Commissioners' Proceeding for September 7, 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

<u>Motion</u> - Mr. Koch: I move we accept the consent agenda for September 7, 2005, as presented:

- 1. Approval of **joint Resolution 2005-367** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Counties Superior Court Adult Drug Court Program and Lourdes Counseling Center (CD Unit), for a term commencing January 1, 2005 and terminating on September 30, 2006. (Exhibit 1)
- 2. Approval of **Resolution 2005-368** authorizing the Information Services department to purchase of a desktop scanner for the Clerk's office in an amount not to exceed \$665, to be paid from the County Clerk Budget, Number 001-000-160, line item 512.30.49.0002 (Jury Fees). (Exhibit 2)
- 3. Approval to award a Certificate of Appreciation to Jenny Zacher for 36 years of dedicated service to Franklin County. (Exhibit 3)
- 4. Approval *Out-of-State Travel Request* for Kay Hendrickson to attend a Clothing & Textile Volunteer Educational Seminar in Portland, Oregon, September 30 through October 1, 2005, for an estimated expense of \$225. (Exhibit 4)
- 5. Approval of *Voluntary Transfer of Annual Leave Request* as per Resolution 2001-246 for Rhonda Martin (Corrections) as follows:
 - Sandra Schroeder (Corrections) to transfer 8 hours.
 - Patricia Haifley (Corrections) to transfer 8 hours.
 - Gary Keever (Corrections) to transfer 8 hours.
 - F. Reeder (Corrections) to transfer 8 hours.
 - K.C. Clements (Corrections) to transfer 16 hours.
 - Lori Schmidt (Corrections) to transfer 16 hours.
 - Yvette Wilson (Corrections) to transfer 16 hours.
 - Alma Winklesky (Corrections) to transfer 8 hours. (Exhibit 5)

Commissioners' Proceeding for September 7, 2005

Benton-Franklin Council of Governments (BFCoG)

Mr. Brock asked the other Board members to consider a change in the BFCoG port assessment. He said the increases in the assessment to the counties will be phased in over three years for cities and counties. In 2006, cities and counties would pick up one-third (2%) of the port reduction, in 2007 two-thirds (4%) and in 2008, all of the reduction. In 2006 and 2007, the Assessment Stabilization Fund would pick up the difference. Monetary figures are unknown.

<u>Motion</u> – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Mental Health Funding for jail inmates

Mr. Koch attended a meeting regarding mental health funding in jails. Franklin County would receive about \$4700 per month. The funding is stop gap funding for mental health for felons who do not receive Medicaid and other funds while they are in jail and for the 30 days after they leave jail. A contract is being prepared.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of payment of vouchers as listed: Election Equipment Revolving warrant 277 for \$12,244.40; Sheriff's Narcotic Trust warrants 236 through 237 for \$315.58; Current Expense warrants 46710 through 46762 for \$31,273.78; TRAC Operations warrants 8874 through 8819 for \$32,816.33; Franklin County RV Facility warrants 177 through 180 for \$345.87; Treasurer O&M warrant 171 for \$4,332.00; and Current Expense warrants 46685 through 46709 for \$10,656.94; for a total of \$91,984.90. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Indigent Defense Contracts

The indigent defense contracts will expire on December 31, 2005. The Board discussed procedures that will be followed to prepare new contracts.

HUMAN SERVICES (HS)

HS Director Dave Hopper met with the Board.

Information Formats

Commissioners' Proceeding for September 7, 2005

Mr. Hopper asked the Board what type of information they would like to see from his department, what formats it should be in, and how frequently. The Board reviewed some reports.

Mrs. Corkrum asked what is meant by "service events". Mr. Hopper said events are the actual contacts with a person. Events may exceed hours. The state asks that events are reported in quarter hours which are then rolled up into hours. Mr. Brock requested that acronyms be used only after the full name is given. Mr. Bowen asked for a legend in the corner of the charts. The Board said a quarterly report would be sufficient.

Mr. Hopper said a biennium report is currently being prepared.

Mr. Koch asked if the revenues are kept track of in-house or in Benton County.

Mr. Hopper said we keep track of them in-house. Diana Ransom is the staff member who handles the bookkeeping. Ms. Ransom is in contact with the Benton County Treasurer's office and Benton County Auditor's office frequently. We bill each week for different services and different bills come in. The county vouchers are prepared by Ms. Ransom and then the Benton County Auditor cuts the checks.

Mr. Koch said he would like to see a revenue spreadsheet. Mrs. Corkrum said the auditor and treasurer could easily give us a printout of revenues and expenditures. She asked Mr. Hopper to request that Franklin County receive quarterly spreadsheets.

Mrs. Corkrum said it would show year-to-date expenditures and the current month.

Mental Health

Mr. Hopper gave an update on the preparation of the Request for Qualifications (RFQ). Dr. Lippman from the Executive Committee told Mr. Hopper that the original founder of Behavioral Health Options (BHO) was at the RSN yesterday. Mr. Hopper believes the initial cost will be \$10,000 but expects it to go up. The state had estimated a \$20,000 expense but the cost will be split with the state.

Mrs. Corkrum said she doesn't understand the new rules and regulations set down for the RSN and how it affects our Human Services Department. She asked about the new rules. Mr. Hopper said the Cody Hargrove legislation is driving some of it. Other aspects are driven by other regulations. The more significant issue in one way is the

Commissioners' Proceeding for September 7, 2005

regulations from The Center for Medicaid – Medicare Services. Mr. Hopper said, stated simply, before we were presented with the funding and we basically signed a risk-based contract to provide all the services that Medicaid and non-Medicaid people presented with --

Mr. Brock asked about the risk-based contract. Mr. Hopper said a risk-based contract meant we had to spend all the money and if more people needed services, we had to come up with the money. Mr. Brock asked how much did that impact you? Mr. Hopper gave an example of hospital funding. He feels we have been successful in managing our local risks.

Mrs. Corkrum asked if some of those items could be paid for from reserve funds. Mr. Hopper said the RSN has reserve funds. Mrs. Corkrum was referring to overall budget reserve funds from Benton and Franklin HS. She asked do other counties have reserve for their overruns? Mr. Hopper believes they do but does not know in detail.

Mr. Brock asked how many of your programs would be risk-based? Mr. Hopper said all mental health services are so they are all under some level of risk. Once the system was designed, then the state adopted it. It was approved by the Federal government. There have to be funds available to cover the risks.

Mr. Hopper has talked to Vyrle Hill of the Washington Counties Risk Pool and explained some of the dynamics that are going on and in particular to a part of our reserve. Mr. Hopper has understood historically a part of the reserve was there to pay if our department suffered losses for whatever reason. He said we've been told we do not have access to county insurance because we are grant-based and we have to live with what we have in our grants. He has seen that happen about 10 years ago when Human Services had to pay funds from their reserve to the state. Mr. Hill told Mr. Hopper that the county insurance is for third party losses, not for contract non-performance. Mr. Hill told Mr. Hopper he didn't think the Risk Pool could deal with it on their own but he plans to talk with some actuarials for more information.

Mr. Hopper said there are other elements. The reserve looks like it's just sitting there. In his mind, the reserve has a number of obligations. Because of the county

Commissioners' Proceeding for September 7, 2005

budget structure, there is not another place to find funds. We're funding some ongoing programs out of the reserve. The reserve really is composed for a big part of mental health savings that this community has created by the reductions in hospitalizations it has been able to achieve.

With the new rules, this risk-based system is gone. The money will not be able to be replenished the same way as it has been in the past. It's a finite resource. The Three Rivers Wraparound Program is funded out of mental health savings. Also there was an amount of funding in the RSN pulled off the top for computer replacements. For the RSN as a whole, it was \$56,000 a month. There was a methodology where it was split out. It used to be the money went out to providers and was all spent. Every provider was buying big servers and running a full computer system. That program was stopped several years ago. Mr. Hopper said we stopped buying people big servers and the RSN decided they would no longer provide a level of computer support to our department so we had to create a centralized infrastructure ourselves. He explained the process that is occurring to build the system. Walla Walla and Columbia Counties are on our system. Whitman County, Skamania County, and Asotin-Garfield Counties are thinking of coming onto the computer system. A lot of us are pooling our resources and savings funds rather than everyone spending money.

Mr. Hopper said there are basically two systems on the RSN, one in the Yakima area and one in our area, with another very small system.

Developmental Disabilities Advisory Board

There are now eight people on the Developmental Disabilities Advisory Board that are very knowledgeable. We hope to have the first meeting in October or November.

Mental Health

The Board asked Mr. Hopper to finish his statement which he began earlier saying: "Stated simply, before we were presented with the funding and we basically signed a risk-based contract to provide all the services that Medicaid and non-Medicaid people presented with." Mr. Hopper said we were basically told to go forth and do the right things, don't come back for any more money, and you get to manage all the risk. In

Commissioners' Proceeding for September 7, 2005

the meantime regulations have changed and RSNs have been caused to be much more like insurance companies. External Quality Review Organization (EQRO) is a new term. What is really happening is we're having to put together almost everything in new administrative duties and tasks, with no new funding, all off the top, and it has in some senses marginal things to do with actual client services. A lot of people are going to say it will make it better over time. I do believe it will. But it's really taking money away from client services right off the top to do all these things.

The Board thanked Mr. Hopper for coming. Mr. Koch asked him to continue to schedule half-hour sessions with the Board.

FRANKLIN COUNTY HISTORICAL SOCIETY

Anne Hayden, Jim Rabideau and Jacque Sonderman met with the Board.

Mrs. Sonderman said the painters union is going to paint the exterior of the museum. The paint is supplied by Grigg's. Mr. Brock asked for a request in writing so the Board can approve it on the record. New carpet has been installed in the archives room. The carpet was donated by Helen and Ken Maurer and installed at no cost. The shrubs were taken out around the museum.

Courthouse Opening

<u>Museum</u>

The eagle has been re-installed on the outside of the courthouse with gold leafing. Brass has been used on the inside but would tarnish on the outside.

A decision has not yet been made about covering/lacquering the outside of dome.

Mr. Rabideau talked about the historical lighting of the courthouse dome.

Mrs. Corkrum said it will be lit again.

Mrs. Sonderman said the Historical Society is excited about being a part of the grand re-opening and maybe help in some way at a reception or some other event.

Mrs. Corkrum said Jefferson County contracted with their historical society for handling a bell tower opening. She described what she would like to have happen, a reception for the public with punch and cookies and people to take groups of five or so and tour the courthouse. Once the courthouse is opened and in use, not all areas will be

Commissioners' Proceeding for September 7, 2005

accessible to the public. Mrs. Corkrum would also like to have a paid dinner in the courthouse. One suggestion was to put tables down the hallway of the Public Safety Building so the dome would be free for gathering and greeting during the event.

Mr. Koch suggested having elected officials and/or employees in the offices that they belong in and let the people walk around on a tour for the open house.

The Board would like to have a contract with the Historical Society to handle the reception and open house. Mr. Brock asked is this something that you think you would be willing to do? Ms. Hayden said we're very enthused about it. He asked the Historical Society to work with County Administrator Fred Bowen.

PROSECUTOR

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

Fire Investigation Interlocal Agreement

An interlocal agreement has been drafted at the Board's request. It is proposed to have the fire protection districts in the county perform fire investigation work with the county serving as an entity to accept all investigation report filing and responses to inquiries regarding those reports. Mr. Verhulp requested a discussion as to how to proceed.

Mr. MacPherson said the fire marshal requirements and county requirements have been reviewed. The earlier discussion was if the fire districts are already doing that, why redo it and have two public entities investigating the same fire. If the fire districts approve, they will investigate the fire, write up the report, and they will keep a copy and send us a copy.

Mr. Verhulp said there is a question about ownership of the report or custody of public records. He said the fire district must be willing to file their original report with the Planning Department office to meet the public custody of records requirements.

Mr. Koch, who serves as a volunteer in Fire District #1 at Connell, said there is still a national fire reporting incident system. He described what happens.

