follies

Hi Tim,

Per our conversation this morning, here is a recap of the Tri-City Water Follies Board of Directors discussions and requirements leading up to the decision to allow Clear Channel to move forward in hosting the Miss Columbia Cups bikini contest.

The preliminary judging would take place between 1-3pm Saturday, July 30, with the final judging taking place on Sunday, July 31 at a time to be determined. Competition would be held within the fenced Casa Chapala Margaritaville area on the Pasco shoreline.

Here are some excerpts from the official Tri-City Water Follies Board of Directors meeting from July 5, 2005:

Special Order: Gail Sears, Clear Channel Radio, gave an overview of a proposed bikini contest to take place in Margaritaville, with Casa Chapala. Clear Channel will be broadcasting live from Margaritaville between 11am and 1pm Saturday and the preliminary bikini contest (if approved) would be from 1pm-2pm, with the final round on Sunday. If this competition goes well, they would expand for 2006 to hold the preliminaries at different venues around the area prior to the races leading up to the final round onsite.

Contestants would sign up online and participants would receive event tickets from Clear Channel. (Clear Channel is a Water Follies trade sponsor and received tickets as part of WF advertising agreement.) **All contestants must be over 21, show valid ID, and be required to sign a release/hold harmless form.**

Chuck Keltch will speak with Pasco residents and officials to see if they have concerns about this type of event. The short timeline is a concern but it is doable. **TCWF would require Clear Channel/Casa Chapala to hire 4 to 6 additional CMS personnel for crowd control and pick up any additional costs.*** Lupe Barragan, Casa Chapala, is working on a layout of Margaritaville to show placement of stage, security, etc.

Chuck Keltch noted that Margaritaville was packed last year and this year, they'll be moving the fence line separating Margaritaville and the beer garden to the east to allow more room for Margaritaville.** Casa Chapala is a sponsor and this area is included in their agreement. The expanded area size was taken into consideration, along with requests for

additional amenities, and their sponsorship fee was increased this year to compensate for the additional exposure and expected increase in revenue.

It was suggested that TCWF designate the time of the contest finals as not to interfere with previously scheduled activities. If this event worked this year, the preliminaries could start earlier next year, bringing attention to the races earlier than usual. A straw pole was taken. 10 approved contingent on security and liability requirements being met. 3 opposed.

Clear Channel Radio is located in Pasco and has had a Pasco private area for many years. They would like to get more people over on that shoreline. Gail will speak with King Beverage this week to see if they'll come on board. Clear Channel and Casa Chapala are meeting Monday, July 11 to discuss further details. They'll notify the office if they intend to move forward with the proposal, in which case, representatives will attend the July 11 WF board meeting.

**We will have two additional CMS personnel at the entrance, two at the stage, and one rover. This is in addition to the CMS personnel already staffing this area and the Water Follies volunteer security staff.*

***The exterior measurements of this fenced, tented area remains the same. The interior fence line splits the inner area between Casa Chapala's area and the Budweiser beer garden.*

The following excerpt is from the July 11, 2005 meeting:

Special Order: Gail Sear, Clear Channel Radio, gave a recap of the proposed Miss Columbia Cups bikini contest proposed by Clear Channel and Casa Chapala as discussed in the July 5, 2005 board meeting. She updated the board of the progress made since last meeting with the board and hearing their concerns. Clear Channel thought they should put extra fencing around the perimeter of Margaritaville to keep alcohol contained. It was explained that this fencing already exists and Clear Channel does not need to provide it. **Clear Channel will place fencing to provide a six-foot restricted area between the crowd and the stage/contestants.** Copies of the Clear Channel contest release/hold harmless listing TCWF in the hold harmless and their standard liability release were distributed for review.

Chuck Keltch is trying to contact public officials to see if they have specific concerns about this event, but has been unable to speak with them as of this meeting. TCWF will require Clear Channel to provide security through CMS/Starplex and pay for those services. Clear Channel and Casa Chapala will donate profits from the event to the Miss Tri-Cities Scholarship Program. It was noted that Lupe Barragan wants to take the necessary steps to protect his reputation as well as that of TCWF and he doesn't want to jeopardize his relationship with TCWF. **97Rock/Clear Channel will approve contestant swimwear and will remove them from the area if they display inappropriate behavior.** * TCWF has had issues with 97Rock in the past, but the relationship has greatly improved since that time.