Commissioners' Proceeding for September 7, 2005

Mr. Brock asked if this system that is being described would work. Mr. Koch said the three departments in the north county are all volunteer. Connell still writes a report as well as Kahlotus. He does not know about the fire district at Basin City. The reports are generated after an incident by the fire districts. It would still be on a computer. He said if a fire district files an original report with us, he doesn't know why they can't keep a copy. Mr. Verhulp said they probably could. Mr. Brock said that answers his question. The key is the original needs to be with the county.

Mrs. Corkrum asked what would we be giving the fire districts? Mr. Koch said occasionally an insurance company will call and ask for a report and they are willing to pay some amount for the report for postage, mailing, etc.

There was discussion about how to handle the no man's land areas that do not have fire district coverage. Mr. MacPherson said several different ways could be used including hiring professional services on a case-by-case basis or maybe contracting with one of the fire districts to do it if they would be willing to do so.

Mr. Koch said there have been 30-some reports in 2005 for Fire District #1 to date. No structure fires have occurred in the district. There has been no investigation to do. The property loss was some pastureland and some fences. That's the extent of the investigation. If there is a structure fire or death in no man's land, you would want a report.

Mr. MacPherson has talked to Sheriff Lathim. The deputies typically respond in no man's land fires. They don't always write a report. He asked the sheriff if a deputy responds and he does write a report, do you have a problem giving us that. Sheriff Lathim told him it would not be a problem.

The law states it must be investigated for cause, origin and cost loss. We could work with the Sheriff's office for reports of fires in no man's land or, if need be, we could hire a professional. We could leave it at the discretion of the Board for each occurrence. Mr. Koch gave an example of a fire at Great Basin Seed Company.

Mr. Verhulp said the agreement specifically designates the fire protection districts to do the investigation for any obligation Franklin County has. They have to investigate

Commissioners' Proceeding for September 7, 2005

all fires. It also designates the Planning Office as the entity where reports will be filed. A third designation would have to be added to the contract for no man's land if the Sheriff's Office or someone else would investigate. The law says the Board must designate who is going to do the investigation.

The Board asked Mr. MacPherson to prepare a letter from the Planning and Building Department to the fire districts asking them to review the contract and asking whether they are willing to approve it.

Affordable Housing

Mr. Verhulp said he does not find any language in the RCW that allows for funds to be used for administrative costs. He referred to a conversation with a representative of the Community Action Council (CAC), stating maybe the CAC is referring to the fact that the statute does allow for the local public housing authority to administer rental assistance vouchers.

Mrs. Corkrum said in Benton County the 5% that the auditor is allowed to keep for collecting and administering the funds goes in the general Current Expense fund rather than an Auditor's O&M fund. That 5% is being used to contract with the Richland Housing Authority to administer the work. Mr. Brock said as long as we don't have to pay more than the 5%, he doesn't object. Mr. Verhulp said that is reasonable.

Executive Session at 10:22 a.m. regarding potential litigation expected to last five

Open Session at 10:36 a.m.

Greater Columbia Behavioral Health Advisory Board

Mr. Koch asked Mr. Verhulp to review a contract for auditing work at the Human Services Department.

TRAC

minutes.

TRAC Manager Troy Woody met with the Board.

Personnel

Chanda Tebay started as event manager Tuesday.

RV Park August Financial Report

Commissioners' Proceeding for September 7, 2005

The August financial report for the RV Park was reviewed.

TV Reporter Selina with KEPR TV joined the audience.

Cable TV update: Charter Cable rates are competitive with two other alternatives at \$8.50 to \$9.00 per unit. Mr. Woody had thought we would be able to save money by switching providers but has found that not to be the case. Each RV spot will need to have the service. It is a three-year contract. Mr. Woody will send a letter on all automatically-renewing contracts to cancel the contracts on the ending date.

Wi-Fi update: Mr. Woody and Mr. Bowen will be talking to the PUD about getting Wi-Fi into TRAC and the RV park.

TRAC August Financial Report

The August Financial Report for TRAC was reviewed. August was the least revenue of any month since TRAC opened. It was expected to be tough because August historically is a low revenue month. Mr. Woody reviewed revenue sources and costs in August.

Mr. Bowen said in the past it has been the desire of the board to not have anything going on during Benton Franklin Fair week in August. Do they want to continue with that decision? Mr. Brock said from his standpoint, he would like to continue that.

Mr. Woody asked about non-competing events. The Board said that would be fine.

Mr. Koch said to not schedule any rodeos or horse shows during fair week.

Recessed at 10:56 a.m.

Reconvened at 11:09 a.m.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers

Motion – Mrs. Corkrum: I move for approval of vouchers for County Road Fund for \$59,320.74; MV & PW Equipment Fund for \$38,494.19; and Solid Waste Fund for \$399.42. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

Gas Prices

Commissioners' Proceeding for September 7, 2005

Gas prices have gone up by 46% from last year comparing month to month. It is 25% of the Motor Vehicle budget in Public Works. We delay a year before recovering what we spent last year.

Resolution: Supplemental Agreement #3 between Franklin County Public Works and Washington State Department of Transportation

Mr. Fife asked for approval of a lighting project at Selph Landing and Glade North Road.

Motion – Mr. Koch: I move that we accept a Local Agency Agreement Supplement #3 between Franklin County Public Works and Washington State Department of Transportation. This is Resolution 2005-369. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 9)

Mr. Fife said we're going to do the grading work ourselves.

Federal Rural County Two-Lane Roadway Intersection and Corridor Safety Program

The program is 100% Federal funding with no matching funds required. The only caveat is that we need to decide how to spend it and prepare a priority array on how we will spend it. Mr. Fife has reviewed the report and accident history based on the last five years. A priority array has been prepared with an emphasis on doing intersections where it is warranted and any other safety improvements such as bridge rail, in-slope flattening, protection on culverts or extension of culverts, and any other safety hazards. He took into consideration the areas we plan to rebuild in the next few years which will be eliminated out of the array at this time. He said we would start at the top of the list and work down. This is the array we are proposing that you adopt to spend the money to do design reports and determine what we're going to do and what we're not going to do. Everything will be detailed in a design report before we start doing it.

The \$500,000 will cover quite a bit of the list but not all of it. He anticipates most of the intersection problems will be covered.

<u>Motion</u> – Mrs. Corkrum: I move for approval of the Federal Rural County Two-Lane Roadway Intersection and Corridor Safety Program as listed. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

Commissioners' Proceeding for September 7, 2005

Mr. Fife said this is a pilot program. He does not anticipate it will be repeated.

Engineering Tech III Hire

Mr. Fife told the Board he would like to rehire Richard Russum. He had planned to leave for another business but it did not work out. The union contract requires Board approval.

<u>Motion</u> – Mr. Koch: I move that we accept this proposal for Engineering Tech III Richard Russum. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 11)

Aurora 702 <u>Limited Partnership</u>

<u>Motion</u> – Mrs. Corkrum: I move we send a letter to Katherine Stephens, Surety Claims Representative with American States Insurance Company, regarding Aurora 702 Limited Partnership. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

OTHER BUSINESS

Secretary Patricia Shults met with the Board.

Indigent Defense Attorney Contracts

<u>Motion</u> – Mr. Koch: I move that we send a letter to Steve Lowe for the indigent defense panel attorneys and advise us on his preference of appointment of an attorney to conduct contract negotiations. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 13) <u>Vouchers/Warrants</u>

<u>Motion</u> – Mrs. Corkrum: I move for approval of payment of County Road payroll for \$60,827.61 and Motor Vehicle Fund payroll for \$9771.37. Second by Mr. Koch. 3:0 vote in favor.

<u>Minutes</u>

Motion – Mr. Koch: I move that we accept the minutes for August 29, 2005 and August 31, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

<u>Ladies Workout Express</u>

A business called Ladies Workout Express has asked for approval to offer corporate rates to employees and post notices on public bulletin boards in the county.

Commissioners' Proceeding for September 7, 2005

<u>Motion</u> – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. Basin <u>City Water and Sewer Consultants</u>

The county budgeted \$10,000 to hire consultants. They have done so much work that they are requesting more funds. Mr. Bowen had hoped to get grant block funding to pay for the work but it has not come yet. He asked for Board approval to prepare an agreement that would not exceed \$10,000 to pay the consultants for providing us with the assistance to try to obtain these block grants for Basin City.

<u>Motion</u> – Mr. Koch: I so move for approval. Second by Mrs. Corkrum. 3:0 vote in favor.

Courthouse Renovation

A courthouse breezeway brick enhancement proposal was reviewed. More damage has been found that was anticipated. It can be repainted or fixed to match the rest of the courthouse. The Board reviewed the figures. A change order has not been prepared yet. The Board would like to have the brickwork done to match the rest of the courthouse.

Change Order #10 was reviewed. The items in the change order have been reviewed previously and approved.

<u>Motion</u> – Mr. Koch: I move that we accept Change Order #10 for courthouse renovation. This is Resolution 2005-370. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 14)

Work Release and Printshop: Re-estimates are being obtained to expand the Printshop into the old Coroner's area and also to complete the Work Release center. Mr. Bowen would like to move forward and have county employee Clyde Greatorex finish those up at this time. The Board gave approval.

Current figures in Budget #310-000-001 were reviewed.

Grand Old 4th

The proposed 2006 Grand Old 4th budget was reviewed.

Fair Conferences: Mr. Bowen asked for approval for six people to attend the Washington State Fair Association (WSFA) conference in Yakima. He also asked for

Commissioners' Proceeding for September 7, 2005

approval for four people to attend the International Association of Fairs and Expositions (IAFE) Conference in Las Vegas. The 2006 Grand Old 4th budget has allocated the \$7440.66. The funds will be spent in 2005. Mr. Bowen said the bottom line of the 2005 budget will have to be increased to cover the travel which will occur in 2005 in preparation for the 2006 event. Mrs. Corkrum said she would prefer to take the \$1700 out of a contingency line item instead of having a public hearing to increase the bottom line.

Surplus Vehicle for Coroner

The Board earlier had asked Mr. Bowen to bring the coroner's request for a surplus vehicle back for further consideration at budget time. There are some Chevy S-10 pickups that will be surplused around June 1, 2006. He asked if the Board is willing to provide the coroner with one of those vehicles. It would cost about \$1500.

Motion - Mrs. Corkrum: I so move. Second by Mr. Koch. 3:0 vote in favor.

Executive Session at 12:04 p.m. regarding personnel expected to last 10 minutes.

Open Session at 12:14 p.m.

Recessed at 12:15 p.m.

Reconvened at 7:00 p.m. at Basin City Fire Hall for a Public Hearing.

Public Hearing: Review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDGB), and receive comments on proposed activities, particularly from low- and moderate-income persons and persons residing in the Basin City area. Up to \$35,000 for a single jurisdiction or \$50,000 for a multiple jurisdiction project may be available to Franklin County to fund a planning project that principally benefits low- and moderate-income persons.

Public Hearing convened at 7:00 p.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Andy Tom of James A. Sewell & Associates; and Clerk to the Board Mary Withers. Present in audience: Len and Doris Barnett, Mike Corcoran of Benton Franklin Council of Governments, Henry and Alice Barnett, Edward Peterson, Jim Stoker, Lloyd and Rosemary Barnett, Duane Johnson,

Commissioners' Proceeding for September 7, 2005

Bret Gledhill, Maria Guzman, Troy Freeman, Judy and Karie Anderson, Susan Peterson and Brock Wells.

Mr. Bowen said Franklin County would be acting as the pass-through agent if the community decides they want to move forward. We're in the process of contracting with James Sewell and Associates. The county doesn't have the expertise in water and sewer. We have a Basin City Water and Sewer District and we're all trying to learn. Andy Tom is here to basically give you an idea what we're up against and the possible funds that are available and where we're heading.

Andy Tom is a consulting engineer from Spokane with James A. Sewell & Associates, whose primary office is in Newport.

Mr. Tom said he is here to talk about a grant the county is sponsoring on behalf of the Water and Sewer District. It is a community block grant, for planning only. It is administered and funds are from U.S. Housing and Urban Development (HUD). To meet the criteria for qualifying, we have to meet one of two objectives. The most important is to benefit low- to moderate-income people. The mobile home park constitutes about 72% low- to moderate-income persons. There are also priorities listed that you are required to meet one of four priorities for the planning-only grant. In this case I think it meets all four priorities: First, to address public health and safety; second, to improve services to low- and moderate-income persons; third, be an important step in broader community development strategy; and fourth, assist communities in meeting planning requirements to benefit low- to moderate-income persons. I think in this case the grant meets all four priorities.

From a health standpoint, the mobile home park is under order from the State Department of Health because of a high nitrate issue. By consolidating the systems, we would ultimately be looking at a system to serve the Water and Sewer District and the mobile home park and provide a lot of benefits to both areas. One would be consideration of fire flows, which you don't have now if you're in the Water and Sewer District. Neither do the people in the mobile home park. Second, providing reliable water. There is a nitrate issue. The Water and Sewer District has only one of two wells

Commissioners' Proceeding for September 7, 2005

operational. It is limited now in terms of capacity and reliability. Ultimately, hopefully the system would include fire protection as well as a reliable source. If the feasibility works out, we would be looking at a new water source for the entire area. The combined system would benefit residents of both the Water and Sewer District and the mobile home park.

Because of the high priority based on need of the community with 72% low- to moderate-income persons, the probability of more grant funds being available rather than loan funds is enhanced because of the low-income area.

The first phase is a grant that we're looking at now. It would be for \$24,000 for a feasibility study. It would look at a number of issues. One is investigating the condition of the existing mobile home park water system. A lot of the infrastructure is still good, just the well is bad. You have a somewhat similar situation with the Water and Sewer District. I think you have limited size of pipe and limited capacity. One of the wells appears to be good but I think the other is not operational. We would evaluate the water company facility and the mobile home park facility. The study done in 2004 addressed just the infrastructure of water and sewer.

We would integrate as much of that as possible into the feasibility study and ultimately into further studies so we can use as much of this information as possible and reduce the costs of having to develop this information by using information already available. We would develop a value for each of the systems hopefully because you have to negotiate with both of the other entities, the water company and the mobile home park, for hopefully eventual inclusion into a comprehensive system.

We would also be evaluating the overall needs of the community for the next 20 years or so because we want a long-term outlook. We need to develop costs for each of the users, costs that would be equitable.

We would assist the district in negotiations with other water system owners. We would also like to investigate other water rights and permits in the area. The owner of the mobile home park is acquiring as a follow-up on his contract with Anthon Price the water permits that he has now. The issue with the water company is they also have water

Commissioners' Proceeding for September 7, 2005

permits. These are water permits and not water rights. There is an inherent value in these permits that is probably less than the actual water right. We would be assisting both the Water and Sewer District and the county in negotiations with both parties.

We also at that point want to develop costs for everyone and we also need to look at a water source. At some point in the future we hopefully will be looking at developing a new water source for the area. At that point we'd probably evaluate and decide whether it's feasible to go on to the next stage.

Right now that's all we have in the initial phase, a feasibility study to see if a consolidated system is going to be good for the community.

In my opinion, both from the standpoint of the Water and Sewer District and the mobile home park, it is absolutely necessary to develop a new source and to develop a comprehensive system and to provide the infrastructure for future growth of Basin City.

Mr. Brock said no decisions will be made today. We'll open up to the audience to make statements or whatever you would care to do. He asked if anyone in the audience would like to make a statement or ask a question.

Judy Anderson, 7051 Sheffield Road, was curious on paving of 30 miles of gravel road, who determines that, under what criteria? Mr. Brock said this hearing is not the venue for that. This is strictly on a grant that we're looking for to do some funding on a study in Basin City. We can visit with you after this hearing about the roads.

Henry Barnett asked, have you had any connections with the owner of the water system now? Len Barnett said he has talked to him on a couple of occasions. The water system owner has expressed he would be interested in selling. We haven't negotiated values with him. He has expressed an interest in selling if we can negotiate the price. He has been very acceptable to talking to me. I plan on talking to him shortly again.

Len Barnett said the Basin City Water and Sewer District meets on a regular basis. We don't have a set schedule. We generally meet one Thursday a month. If you want to be at that meeting they're always open. We don't advertise them. You can leave Duane, Bret or myself a note and we'll let you know when the next meeting is. We don't want to have an exclusive type situation. We want our public to know what's going on.

Commissioners' Proceeding for September 7, 2005

We're always open to invite anyone to the meeting that wishes to come. If you want to come to the meeting at any time, get hold of us and give us your phone number.

Jim Stoker asked if you've been in touch with Mr. Price on the sewer. Len Barnett said I see Mr. Price on a regular basis. I'm sure that he's anxious to sell. He's indicated that. At this point we're more interested in acquiring the water company than the sewer. Once we get that ball up and rolling, then we'll be addressing the sewer issue for sure. A commercial lot owner wants to build on a lot and asked what the possibilities are of hooking up to the sewer system. Mr. Barnett told him this isn't going to happen for a year or so because the Department of Ecology hasn't approved any more hookups.

Jim Stoker asked how many hookups are left. Len Barnett said six or seven. The state has made it very clear that no more hookups will be allowed at this time.

Len Barnett said on the current water system as far as maintenance, Mr. Winder has done a good job. The only problem is that the second well has been down since Christmas a year ago, so it's been down for a year and a half. The pump hasn't been tested. The piping has been sealed off. That means if that main well goes down for any extended period, you're going to be out of water. The way the wiring is in that second well, there's no guarantee that pump is going to come up when they do activate it. He said that's my personal opinion. That's one of the situations we're up against here today. We have one pump and one chance and limited resources or storage capabilities.

Henry Barnett said the nitrates were pretty strong in the water in the old well. We had to notify families with small children at one time what the nitrates were in the well, that they were very strong. Len Barnett said the well we're using is a very good well but we're limited to that one well.

Jim Stoker said at one time he was led to believe that the John Fox well (formerly owned by Anthon Price) had a connection to the water system. He asked is it possible to get water from him at all? Len Barnett said in an emergency – he has his own problems with his wells but it's possible we could get some water but we sure wouldn't have any pressure.

Commissioners' Proceeding for September 7, 2005

Doris Barnett said my concern is if the insurance company knew that fire hydrants don't work, would they provide coverage. We have one fire hydrant in town and we could empty that in no time flat. None of them are approved for water at this point.

Len Barnett said it doesn't make much sense to put in a fire hydrant when it says it's not approved for water.

Mr. Brock and Mrs. Corkrum said Clark Addition has a similar problem.

Lloyd Barnett said when the fire hydrant is drawing water, your faucet just dies. When they have to make a load you just might as well wait until he's done pumping and hope that they'll generate again so you can eat your supper.

Mr. Brock said we feel there certainly is a need to address the issue in Basin City, the nitrate issue and also the fact of the sewer system. You need to have a good water system.

Len Barnett said infrastructure is vital to Basin City. We can't entice industry without water or sewer. We're going to end up with a groundwater problem.

Henry Barnett said the one well is good with good water but it's limited. It can't keep up with the pump, the fire hydrants, or anything else.

Mr. Brock asked if there are any other questions of Len or Henry Barnett. He said it's to the point now that something can be done, at least a glimmer of hope.

Len Barnett expressed appreciation for the way the county has cooperated with us. It has been a good source of cooperation.

Henry Barnett said we've always had good cooperation from the county.

Maryann Barnett said if you let the sewer go too long, you definitely have a health problem.

Mr. Brock asked if there are any other comments.

Brock Wells said during his report Mr. Tom used the phrase "developing a new water source." What do you mean? Mr. Tom said we're consulting engineers but we'll be bringing in the assistance of a hydro geologist. We're talking about a new well.

Ed Peterson asked if this all goes through, what payback are we looking at as far as the individual homeowners? Len Barnett said this is part of what this feasibility and

Commissioners' Proceeding for September 7, 2005

planning is for, is to evaluate the feasibility of it. Until we get some more feedback, it's hard to tell you what the cost is.

Fred Bowen said the intent of this planning grant is to find out if it is feasible. It might get to the end of the whole process and say it's going to cost too much. Unless we get to this process we can't move to the other grant processes. He said Andy Tom said earlier that this community has a great opportunity for grant funds to come in which could finance a majority of the cost of putting this system together. The planning grant takes us to the point where when we go to outside agencies that finance construction, they can see if it's something the community can do if we give them three-quarters of the cost of construction for example. At the end of the feasibility study, if it's feasible the community would decide do we want to move on. There's no commitments here other than the intent of this meeting is to take testimony for and against the study because the county is going to apply for this grant. We are the pass-through agency. The county is responsible. If the community is for it, the county is willing to move forward. If the community is against it, then the county doesn't want to move forward.

Mr. Brock said he doesn't think you can put a value on clean water. He said I don't think any community can move forward without clean water. The sewer system is important but clean water is primary.

Mr. Tom said this phase is a pure grant, you kick in nothing. It's from Community Trade and Economic Development (CTED). If we proceed to the next phase sometime next year, there are three agencies that would be willing to participate, under a 100% grant. The three agencies that may participate are the USDA Rural Development, CTED, and the State Department of Health. State Health's interest in this would be to consolidate water systems. The first two phases would be grants. In the next phases, it would be part of our job to look for grants and maximize grant funding so participation of the individual resident is at a fair and equitable rate. There are tables that determine that but also you will make the decision as to whether you think this rate is fair and equitable. I think you're paying \$35 per month now. It may well be for reliability you'll be willing to pay more. It may not.

Commissioners' Proceeding for September 7, 2005

Doris Barnett said even if we didn't do anything, in ten more years, Ralph is going to have to put some more money in this. He won't be willing to do that. The inhabitants of Basin City dig it out and repair it for him on a regular basis. He's not going to absorb it. You will have to help, I guarantee it.

Mr. Brock asked if there are any other comments. There was no response. **Adjourned** at 7:25 p.m.

Commissioners' Proceeding for September 7, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until September 12, 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman Pro Tea

Member

Attest:

Clerk to the Board

Approved and signed September 12, 2005.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. $\frac{05.563}{2005.367}$ FRANKLIN COUNTY RESOLUTION NO. $\frac{2005.367}{367}$

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE AGREEMENT BETWEEN THE BENTON-FRANKLIN COUNTIES SUPERIOR COURT ADULT DRUG COURT PROGRAM AND LOURDES COUNSELING CENTER (CD Unit), and

WHEREAS, Benton and Franklin Counties Superior Court, believes it is in the best interest of the Benton-Franklin Counties Superior Court Adult Drug Court program that the Fee for Service Agreement between Lourdes Counseling Center (CD Unit) and the Benton-Franklin Counties Superior Court Drug Court program be approved as presented for a term commencing January 1, 2005 and terminating on September 30,2006, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, Claude Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank Brook be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements between the Benton-Franklin Superior Court and Lourdes Counseling Center (CD Unit), outlined above.

BENTON COUNTY APPROVAL

65 563

2005 367

DATED at Prosser, Washington, this 29 day of Myur

ATTEST:

Member

Constituting the Board of County Commissioners for Benton County, Washington

FRANKLIN COUNTY APPROVAL

DATED at Pasco, Washington, this

day of **SEP7.**, 2005.

ATTEST:

of the Board

Constituting the Board of County Commissioners for Franklin County,

Washington

05 563 2005 367

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES ADULT DRUG COURT AND LOURDES COUNSELING CENTER

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Superior Court, a bicounty agency located at 7122 W. Okanogan PL, Kennewick, WA 99336, (hereinafter referred to as "COUNTIES"), and Lourdes Medical Center, with their principal office at 520 N. 4th Ave, Pasco, WA 99301 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR will provide Chemical Dependency Assessments and Drug and Alcohol Treatment Services for adults, over the age of 18, enrolled in and referred by the Benton-Franklin Adult Drug Court.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

2. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Lourdes Health Network Counseling Center/CD Unit

John Serel, CEO 520 N. 4th Ave Pasco, WA 99301

b. For COUNTIES:

The Honorable Dennis Yule

Superior Court Judge, Adult Drug Ct. Benton/Franklin Counties Superior Ct.