Chuck Hudon recommended that the actual liability release be attached to the release agreement and a separate document be prepared releasing TCWF from any relationship with Clear Channel, not just the contestants involved. **

It was recommended that this first year be used as a trial run for this event. We will also monitor the DJ's and sound level. There was caution that no matter how much TCWF says this "is Clear Channel's event," any negative publicity would be tied to us. Are we asking for trouble mixing bikinis and alcohol? Is this event worth risking the "family-friendly" reputation we've tried so hard to build? It was noted that these are the same concerns voiced when the Board first considered allowing Casa Chapala to serve hard alcohol in "Margaritaville" and with the proper procedures in place, we haven't had any incidents with that area. With the proper requirements and preparations in place, the bikini contest is fairly low-risk for the level of possible exposure given during the limited time (2 to 3 hours a day for two days.) Contestants will receive tickets through Clear Channel and will be escorted from the Keltch home to the venue. **The office will check with the insurance carrier, City of Pasco, Franklin County and the Pasco Police Department to**

see if they have concerns or additional requirements for this type of event. The Board agreed that Chuck Hudon will review and approve the Clear Channel release and liability documents.

A motion was made by Chris Jensen and seconded by Chuck Keltch to approve the relationship with Clear Channel and Casa Chapala to approve the proposed bikini contest contingent on insurance requirements being met and clearance being received by city and county officials. 14 in favor, 5 opposed. Motion carried.

*There was further discussion about types of swimwear during the meeting. Swimwear will be modest, pre-approved, and contestants will be made aware that they may face charges if they display inappropriate behavior, nudity, etc. Contestants will not be in contact with the crowd during the competition

** City of Pasco and Franklin County will be listed as a additional insured on both the contestant hold harmless and the Clear Channel/Water Follies hold harmless.

Tim Fife

From: Sears, Gail [GailSears@Clearchannel.com]
Sent: Friday, July 15, 2005 5:58 PM
To: Lynae Carter; tfife@co.franklin.wa.us; pascopads@charter.net; roskek@ci.pasco.wa.us; STREBELS@ci.pasco.wa.us
Cc: tblackman@franklinpud.com; Chuck Keltch; John Mostoller; Chuck Forrester
Subject: RE: Proposed bikini contest during Water Follies

Hi everyone,

My response is a little longer than an email should be so I've attached it in letter form. Feel free to contact me this weekend via phone or email. We're all looking forward to a successful and fun event. Have a great weekend!

Gail Sears

Account Executive, Clear Channel Radio/Tri-Cities, WA
KOLW KORD KXRX KEYW KFLD
2621 W. A St., Pasco, WA 99301
Office: 509/547-9791, ext. 132 Fax: 509/547-8509
Cell: 509/727-3329 gailssears@clearchannel.com

What other MARKETS and what other MEDIA may I help you with?

-----Original Message-----

From: Lynae Carter [mailto:lynae@waterfollies.com]
Sent: Friday, July 15, 2005 4:19 PM
To: tfife@co.franklin.wa.us; pascopads@charter.net; roskek@ci.pasco.wa.us; STREBELS@ci.pasco.wa.us
Cc: Sears, Gail; tblackman@franklinpud.com; 'Chuck Keltch'; 'John Mostoller'; Chuck Forrester
Subject: Proposed bikini contest during Water Follies

Hello all,

Attached is a memo listing additional details about the bikini contest being held on the Pasco shoreline during Water Follies. Please take a moment to familiarize yourselves with the steps taken by the Board prior to reaching the decision to allow the bikini contest to move forward.

To clarify, this event was proposed by Clear Channel in partnership with Casa Chapala as a tie-in to their current concession space. These sponsors (Clear Channel and Casa Chapala) are organizing and promoting this contest; not the Water Follies. We do also understand that Water Follies would ultimately be responsible because it takes place at our event. In that light, the Water Follies Board of Directors has addressed security and insurance issues to the best of their ability and is requiring Clear Channel have safeguards in place to make this a safe addition to the our shoreline activities.