7122 W. Okanogan Pl Kennewick, WA 99336

3. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The COUNTIES shall compensate the CONTRACTOR as fees and not as salary for drug/alcohol assessments, and drug and alcohol treatment services provided at up to the amount of \$ 56.86 per hour for individual drug/alcohol counseling services, \$17.88 per hour, per client for group drug/alcohol counseling, \$91.22 for each initial drug/alcohol assessment, and \$10.00 per urine drug screen, less that amount which may be reimbursed by private insurance for participants enrolled in and referred by the Benton-Franklin Counties Adult Drug Court.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed \$8,000.00.
- c. No payment shall be made for any work performed by the

CONTRACTOR, except for work identified and set forth in this Contract.

- d. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

4. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2005 through September 30, 2006. The CONTRACTOR shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

5. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.
- In any and all claims against the COUNTIES, its officers, b. officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any or type of limitation on the amount compensation, or benefits payable by or CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.
- c. The CONTRACTOR'S obligations hereunder shall include, but

are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

7. INSURANCE

a. Professional Legal Liability: The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

b. Workers Compensation: CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incur fines or are required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

C. Commercial General Liability and Employers Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The CONTRACTOR will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. Other Insurance Provisions:

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.
- (2) The CONTRACTOR'S liability insurance policies shall I:\Lourdes_ADCDrug_Court_Contract.doc

contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
- (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.
- e. Verification of Coverage and Acceptability of Insurers:
 All insurance required under this CONTRACT shall be
 issued by companies admitted to do business within the
 State of Washington and have a current A.M. Best Rating
 of not less than A:VII. Any exception to this
 requirement must be reviewed and approved by both of the
 Benton and Franklin Counties Prosecutors' Offices. If an
 insurer is not admitted, all insurance policies and
 procedures for issuing the insurance policy must comply
 with Chapter 48.15 RCW and 284-15 WAC.

- The CONTRACTOR shall furnish the COUNTIES with (1) properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTIES. certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTIES of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTIES with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTIES as an additional insured.
- (3) Certificates of insurance shall show the certificate holder "Benton and Franklin as Counties" and include "c/o" to both of the COUNTIES' Contract Representatives. The address of the certificate holder shall be shown as the current address of the COUNTIES'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton COUNTIES that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES at the following address:
 - a. Risk Manager
 Benton County Personnel Office
 7122 W. Okanogan Place, Bldg A
 Kennewick, WA 99336
 - b. Administrator Benton-Franklin Counties Superior Court

7122 W. Okanogan Kennewick WA 99336

- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTIES. If requested by COUNTIES, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in their sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract by giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may terminate this Contract, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained

by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Three of this Contract, and the CONTRACTOR is not entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives.

No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' contract representative or designee.

12. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all fiscal and clinical books, records, documents, and other material relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

14. NONDISCRIMINATION

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

15. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any

materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

16. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

17. DISPUTES

Differences between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

18. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

19. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

20. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the state of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the

Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Agreement to be signed as follows:

Lourdes Health Network Counseling Center/CD Unit

BENTON/FRANKLIN COUNTIES Superior Court

John Serle, President & CEO

The Honorable Denvis Yule Superior Court Judge Adult Drug Court Program

8-17-05

TATE

DATE

BENTON COUNTY APPROVAL

APPROVED AS TO FORM:
8Manuera 6/20/5
Sara Villanueva, Deputy Prosecuting Attorney Benton County Date
DATED at Prosser, Washington, this 29 day of Myust, 2005.
Chairman Chairman
ATTEST: Amu Mokenzu Clerk of the Board
FRANKLIN COUNTY APPROVAL
APPROVED AS TO FORM:
Ryan Verhulp, Chief Civil Deputy Prosecutor Franklin County Date
DATED at Pasco, Washington, this
Chairman Chairman
ATTEST:
May Withers Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. $\frac{2005}{368}$

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: APPROVAL TO PURCHASE A DESKTOP SCANNER FOR THE CLERK'S OFFICE AT A COST NOT TO EXCEED \$665

WHEREAS, the Franklin County Clerk requested authorization to purchase a desktop scanner for the Jury Master program; and

WHEREAS, funds are available in the County Clerk Budget, Number 001-000-160, Jury Fees line item; and

WHEREAS, the Information Services department suggested the purchase of a Canon DC-2050C model for a cost of \$610 plus tax; 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 authorizes the Information Services department to purchase of a desktop scanner for the Clerk's office in an amount not to exceed \$665, to be paid from the County Clerk Budget, Number 001-000-160, line item 512.30.49.0002 (Jury Fees).

APPROVED this 7th day of September 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

Clark to the Board

Attest:

Originals:

Auditor

Minutes

Information Services

cc:

Accounting Department

County Clerk

Robert E. Koch, Member

Patricia Shults

m:

Toni Fulton

Sent

Wednesday, August 31, 2005 11:55 AM

To:

Patricia Shults

Cc:

Mike Killian

Subject: Resolution

Pat,

Could you please create a resolution for Monday's agenda, to purchase a desktop scanner for the Clerk's Office (Jury Master program)? It will be a replacement scanner, to replace one that has not worked correctly for some time, creating a backlog. It will be paid from 512.30.4902 (Jury Fees & Expenses), per Mike Killian.

Canon DC-2050C \$610 + tax (\$50.63) = \$660.63

Thank you, Toni

Toni Fulton, Administrative Secretary
Final County Information Services
1016 N. 4th Avenue
Pasco, WA 99301
(509) 545-3509
• FAX: (509) 546-5871
tfulton@co.franklin.wa.us

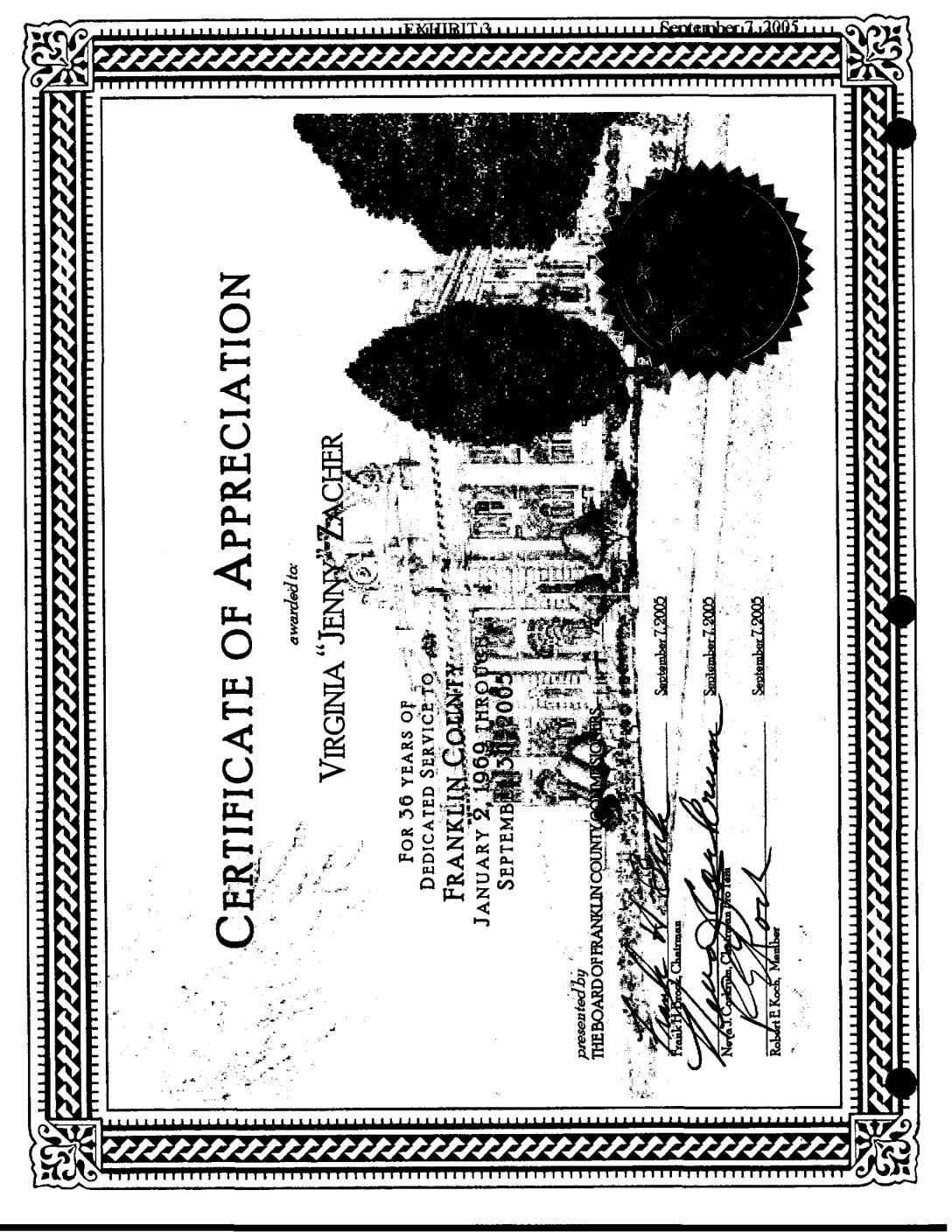


EXHIBIT 4

OUT-OF-STATE TRAVEL REQUEST

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

Name:	_	Kay Hen	drickson		
Dates:	s: September 30 - October 1, 2005				
Destination	Portland, Oregon				
Purpose:	Clothing & Textile Volunteer Educational				
Account/B	ludget#	020.541	.21.43	S	eminar & Tour
		ESTIN	MATED EXP	ENSE	
				\$ 75	(bus)
				\$ <u>50</u>	
				\$ <u>50</u> \$ <u>50</u>	

TOT	AT.		****	s 225	
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Recommen	nded:	Tue A	on duich	son S	ent 2 05
Recomme			Dept. Head)	(Date)	<i>pro, 00</i>
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_ ~ ~ ~ ~	 (то	THE RESERVE OF THE PERSON NAMED IN COLUMN 1	ANCED TRA	VEL TRER'S OFFICE)	
Ori	iginal	Addit	ional	Returned	Actual
Ad	vance	Fund	\$	Funds	Expenses
aeck No.					
ate					
mount			····		S

DISPURSEMENT: WHITE- MINUTES YELLOW-COMMISSIONER FILE PINK-TREASURER GOLD-REQUESTING PARTY

As ner Resolution 20	
I am requesting a portion of my annu	01-246 dated June 11, 2001 al leave be transferred as detailed below:
Transferee: Rhonda Mar	
Department: CORRECTIONS	
Amount of Hours:	Printed Name of Transferor
	Signature of Transferor
	9-1-05 Date Signed
	Department: Corections
T - 44 - 44 that all account paid leave (annu	
Rhonda Mar Tin Name of Transferee	al, sick leave, compensatory, etc) for has been exhausted.
Rhonda Martin	has been exhausted.
Rhonda Martin	has been exhausted.

Dear Board of County Commissioners:	
As per Resolution 200 I am requesting a portion of my annua	1-246 dated June 11, 2001 al leave be transferred as detailed below:
Transferee: Rhon DA Mak Department: Corrections	t.D
Amount of Hours:	Printed Name of Transferor Class Weeklesky
	Signature of Transferor 9-01-05 Date Signed Department: Consections
I attest that all accrued paid leave (annu-	
Name of Transferee	has been exhausted. Elected Official Separtment Head
Date Approved: 9/7/05	BOARD OF COMMISSIONERS FRANKLIN COUNTY, WASHINGTON Chairman
Attest: May Withers Clerk of the Board	Member Member

As per Resolution 2001-246 dated June 11, 2001 I am requesting a portion of my annual leave be transferred as detailed below:	
Transferee: Rhonda Martin	
Department: Corrections	
Amount of Hours: 16 Lovi Schmidt	
Printed Name of Transferor Signature of Transferor	
Date Signed	
Department: Covrections	_
I attest that all accrued paid leave (annual, sick leave, compensatory, etc) for Data Martin has been exhausted. Name of Transferee	
Elected Official / Pepartment Head	
Date Approved: 9/7/05 BOARD OF COMMISSIONERS FRANKLIN COUNTY, WASHINGTO	ON
Chairman Chairman Illus Chairman	,
Attest: Member Clerk of the Board Member	_ _

	RRECTIONS F. REEDEL	As per Resolution I am requesting a portion of my ar Transferee: Rhonda Mo Department: Correction
	RRECTIONS F. REEDEL	•
	1. KEEDEL	Department: CORRECTION
		Amount of Hours:
 -	Printed Name Pransferor	Amount of flours.
	Signature of Transferor	- -
\	Date Signed Department:	
	ed paid leave (annual, sick leave, compensatory, etc) for	I attest that all accrued paid leave (ar
	has been exhausted.	RVION da Martik Name of Transferee
	Elected Official / Department Head	
ON	BOARD OF COMMISSIONERS FRANKLIN COUNTY, WASHINGTON	
	3/7/05	. 0/7/2
	Chairman Horsk	Date Approved: 9/7/05
	Chairman Hollich Member	Date Approved:
	ed paid leave (annual, sick leave, compensatory, etc) for May 144 has been exhausted. Sierce Elected Official / Department Head BOARD OF COMMISSIONERS	Rhouda Martik

Dear Board of County Commissioners.	
As per Resolution 200 I am requesting a portion of my annua	1-246 dated June 11, 2001 I leave be transferred as detailed below:
Transferee: Rhonda Ma	rtin
Department: Conections	
Amount of Hours: 16 hro	Printed Name of Transferor
	Signature of Transferor
	09-01-05 Date Signed
	Department: Corrections
I attest that all accrued paid leave (annua Name of Transferee	l, sick leave, compensatory, etc) for has been exhausted. Elected Official / Separtment Head
Date Approved: 9/7/65	BOARD OF COMMISSIONERS FRANKEIN COUNTY, WASHINGTON Chairman
Attest: May Withers Clerk of the Board	Member Member

As per Resolution 2001-246 dated June 11, 2001	
I am requesting a portion of my annual leave be transferred as detailed b	elow:
I am requesting a portion of my aimed for to the	}
Transferee: Thorda Martin	ļ
	Ì
Department: CORRECTIONS	·
• · · · · · · · · · · · · · · · · · · ·	
Amount of Hours: 8 Printed Name of Transferor	
- Stylen -	
Signature of Transferor	
9-3-05	
Date Signed	
Department:	
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I attest that all accrued paid leave (annual, sick leave, compensatory, etc) RNOW CA May the has been exhausted. Name of Transferee Elected Official / Department H	
Name of Transferee	
Name of Transferee	lead RS
Name of Transferee BOARD OF COMMISSIONED FRANKLIN COUNTY, WASI	lead RS

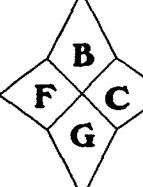
Dear Board of County Commissioners:	
As per Resolution 200 I am requesting a portion of my annu	01-246 dated June 11, 2001 hal leave be transferred as detailed below:
Transferee: Rhonda Mon	
Department: CORRECTIONS	
Amount of Hours:	Printed Name of Transferor
	Signature of Transferor
	9-5-05 Date Signed
·	Department: Connections
I attest that all accrued paid leave (annual RVI DIA CA MACLE Name of Transferee	has been exhausted. Elected Official / Department Head
Date Approved: 9/7/05	BOARD OF COMMISSIONERS FRANKLIN COUNTY, WASHINGTON
	Chairman
	Member /
Attest: They Willers Clerk of the Board	Member Member
•	

Dear Board of County Commissioners:	
As per Resolution 20	001-246 dated June 11, 2001
I am requesting a portion of my anni	ual leave be transferred as detailed below:
Transferee: Phonda Mar	tin_
Department: CORRECTIONS	Sandra Schreeder
Amount of Hours: 8 km	District Mana of Transferor
	Printed Name of Transferor
	Sandia Schwedy
	Signature of Transferor
	9/4/05
	Date Signed
	Department: FCCC
•	aual, sick leave, compensatory, etc) for
I attest that all accrued paid leave (and	has been exhausted.
Name of Transferee	
	h. Long
·	Elected Official / Department Head
	BOARD OF COMMISSIONERS

Member Mod

Date Approved: 9/7/05

May Withers
Clerk of the Board



Benton-Franklin Council of

of Governments

Website: bentob-franklin

eptember 7

P.O. Box 217 1622 Terminal Drive Richland, WA 99352

DATE:

June 20, 2005

TO:

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

Delegates and Chief Executive Officers

FROM:

Gwen Luper, Executive Director

SUBJECT:

RESOLUTION 03-05; PORT MEMBERSHIP ASSESSMENT

FORMULA REVISION

The attached memo and resolution were discussed at the June 17, 2005, Board meeting. Several members asked for additional information and that action be delayed until the July meeting.

Several spreadsheets used by the Budget Committee to reach their recommendation are attached:

Spreadsheet "Ports Test" has three sheets.

1. The first (% increase, reduce formula #) shows what would happen to all member assessments if the formula for ports was reduced from .004 per thousand of assessed valuation to .003. This would be a 25% reduction for ports with a corresponding ten percent increase for cities and counties. However, this would not solve the problem of port assessments not being tied directly to total assessments.

2. the second (limit ports...) shows the result of limiting ports to a combined

percentage of total assessment at 16%, 18% and 20%.

the third (pickup from reserves) illustrates the result of the ports being limited to 19%, (a reduction of six percent) with a three-year phase in period for the cities and counties. In 2006, cities and counties would pick up one-third (two percent) of the port reduction. In 2007, two thirds (four percent) and in 2008, all of the reduction. In 2006 and 2007, the Assessment Stabilization Fund would pick up the difference.

The next attachment shows how Assessments are distributed among members.

If you have any questions or would like this spreadsheet electronically, please call me or send an email to gwen-bfcog@transedge.com.

RECEIVED FRANKLIN COUNTY COMMISSIONERS

Franklin County Auditor

1016 North 4th Avenue sco, WA 99301

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

P.O. Box 1451 Pasco, WA 99301

September 6, 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, September 6, 2005

Move that the following warrants be approved for payment.

FUND Expenditures	WARRANT <u>Range</u>	AMOUNT <u>Issued</u>
Election Equipment Revolving	277	\$12,244.40
Sheriff's Narcotic Trust	236-237	\$315.58
Current Expense	46710-46762	\$31,273.78
TRAC Operations	8874-8819	\$32,816.33
Franklin County RV Facility	177-180	\$345.87
Treasurer O & M	171	\$4,332.00
Current Expense	46685-46709	\$10,656.94

In the amount of \$91,984.90. The motion was seconded by And passed by a vote of \(\frac{1}{2} \) to \(\frac{1}{2} \).



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 \$59,320.74 ON THIS 7TH DAY OF SEPTEMBER 2005.

COUNTY ROAD FUND 15000 150 000 001 540 00

Board Member

Board Member

Voucher#	Claimant	Purpose	Amount
	ADVANCE OFFICE SYSTEMS	lease payment on AFICIO AF-1045	687.71
	A.P.W.A.	agency membership	606.00
	BRUTZMAN'S, INC.	copies/film/bond paper	79.72
	CENTRAL PRE-MIX CONCRETE	chips/top course	3522.77
	CENTRAL HOSE & FITTINGS, INC.	spray parts	24.6
	CENTRYTEL	monthly service	40.20
	CINGULAR WIRELESS	monthly service	120.36
	CITY OF PASCO	monthly service	197.54
	CONNELL GRANGE SUPPLY	sprayer/oxy	63.20
	FRANKLIN CO MOTOR VEHICLE	body repair/minor equipment	2685.02
	FRANKLIN CO ENGINEERS	reimburse fund	38.86
	FRANKLIN CO INFO SERVICES	work orders/scan charges/back-up phone lines	954.1
	FRANCOTYP-POSTALIA, INC.	rental of T-1000 meter & scale	115.6
	HUSK OFFICE SUPPLIES	misc office supplies	16.5
	INLAND ASPHALT CO.	pay est#1/CRP584	26762.3
	J-U-B ENGINEERS, INC.	professional services	2020.6
	LOURDES BUSINESS HEALTH	professional testing	150.0
	CAT TRACKS INC.	rock	1692.5
	HOLIDAY INN SEATTLE CITY CTR	lodging	138.7
	KENNY MCDANIEL	reimburse for cell phone	178.5
	KINGSLEY BERG	reimburse for cell phone	231.1
	TIM FIFE	reimburse for cell phone	502.2
	PORT OF PASCO	rent on bldg and land	3184.6
	STAR RENTALS & SALES	roller rental	1906.0
	TRANSTATE PAVING CO.	hot asphalt concrete/rock	10871.8
	U.S. LINEN	service	247.5
	W.S.A.C.	conference for Tim Fife	275.0
	WESTERN STATES EQUIPMENT	floor saw rental	113.3
	ZEE MEDICAL SERVICE	first-aid supplies	144.0
	4M JANITORIAL SUPPLY	monthly service	1749.8

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 \$38,494.19 ON THIS 15TH DAY OF SEPTEMBER 2005.

2005 YEAR VOUCHERS

MV&PW EQUIPMENT FUND 500 000 001 548.60

Board Member

Beerd Member

Board Member

Voucher#	Claimant	Purpose	Amount
VOUCITEI W	Basin Disposal, Inc.	Monthly service to shop	151.31
	Central Hose & Fittings, Inc.	Parts, hoses & cam arm assembly	73.21
	Chevron USA, Inc.	Chevron supreme 5W20	22.71
	Connell Oil	Diesel & gasoline	22,187.13
	Critzer Equipment	Edges	5,914.30
	Day Wireless Systems	Velcro & velcro wrap	171.11
	Financial Consultants Int'l, Inc.	Lease payment #17 on Sheriff Pickups	832.97
	Husk Office Furniture & Supplies	Office supplies	64.96
	Les Schwab Tire Center	Service vehicles & tubes	539.20
	Mountain Oil, Inc.	Gasoline for Sheriff vehicles	22.40
	Norco, Inc.	Flat black rust proof enamel	58.13
	Tifco Industries	Circuit breakers, floor brush, & parts	140.17
	Transport Equipment, Inc.	Speedometer	86.47
	Tri-City Battery	Battery	70.34
	Wondrack Distributing	Diesel & gasoline	8,159.78

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 \$399.42 ON THIS TH DAY OF SEPTEMBER 2005.

SOLID WASTE FUND 152 001 001 539 10

Board Member

Board Member

Voucher#	Claimant	Purpose	Amount
	FRANKLIN CO PRINTSHOP	fall composting workshops printing	125.00
	FRANKLIN CO INFO SERVICES	global crossing/inbound services/scan	6.59
	SHOWCASE SPECIALTIES	shirts/keep-it-clip	231.94
	TRI-CITY PAINTS TRUE VALUE	rc tower fan/timer	35.89

2005 369

FRANKLIN COUNTY RESOLUTION NO.

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY WASHINGTON

RE: LOCAL AGENCY AGREEMENT LA 5440, SUPPLEMENT NUMBER 3
BETWEEN FRANKLIN COUNTY PUBLIC WORKS AND WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION (WSDOT) FOR CRP 574- GLADE
NORTH AND SELPH LANDING INTERSECFTION

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 contract as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between Franklin County and WSDOT is hereby approved by the Board.