Just to highlight a few key points:

- The contest would take place within the "Margaritaville" area, which is completely fenced and secured in accordance with state liquor control laws.
- Crowd Management Services (CMS) has been contacted and has scheduled the additional manpower to staff this event to ensure a safe environment for all involved.
- Clear Channel has been made aware with the security and liability requirements set forth by the Water Follies and has agreed to all conditions. They've also implemented liability and contestant policies to safeguard all parties involved.
- If this is allowed to move forward, the City of Pasco and Franklin County would be listed as additional insured on any policies pertaining to this event.

7/18/2005

As I've mentioned to all of you, the Board is certainly not wanting to jeopardize the strong relationship we share with each of your organizations. We are aware of the short notice of this addition to our event, and that was a concern voiced by the Board. Please know that we are more than willing to consider additional guidelines you may require and will comply with your decision.

Our next Board of Directors meeting is 5:00 pm this Monday, July 18. If any municipality involved chooses to oppose this event, we'd like to know by then so our Board and applicable sponsors may be notified. If you would like additional information, please don't hesitate to contact me.

Thanks for your consideration,

Lynae Carter
Event Director
Tri-City Water Follies
PO Box 2051, Tri-Cities, WA 99302
3180 W. Clearwater Ave. Suite E
Kennewick, WA 99336
V: 509.783.4675
Toll free: 877.73.HYDRO
F: 509.783.4674
lynae@waterfollies.com

July 18, 2005



Clear Channel Radio
2621 W. A Street
Pasco, WA 99301
Tel 509/547-9791 Fax 509/547-8509

Gail Sears
Account Executive
gailssears@clearchannel.com
Cell 509/727-3329

Speaking for everyone here at Clear Channel/Tri-Cities, I would like to thank the Water Follies board for approving this event and "holding our hand" throughout the process. We certainly understand every concern and will address each one as needed.

SECURITY: We have taken the steps to have additional security in place, as recommended, and I will be delivering a check from one of our contest sponsors to the Water Follies office on Monday.

EVENT: While the perception of a bikini contest lends itself to a "Girls Gone Wild"-type of event, I can assure you that we will not be presenting that type of event. One of our foremost concerns is to ensure that no relationship with the community, TCWF, Casa Chapala, the City of Pasco, or Franklin County is harmed in any way. We also understand the family-oriented atmosphere that everyone has worked so hard to develop over the years. We have rules and regulations in place--no thong bikinis, participants may not appear intoxicated, we will be verifying ID, and so on. We have limited the number of contestants to 12-15. On Saturday, we will be paring the field to 5 or 6 via crowd-response judging. Those finalists will then return on Sunday. We expect the event to take approximately 1 hour on Saturday and 45 minutes on Sunday. The scheduled times should not interfere with a race but may overlap into an airshow performance.

Along with Margaritaville, we have also received permission from Peter Rusnak at King Beverage to utilize their area as well. We will be setting up a small stage within the beer garden/Margaritaville for easier viewing of the contestants and emcee. I will provide you with a proposed layout of the area no later than Friday, July 22.

We will have a copy of the rules, the release form which the contestants will be signing, and pending any hold-ups, the insurance certificate at the board meeting on Monday. If you are unable to attend the meeting, please let me know and I will email or fax you the copies.

Clear Channel/Tri-Cities is part of Clear Channel Worldwide which currently owns over 1200 radio stations throughout the country. I acknowledge that the perception of 97 Rock KXXR may be one of "less than acceptable" due to actions during the races many years ago. We have matured since those years. Clear Channel has rules and regulations in place concerning what is acceptable behavior and what is not. We want to present a tasteful yet entertaining event as well as continue to forge a stronger relationship with TCWF and all concerned parties. One of our goals over the past few years has been to help TCWF grow the Franklin County side of the race course. We see this as one of the many ways of achieving that goal. If this event proves to be successful and we're invited back for 2006, we will consider making this event a larger one, taking it to on-premise locations (taverns, bars, etc.) for preliminary rounds and holding a final event on the Franklin County side.