APPROVED this 7th day of September, 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chairman

Neva J. Corkrum, Chair Pro Ten

Robert E. Koch, Member

Attest:

May Withers
Clerk of the Board



Local Agency Agreement Supplement

Agency		Supplement Number
Agency Franklin County Public Works		3
Federal Aid Project Number	Agreement Number	CFDA No. 20.205
STPH-F114(002)	LA 5440	(Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on $\frac{12/19/02}{1}$

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

The changes to the agreement are described as follows:

Project Description

Name CRP 574 / Glade North and Selph Landing Intersection

Length 0.20 miles

Termini Milepost 3.85 to Milepost 4.05

Description of Work Mo Change

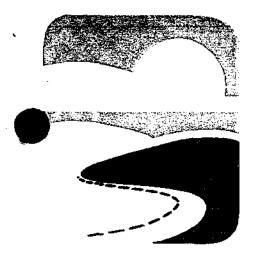
Reason for Supplement

To request construction funding.

<u> </u>			Es	stimate of Fund	ing	
	Type of Work	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE	a. Agency	19,000.00		19,000.00	1,900.00	17,100.00
<u>90</u> %	b. Other					
	c. Other					<u></u>
Federal Aid	d. State	1,500.00		1,500.00	150.00	1,350.00
Participation Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	20,500.00		20,500.00	2,050,00	18,450.00
Right of Way	f. Agency	105,250.00		105,250.00	10,525.00	94,725.00
90 %	g. Other					
Federal Aid	h. Other					
Participation Ratio for RW	i. State	9,250.00		9,250.00	925.00	8,325.00
_	j. Total R/W Cost Estimate (f+g+h+i)	114,500.00		114,500.00	11,450.00	103,050.00
Construction	k. Contract		60,000.00	60,000.00	6,000.00	54,000.00
	I. Other					<u>_</u>
	m. Other					·
	n. Other					
90 %	o. Agency		31,000.00	31,000.00	3,100.00	27,900.00
Federal Aid	p. State		1,500.00	1,500.00	150.00	1,350.00
Participation Ratio for CN	q. Total CN Cost Estimate(k+l+m+n+o+p)		92,500.00	92,500.00	9,250.00	83,250.00
	r. Total Project Cost Estimate (e+j+q)	135,000.00	92,500.00	227,500.00	22,750.00	204,750.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Age	ncy Official	Washington State Department of Transportation
Ву	Trank H. Frak 9-7-05	By Stephens Vas
Title	Chairman, Franklin County Board of Commissioners	Assistant Secretary for Highways and Local Programs
		Date Executed SEP 2 2 2005



FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT

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

DATE:

September 7, 2005

TF-05-079

TO:

Franklin County Commissioners

Franklin County, Washington

FROM:

Tim Fife, P.E.

Public Works Director/County Engineer

SUBJECT:

Federal Rural County Two-Lane Roadway Intersection and Corridor Safety

Program

Washington State Department of Transportation Local Programs has made \$500,000 Federal Safety Funds available for low cost safety improvements on two-lane county roads. Their only requirement of us is to prioritize where and how we will spend these safety funds.

I recently completed a safety review of our rural intersections. One conclusion of that report indicates that the number one cause of accidents at intersections is "failure to stop". A prioritization for corridors with high intersection accidents was included.

However, intersections are not the only place along a roadway that we have safety issues. Therefore, I am recommending that we utilize a "corridor" approach to prioritizing the Federal Safety Funds. A review of all reported accidents between 2000 and 2004 indicate that more accidents occur where we have higher traffic counts. Therefore, based upon the Rural Intersection Safety Review and Accident History, I am providing the attached "Safety Corridor Priority Array".

We will fund safety improvements from the top of the Priority Array and complete safety improvements along the corridors until the \$500,000 Federal Funding is exhausted. An engineer's design report will evaluate, taking into consideration future planned construction



Robert E. Koch, Member

Board of County Commissioners Page 2 September 7, 2005

projects, what improvements are necessary and eligible under said Federal Safety Programs. Emphasis will be given to, but not limited to, intersection safety.

Your review and approval is hereby requested of the Federal Safety Program and Priority Array.

Dated this 7 day of September 2005.

Recommended:

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

Approved:

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

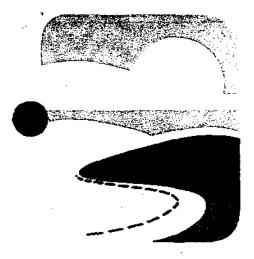
Attest:

Clerk of the Board

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ROAD NAME	ROAD NUMBER	FFC		2000			2001			2002			2003			2004		TOTAL ACCIDENTS TO	TOTAL FATALITIES
			PROPERTY DAMAGE	INJURY	FATALITY	Y PROPERTY DAMAGE	YINJURY	FATALITY	PROPERTY	INJURY	FATALITY	PROPERTY	INJURY	FATALITY	PROPERTY	INJURY	FATALITY		
GLADE NORTH ROAD	9010	7	80	v	0	13	8	-	on.	80	0	10	r)	0	15	6	2	93.00	3.00
R-170	හෙල	7	9	2	0	6	0	0	m	ī.	0	2	4	0	4	4	0	39.00	00:0
TAYLOR FLATS ROAD	9030	7	φ	CV .	0	4	4	1	2	m	0	4	2	0	7	6	0	38.00	1.00
SAGEHILL ROAD	4000	7	\$	ю	0		2	0	2	5	0	S	2	0	4	2	0	27.00	00:00
ELTOPIA WEST ROAD	0009	7	+-		0	6	2	0	0	က	0	2	-	0	-	0,	o	14.00	00:00
RUSSELL ROAD	0029	8	4	0	0	2	, -	0	0	0	a	0	 -	0	-	0	0	9.00	00:00
HENDRICKS ROAD	3700	2/8	+-	0	0	ဖ	-	-	0	0	0	6	-	0	0	-	0	14.00	1:00
RINGOLD ROAD	5060	8/1	2	0	0	-	2	0	1	0	0	2	-	0	-	-	0	11.00	00:0
SAGEMOOR ROAD WEST	0806	7/8	-	0	0	•	0	0	-	0	0	2	-	0	0	23	0	8.00	00:00
SELPH LANDING ROAD	0906	2//8	0	0	0	1	0	0	-	o	0	2	-	0	0	2	0	7.00	0.00
BLANTON ROAD	7010	7/8	0	0	0	0	0	0	0	ĸ	0	0	-	0	o	0	0	6.00	0.00
SHEFFIELD ROAD	0069	8	2	2	0	2	0	0	0	-	0	2	0	0	0	0	0	9.00	0.00
PASCO-KAHLOTUS ROAD	8070	7	4	6	0	£	3	+	IO.	-	0	9	ε	0	7	-	0	39.00	1.00
ROAD 68 NORTH	10010	۷	-	-	-		0	0	0	0	0	-	+-	0	+	0	0	7.90	1.00
MOON ROAD	2070	7	Ď.	-	0	0	0	0	0	0	0	0	-	Q	0	0	0	2.00	00.0
FOSTER WELLS ROAD EAST	8840	7	D	0	0	0	0	0	0	0	0	0	0	0	-	0	0	1.00	00.0
TANK FARM ROAD	8110		0	0	0	0	0	0	0	D	0	0	0	0	0	0	0	0.00	00.00
OVERTURE ROAD	7380	7	0	0	0	O	0	0	0	0	0	0	0	0	0	0	D	0.00	0.00
NORTH RAILROAD AVENUE	10101	7	0	٥	0	0	0	0	0	0	0	0	0	0	0	0	0	00.00	00:00
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MAIL ROAD	3000	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	00:00	00.00
DEVILS CANYON ROAD	1470	7	0	0	0	0	0	0	٥	0	0	0	0	.0	р	0	٥	0.00	00.00
BOOKER ROAD	2050	7	0	0	0	0	0	0	0	O	0		0	0	0	0	0	00.00	00.00
SCOOTENEY ROAD	3070	7/8	0	0	0	0	0	O	0	1	0	0	0	0	-	0	0	2.00	00:0
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CLARK ROAD	10110	80	-	0	0	2 ·	0	0	0	0	0	2	0	0	τ	-	0	7.00	00.0
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LANGFORD ROAD	9050	တ	2	0	0	0	0	1	0	0	0	0	0	0	0	-	0	4.00	1.00
VINEYARD DRIVE EAST	8860	80	-	0	0	0	0	0	0	0	0	Ď	2	0	O	Ď	0	3.00	00:00
LIND ROAD	2580	80	0	-	0	0	0	0	0	1	.0	û	0	0	O		0	3.00	0.00
KLAMATH ROAD WEST	5840	88	-	0	0	0	0	0	0	1	0	0	0	0	1 1	0	Ď	3.00	00.00
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			PROPERTY	INJURY	FATALITY	PROPERTY DAMAGE	INJURY	FATALITY	PROPERTY	INJURY	FATALITY	PROPERTY	INJURY	FATALITY	PROPERTY	INJURY	FATALITY		
COYAN ROAD	2000	8	0	0	D	0	-	0		-	0	0	0	0		0	0	2.00	00.00
SNAKE RIVER ROAD	7050	7/8	0	0	0	0	0	0	0	-	0	0	0	0	0	0	0	1.90	0.00
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WAHLUKE ROAD	4020	æ	0	0	0	-	0	0	0	0	0	0	0	0	. 0	, 0	, ,	1.00	00:0
VINEYARD DRIVE WEST	8870	83	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	1.00	0.0
MUSE DRIVE	2110	ဆ	0		0	0	0	0	0	0	0	0	0	0	-	0	0	1.00	0.00
HOLLINGSWORTH ROAD	4600	ဆ	o	0	0	0	0	0	. 0	0	0	0	+	0	0	0	0	1.00	00.0
FANNING ROAD	10750	8	-	0	D	0	0	0	0	0	D	0	0	. 0	0	0	0	1.00	0.00
WILLIAMS ROAD	2510	8	0	0	0	Б	0	0	0	0	0		0	0	0		0	0.00	0.00
WADSWORTH ROAD	2790	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
PH #15	7060	80	0	0	0	0	0	0	0	0	0	0	0	o	0	0	0	0.00	0.00
OLD SR 17 SOUTH	0669	&	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
LAPORTE DRIVE	10800	œ	0	0	0	0	0	· c	0	0	0	0	0	0	0	0	0	00.00	0.00
HOOVER ROAD	2700	83	0	0	-	0	0	0	0	D	0	0	0	0	0	0	0	0.00	0.00
HATTON ROAD	2500	æ	0	0	0	0	0	0	0	0	0	0	. 0	0	0	0	0	0.00	00:00
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EASY STREET	10700	œ	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
CLARK STREET WEST	2440	x	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
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RANKLIN COUNT

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

DATE:

September 7, 2005

TF-05-077

TO:

Board of County Commissioners

Franklin County, Washington

FROM:

Tim Fife, P.E.

Public Works Director/County Engineer

SUBJECT:

Engineering Tech III Hire - Richard Russum

We have hired Richard Russum back into his original position (see attached letter).

In accordance with the Union Contract, please consider this my formal request to place Rick Russum back at his last rate of pay, Grade 43-11.

Your review and approval are hereby requested.

Dated this _____ day of _____ September_, 2005.

Recommended:

Tim Fife, P.E.

Public Works Director/County Engineer

Approved:

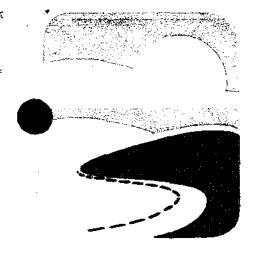
Frank H. Brock, Chair

Corkrum Chair Pro Tem

Robert E. Koch, Member

Attest:

Clerk of the Board



FRANKLIN COUNTY

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

Date:

September 7, 2005

MM-05-012

To:

Tim Fife, P.E.

Public Works Director / County Engineer

Subject:

Engineer Tech III / Party Chief Position

Dear Tim:

Consider this my formal request to rehire Richard Russum to the Engineer Tech III position effective September 6, 2005.

This position was posted in accordance with Article 23.4 – Job Posting and Filling Vacancies, of the Local 874 2004-2005 Agreement (Opened: August 29, 2005, Closed: September 2, 2005). The only response to this posting was a memo submitted to me by Richard Russum (See Attached).

Richard Russum resigned effective August 18, 2005 to take over and purchase a local surveying firm. The terms of which did not work out.

Richard was a valuable asset to our department and although we did not want to see Richard resign he did leave in good standing.

His return to our department would not only fill the vacancy, but would give us an experienced employee that is familiar with our department, co-workers, procedures, and who is a Licensed Surveyor in the State of Washington (L.S. 41966).

I would also request upon your approval to rehire Richard that we hire him back at his last rate of pay of Grade 43-11 (\$19.96 per hour).

Thank you in advance for your consideration and timely response to this request.

Sincerely.

Matt Mahoney

Design Engineer

Aug 29-05

To Whom It May Concern:

I would like to be reconsidered for rehire as an Engineering Tech III as the plans I had did not work out.

I am a professional land survey in the state of Washington. L.S. 41966 and believe that I can help Franklin County with my experience and abilities

Richard Russum

Rud Sam

FRANKLIN COUNTY HUMAN RESOURCES DEPARTMENT

412 W Clark St ~ Pasco, WA 99031 ~ (509)546-5813 www.co.franklin.wa.us/humanresources

JOB ANNOUNCEMENT

POSITION:

ENGINEERING TECHNICIAN III

LOCATION:

FRANKLIN COUNTY PUBLIC WORKS

SALARY:

\$15.59 - \$21.49 PER HOUR DOE, LOCAL 874 UNION GRADE 43

OPEN:

AUGUST 29, 2005

CLOSES:

SEPTEMBER 2, 2005

BRIEF DUTIES AND RESPONSIBILITIES:

Performs advanced technical engineering duties requiring a broad knowledge of a functional area of engineering such as surveying, drafting, permit issuance, construction and/or utility installation inspection. Provides lead direction to technical field or office staff.

ESSENTIAL QUALIFICATIONS:

Associate's Degree in civil engineering or related field and three years of progressively responsible drafting, surveying, inspection, or other related technical civil engineering field or office experience and demonstrated ability to plan, lead and assume responsibility in the work situation; or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job. Valid Washington State Driver's License.

Insurability by County's Insurance Carrier.

PICK UP AND RETURN APPLICATION TO:

Franklin County Public Works 3414 Stearman Ave Pasco, WA 99301

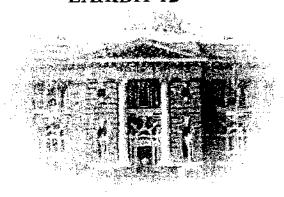
EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Neva J. Corkrum District 1

Robert E. Koch District 2

Frank H. Brock District 3

September 7, 2005



Fred H. Bowen County Administrator

Tiffany Coffland **Human Resources Director**

> Patricia Shults **Executive Secretary**

Board of County Commissioners

FRANKLIN COUNTY

Katherine Stephens Surety Claims Representative American States Insurance Company Safeco Surety P.O. Box 34670 Seattle, WA 98124-1670

Re:

Principal:

Aurora 702 Limited Partnership

Account No.: MWA1

5751616

Bond No.:

Claimant:

Franklin County

Dear Katherine:

In your letter dated August 29, 2005, you requested copies of all relevant correspondence and an accounting of all funds billed and received.

The enclosed documentation consists of all correspondence received to date. We look forward to your prompt attention regarding the subject claim.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

FRANKLIN COUNTY, WASHINGTON

Corkrum, Chair Pro Tem

Robert E. Koch, Member

Enclosures

cc:

Aurora 702 Limited Partnership

Doyle Heath, City of Pasco

Tim Fife, Franklin County Engineer



Transmittal

Date	April 27, 2005		
Job No	N/A		
To	Scott Peyton Benton-Franklin Title C Via fax: 509 545-3514		
From	Bob Nebel, Controller bnebel@olympicassoc	iates,com	
Re	Invoice for Surety Bo	nd – Aurora 70	32
Comments Please see atta	schment.		
☐ For ☐ For \ ☐ For \ ☐ Make	Your Information. Your Use Your Approval Your Signature and Return Corrections Noted se and Resubmit	Delivery Via:	☐ Facsimile Pages ☐ USPS ☐ FedEx ☐ Hand Delivery ☐ Other Courier
Copy to:			

Please return this portion with your payment,

EXHIBIT 12 +206-285-4371

September 7,2005-782

Effective date

PAG ...

1001 Fourth Avenue, Suite 1800 Scattle, WA 98154 (206) 695-3100 + (800) 422-4710

Mary Dobbs Franklim Consty

-INVOICE ----

Olympic Associates Company 701 Dexter Avenue North, Suite 301 Seattle, WA 98109

Invoice Date 04/07/05
Invoice No. × 87984
Bill-To Code OLYMPASC
Client Code OLYMPASC
Inv Order No. 220*87244

Named Insured: Olympic Associates Company

Amount Remitted: \$

Make checks payable to: USI Northwest of Washington

Effective Date : | Policy Period : Coverage Description : Transaction Amount: 05/27/05 05/27/05 SAFECO Insurance Company - Surety Policy No. 5751616 to 05/27/06 *Renewal - Subdivision Bond 180.00 ECEIVED \$12,000 Franklin County Short APR 0 8 2005 Plat Subdivision Bond for Aurora, 702 Ltd Partnership. OLYMPIC ASSOCIATIES CO. This bond requires a written release from Franklin County. Invoice Number: 87984 180.00 Amount Due: CANCEL curba sitevalle C Data Processing 29 pace justo copined to compline D Donators/Contribution White of the CI Education & Training 🗆 General Admin □ Marketing Practice Group -Calloque [1] Heimphizspla₃ □ Other פאנה האס *Premiums Due and Payable on Effective Date

TERMS: Premiums are due and payable 15 days after the date of billing. Premiums are definquent thereafter. Definquent premiums will result in cancellation of policy.

6MD Premium financing care be arranged at the time of billing ORIGINAL INVOICE

EXHIBIT 12

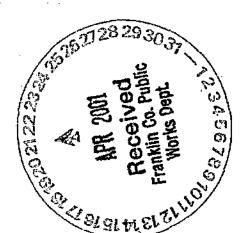


TRANSMITTAL

Seattle Phone: (206) 285-4300

Fax: (206) 285-4371

E-Mail: pjobs@olympicassociates.com



DATE:

April 18, 2001

JOB NO:

N/A

TO:

Guy F. Walters

Assistant Public Works Director

FROM:

Peter Jobs

RE:

Bond No. 5751616 Certificate

Dear Guy,

Thank you for the assistance and providing clarification regarding the referenced bond. Attached is the original continuation certificate for the bond for your file for the period May 27, 2001 thru May 27, 2002. It is my understanding you will be sending us (Aurora 702) a drawing or sketch of the proposed improvements and a rough estimate sometime in the near future.

For Your Information: For Your Use: For Your Approval: For Your Signature and Return:		Via Mail: Hand Delivered: Other Courier:		Fax: dEx:
Original in Mail:	YES	X		Fax#:
	NO	Total Pages	, including this	
Copy to:			OLYMPIC A	SSOCIATES COMPANY
				John CVSL

CONTINUATION CERTIFICATE September 7, 2005

MILLENNIUM CORPORATE PARK BLDG. C 18400 NE UNION HILL ROAD REDMOND, WA 98052

SAFECO INSURANCE COMPÁNY OF AMERICA

, Surety upon

a certain Bond No. 5751616

dated effective May 27, 1993

(MONTH-DAY-YEAR)

on behalf of Aurora 702 Limited Partnership

(PRINCIPAL)

and in favor of Franklin County Board of Commissioners

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on May 27, 2001

(MONTH-DAY-YEAR)

and ending on May 27, 2002

(MONTH-DAY-YEAR)

Amount of bond Twelve Thousand and No/100 (\$12,000.00) Dollars

Description of bond Subdivision Short Plat Completion Bond

Premium: \$240.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on

April 17, 2001

(MONTH-DAY-YEAR)

SAFECO INSURANCE COMPANY OF AMERICA

 $\mathbf{B}_{\mathbf{J}}$

ATTORNEY-IN-FACT

Mary A. Dobba



No. 1045



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA HOME OFFICE: SAFECO PLAZA SEATTLE, WASHINGTON 98185

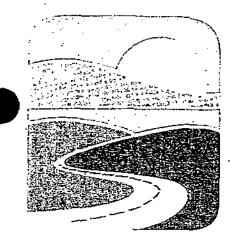
KNOW ALL BY THESE PRESENTS:			•			
That SAFECO INSURANCE COMPANY OF AME	RICA and	GENERAL INSUR	ANCE COMPANY	OF AMERIC	A. each a Washingt	on compration, does each berel
appoint						•
****MARY A. DOBBS; STEVEN W. PALMER; AND	Y PRILL; (GERALDINE C. STI	EWART; DAVID J. 1	FORSYTH; H	IOLLY E. ULFERS; S	icattle, Washington***********
its true and lawful attorney(s)-in-fact, with full auth issued in the course of its business, and to bind the	ority to exe respective	ecute on its behalf to company thereby.	idelity and surety b	onds or und	ertakings and other	documents of a similar charact
IN WITNESS WHEREOF, SAFECO INSURANCE attested these presents	COMPAI	NY OF AMERICA	and GENERAL IN	ISURANCE	COMPANY OF AM	ERICA have each executed ar
	this 18	Bth		day of	October	, 1999
RaPiers	on	-		W	Pandall &	Foldand
R.A. PIERSON, SECRETARY				W. F	ANDALL STODDA	RD. PRESIDENT
		CERT	TFICATE			
Extract		y-Laws of SAFECO ENERAL INSURAN				
"Article V, Section 13 FIDELITY AND SURETY purpose by the officer in charge of surety operations execute on behalf of the company fidelity and sure instrument making or evidencing such appointment undertaking of the company, the seal, or a facsimile be necessary to the validity of any such instrument of	s, shall eac by bonds a nt, the sign thereof, n	h have authority to a nd other document natures may be aff nay be impressed o	appoint individuals a s of similar charact ixed by facsimile.	es attorneys- er issued by On any insi	in-fact or under other the company in the trument conferring s	r appropriate titles with authority of course of its business On an authority or on any bo
Extract from a Resol and of GE		Board of Directors SURANCE COMP				CA _
"On any certificate executed by the Secretary or an a (i) The provisions of Article V, Section 13 of (ii) A copy of the power-of-attorney appoints (iii) Certifying that said power-of-attorney appoints the signature of the certifying officer may be by facs	of the By-La nent, exec pointment	aws, and uted pursuant there is in full force and e	to, and iffect,	mile thereof.		
R.A. Pierson, Secretary of SAFECO INSURANCE foregoing extracts of the By-Laws and of a Resolution correct, and that both the By-Laws, the Resolution a	on of the B	oard of Directors of	these corporations	s, and of a Po	ECOMPANY OF AM ower of Attorney issu	IERICA, do hereby certify that the led pursuant thereto, are true ar
IN WITNESS WHEREOF, I have hereunto set my h	and and af	fixed the facalmile s	eal of said corporat	ion		
	this	17th		day of	April	2001





RaPierson

R.A. PIERSON, SECRETARY



FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT

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

February 28, 2001 GW-01-004

Peter E. Jobs, General Manager Aurora 702 Limited Partnership 701 Dexter Ave N-Ste 301 Seattle WA 98109

Re: Bond No. 5751616 - Short Plat 93-08 Road, Sidewalk & Curb Improvements

Dear Mr. Jobs:

Safeco Insurance Company has asked for the status of the bond for improvements for Short Plat 93-08, located at the intersection of Road 68 and Court Street in Franklin County.

The stipulations of the bond were to complete all road, sidewalk and curb improvements to SP 93-08 in accordance with obligee's regulations prior to the expiration of three years from the date of final approval of said Short Plat or the sale of any two of the three lots is finalized, but not later than May 27, 1996.

Also, there is language in the bond that states that said bond may be continued in full force and effect for additional one year periods, by continuation certificate at the sole option of the surety, and any claim by the obligee under this bond must be made prior to the expiration of this bond.