We will be happy to address any concerns or comments. Please feel free to contact me via the numbers listed or by email.

Thank you for your consideration.

s/Gail Sears
Account Executive, Clear Channel Radio

**PROFESSIONAL SERVICES SOLICITATION
REQUEST FOR QUALIFICATION (RFQ)
BASIN CITY WATER-SEWER DISTRICT**

The Franklin County Board of Commissioners are seeking Request for Qualification (RFQ) from qualified engineering and consultant firms to evaluate and assess the existing water and sewer facilities based in the Basin City. It is the desire of the Basin City Water-Sewer District to purchase the existing water-sewer facilities privately owned or develop new facilities for the further growth of the Basin City community.

One or more firms will be selected for an interview based upon the following criteria categories, weighted as indicated: qualification of key personnel (2); relevant experience as demonstrated on previous projects (2); previous performance (1); and expressed interest in the project (1).

Firms desiring consideration shall submit four (4) complete qualification packages and any other pertinent data to further assist the selection committee in evaluating the firm's qualification to: Franklin County Commissioner's Office, attention Fred Bowen, County Administrator, 1016 N. 4th Avenue, Pasco, WA 99301. Qualification packages should be submitted to arrive no later than 5:00 p.m. on August 8, 2005. The most highly rated firm will be selected for an interview and negotiation of the professional service contract. Qualified engineering consultants will carry this project through the planning, design and construction phase of the entire project.

Franklin County is an Equal Opportunity and Affirmative Action Employer. Minority and women-owned firms are encouraged to submit statements or proposals. This project is partially funded through the Washington State Community Development Block Grant program with federal funds provided by the U. S. Department of Housing and Urban Development

July 18, 2005

Fred Bowen

From: Judi Gruver [judi98837@yahoo.com]
Sent: Wednesday, July 13, 2005 1:48 PM
To: fbowen@co.franklin.wa.us
Subject: Grand old 4th

Fred Bowen and Committee

The Grand Old 4th event was of the best organized and executed event's we have attended and participated in. The NICA members that attended your event want to thank you for the opportunity to provide vendors to support your event.

The entire group of NICA members are interested in supporting this event and any other events you should endeavor next year.

Sincerely
Judi Gruver
WA. NICA Rep.

Do You Yahoo!?

Tired of spam? Yahoo! Mail has the best spam protection around
<http://mail.yahoo.com>

July 18, 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

July 18, 2005

Washington State Association of Counties
206 Tenth Avenue S.E., Suite A
Olympia, WA 98501-1311

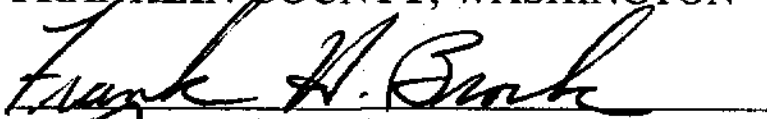
Re: Franklin County Concerns needing legislative attention

Franklin County is asking for your help through the Legislative Steering Committee in the following matters:

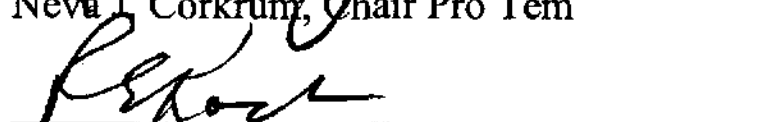
1. Provision of some city funding of Juvenile Justice matters.
2. Provision of some city funding of health matters.
3. Asking the state to insure counties for subcontractors' acts and omissions under the General Terms and Conditions agreement with the Department of Social and Health Services.
4. We are asking for relief by allowing counties to stop annexations by cities when they are done randomly or 75% of the contiguous property is not developed.
5. We are asking that the process be changed to allow counties to negotiate on property sales and purchases in a similar fashion as cities and ports are allowed to do.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

cc: File/LB
Prosecutor Steve Lowe