The assessor's records show that Lots 1 and 3 of said Short Plat have been sold. The bond has been continued on a yearly basis since 1996 and we feel the improvements need to be completed so we don't go on forever with extensions. Please inform us of your intentions so this matter can finally be taken care of and completed.

Sincerely,

Guy F. Walters

Assistant Public Works Director

SAFECO

SAFECO INSURANCE COMPANY Surety Department P.O Box 34670 Seattle, WA 98124-1670

425/376-8818 425/376-8840 FAX

February 14, 2001

Franklin County Public Works 3416 Stearman Avenue Pasco, WA 99301

Re: Aurora 702 Limited partnership Bond No. 5751616

Please provide information concerning the status of Bond No. 5751616.

Please confirm t	hat this bond may	be released.		· .	· <u> </u>	·.
If the bond is sti	ll required or if the Obligatio	e obligations have ns have (see	re not been con e not attache	mpleted, plea been d lette	ase indicate an	estimated
For your converted your assistance.	ience, a stamped,	self-addressed e	nvelope is enc	losed for you	ir reply. That	ak you for

Sincerely

Sue Hutchinson

Service and Systems Support Coordinator

Surety Department

Acknowledged:

Date: 2/2710

status.doc



Architecture • Engineering VE • Construction Services

701 Dexter Avenue North #301 Seattle, Washington 98109 (206) 285-4300

May 28, 1993

Mr. Tim Fife
Public Works Department
Franklin County Public Works Department
3540 N. Avenue C
Pasco, WA 99301

Re: Aurora 702 Short Plot

Dear Mr. Fife:

As discussed with you verbally we would like to finalize the short plot of our property at the northwest corner of Court Street and Road 68. It is our understanding after talking with you that this may be done by assigning Franklin County a \$12,000 Bond which is the estimated value of the road, sidewalk, curb and gutter improvements to be completed. The improvements are to be accomplished upon the sale of the second lot or within three years which ever occurs first.

Enclosed is the \$12,000 bond. As you are aware we have a buyer for the first lot so would appreciate anything you can do to expedite the final approval of the short plot.

Very truly yours,

Peter E. Jobs, President Olympic Associates Company General Manager, Aurora 702

Enclosures:

cc: Dirk Stricker

Pyramid Properties, Inc.



436334

Conditione

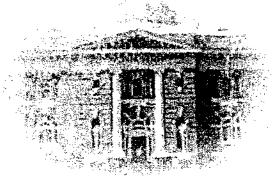
1. The Owner(s) promise to comply with all of the agreement in the event the County, as full consideration herein, grants a rezone of the above-described property.

- 2. This agreement shall be binding on the heirs, assigns, grantees or successors in interest of the Owner(s) of the property herein described.
- 3. <u>Conditions</u>: Prior to the issuance of any building permits for development of this property, the developer shall:
- 1. Before any building permits are issued, site plans be submitted to the Planning Department and approved by the Building Inspector, Planning Director, Health District, Pira Marshal, and County Engineer, and the County Planning Commission at a public meeting. The public meeting shall only apply to the Planning Commission.
- 2. The south end of the site facing the back side of the Glen Acres subdivision and the west side of the site be buffered and landscaped in such a way as to protect the residential character of the neighborhoods to the south and west. Compliance with this condition shall be determined by the Planning Director at the time of site plan submittal.
- 3. All future commercial uses be free from objectionable odor, dust, smoke, see, vibration, or other nuisances.
- 4. All signs shall be in conformance with the Franklin County sign ordinance.
- 5. Access permits establishing the location for access onto Court Street and/or Road 68 must be obtained from the County Engineer.
- 6. The owners dedicate a total of 40 feet south of the centerline of Court Street, and 30 feet west of the centerline of Road 68 for road rightof-way purposes to Franklin County in addition to a 20' radius at the corner of the property.
- 7. The owners or developer work with the Franklin County Engineer on the upgrading of Court Street and Road 68. Upgrading shall be the installation of curbs, gutters, drainage, sidewalks and paving of the road right-of-way to the standards of Franklin County. This shall be done at the time of development, or when Franklin County improves the intersection, whichever comes first. Details are to be coordinated with the County Engineer.
- The owners or future owners agree to participate in the cost of traffic light and illumination of the intersection when required by Franklin County.
- 9. A "Conditional Rezoning Agreement" be filed with the County Auditor prior to the Board of County Commissioners signing the ordinance rezoning the property.

Neva J. Corkrum District 1

Robert E. Koch District 2

Frank H. Brock District 3



Tiffany Coffland

Fred H. Bowen

County Administrator

Human Resources Director

Patricia Shults Executive Secretary

Board of County Commissioners FRANKLIN COUNTY

September 7, 2005

Steve Lowe, Franklin County Prosecutor Franklin County Courthouse 1016 North 4th Avenue Pasco, WA 99301-3706

Re: Indigent Defense Panel Attorney Contract Expiration

Dear Steve:

District Court and Superior Court indigent defense panel attorney contracts are due to expire December 31, 2005. Please advise as to your preference in appointing an attorney to conduct contract negotiations.

Sincerely,

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chairman

Neva J. Corkpan, Chairman Pro Tem

Robert E. Koch, Member

FRANKLIN COUNTY RESOLUTION NO. 2005 370

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER NUMBER 10 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE

WHEREAS, the Franklin County Board of Commissioners approved Franklin County Resolution Number 2004-320 on July 7, 2004 for the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse in the amount of \$9,029,900; and

WHEREAS, the Board approved Franklin County Resolution Number 2004-321 on July 7, 2004 for Change Order #1 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) deducting seven items from the original contract totaling \$218,313.27 for a new total of \$8,811,586.73; and

WHEREAS, the Board approved Resolution Number 2004-458 on October 11, 2004 for Change Order #2 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$100,828.38 (deducting two items from the original contract in the amount of \$15,432.75 and adding four items in the amount of \$116,261.13) for a new total of \$8,912,415.11; and

WHEREAS, the Board approved Resolution Number 2004-604 on December 20, 2004 for Change Order #3 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) adding one item in the amount of \$23,779.43 for a new total of \$8,936,194.54; and

WHEREAS, the Board approved Resolution Number 2005-067 on January 31, 2005 for Change Order #4 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$65,418.62 for a new total \$9,001,613.16; and

WHEREAS, the Board approved Resolution Number 2005-101 on February 28, 2005 for Change Order #5 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a credit amount of \$16,374.96 for a new total \$8,985,238.2; and

WHEREAS, the Board approved Resolution Number 2005-144 on April 4, 2005 for Change Order #6 in the amount of \$87,837.80 and Change Order #7 in the amount of \$9,364.70 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for change orders totaling \$97,202.50 for a new contract total of \$9,082,440.70; and

WHEREAS, the Board approved Resolution Number 2005-226 on June 1, 2005 for Change Orders #8 in the amount of \$26,115.46 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,108,556.16; and

FRANKLIN COUNTY RESOLUTION NO. Page 2

WHEREAS, the Board approved Resolution Number 2005-335 on August 15, 2005 for Change Order #9 (Revised) in the amount of \$245,038.50 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,353,594.66; and

WHEREAS, CKJT Architects provided Change Order #10 dated August 23, 2005, to the County Administrator to present to the Board of Commissioners for approval; and

WHEREAS, the Change Order Number 10 addresses nine items totaling \$32,701.19 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 10, amending the contract total to \$9,386,295.85; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Change Order Number 10 to the original Agreement between Franklin County and Lydig Construction.

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

APPROVED this 7th day of September 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Clerk to the Board

Attest:

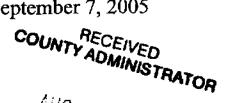
Originals: Auditor - CKJT - Lydig Construction

Man Withour

Neva J. Corkrum Chair Pro Tem

Robert E. Koch, Member

c: Minutes - County Administrator



AIA Document G701" – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 010	OWNER: [2]
Franklin County Courthouse Historic	DATE: August 23, 2005	ARCHITECT:
Restoration & Improvements 1016 North Fourth Avenue		CONTRACTOR:
Pasco, Washington 99301		FIELD: 🗀
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0302	ATUED ET
ydig Construction Inc.	CONTRACT DATE: July 07, 2004	OTHER:
11001 East Montgomery Dr.	CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) See attached.

The original Contract Sum was	\$ 9,029,900.00
The net change by previously authorized Change Orders	\$ 323,694.66
The Contract Sum prior to this Change Order was	\$9,353,594.66
The Contract Sum will be increased by this Change Order in the amount of	\$ 32,701.19
The new Contract Sum including this Change Order will be	\$ 9,386,295.85
The new Contract Sum including this Change Older with 60	

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CKJT Architects	Lydig Construction Inc.	OWNER (Firm name)		
ARCHITECT (Firm name)	CONTRACTOR (Firm name)			
128 Vista Way,	11001 East Montgomery Dr.	1016 N. Fourth Ave.		
Kennewick, Washington 99336	Spokane, Washington 99206	Pasco, Washington 99301 ADDRESS		
ADDRESS	ADDRESS	1113-6		
Jellower Jas my	Exal Saller	BY (Signature)		
BY (Signature)	BY (Signature)	Frank H. Brock		
Terrance D. Casey	Sean Glaesemann	Frank n. Block		
(Typed name)	(Typed name)	(Typed name)		
08.23.05	0/26/05	09-07-05		
	DATE	DATE		
DATE	DAIE!	Berg v B wer		

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Franklin County Courthouse Change Order No. 10

Item No. 1			-
Per the Design Team's proposal and Lydig Construction, Inc.'s May 30, 2005; provide wood panels in-lieu-of scagliola panels be and behind Judges Bench.	ehind Jury Seating	Add	\$ 3,318.00
Item No. 2			
Per the Design Team's response to the uncovered conditions of Construction, Inc.'s RFI-147 and in Lydig Construction, Inc.'s Per 26, 2005; repair plaster crown mould and infill existing door open south walls at Grand Stairs.	CO-060 dated April enings in north and	Add	\$ 7,127.00
Item No. 3			•
Per the Design Team's response to the uncovered conditions of Construction, Inc.'s RFI-182.2 and per Lydig Construction, Inc.' May 12, 2005; provide and install new door jamb and trims at S Doors.	s PCO-074 dated second Floor Rotun	da <i>Add</i>	\$ 2,036.00
Item No. 4			
Per the Design Team's response to the uncovered conditions of Construction, Inc.'s RFI-074 and per Lydig Construction, Inc.'s July 13, 2005; repair existing window casing damage.	PCO-085 dated	Add	\$ 3,604.00
Item No. 5			-
Per the Design Team's response to the uncovered conditions of Construction, Inc.'s RFI-195 and Lydig Construction, Inc.'s PCC 2005; repair and renovate existing stair stringer at Stair #1 per Shop Drawings D-5A.	⊃-086 dated July 14 Hayden Millworks	l, Add	\$ 4,837.00
Item No. 6			
Per the Owner's request, CKJT Architect's Clarification Drawing Construction, Inc.'s PCO-087; provide and install new windows casings.	to match historic	Add	\$ 5,735.00
Item No. 7	_		
Per the uncovered conditions described in Hayden Millworks, F survey and the Design Team's request; replace and repair woo Lydig Construction, Inc.'s PCO-088 dated July 15, 2005 (Items	d paneling per	Add	\$ <u>1,776.00</u>
	•		
Item No. 8 Per the Design Teams response to Lydig Construction, Inc.'s R Lydig Construction, Inc's PCO-091 dated July 21, 2005; install hatches in-lieu-of the scheduled 30" x 30".	24" x 24" access	Add	\$ <u> 154.00</u>
Item No. 9 Per the Design Team's on site review of uncovered conditions floor leveling per Lydig Construction, Inc's PCO-093.	provide additional	Add	\$ 1,608.00
Subtotal	=		\$ 30,195.00
	=		\$ 2,506.19
Tax			-
Total Change	=		\$ <u>32,701.19</u>
-End-			

-End-