

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for October 24, 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 Bridgette Scott met with the Board. Also present: Planning Director Jerrod MacPherson.

Consent Agenda

Motion – Mr. Koch: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2005-445** authorizing the purchase of two Dell UltraSharp 19-inch Flat Panel Monitors, utilizing funds from the 2005 Coroner Budget, Number 001-000-220, line item 563.20.31.0000 (Office & Operating Supplies) at a cost not to exceed \$850. (Exhibit 1)
2. Approval of **Resolution 2005-446** designating the Franklin County Coroner's Office with the responsibilities of being the "Fire Official" for the investigation of fires in the unincorporated portions of Franklin County, effective January 1, 2006. (Exhibit 2)

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

Mr. MacPherson said the coroner has indicated he would be willing to do the fire investigation work for \$6000 for 2006 which will cover the costs of travel and training.

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of the following vouchers/warrants: Current Expense warrants 47475 through 47499 for \$4516.89; Veteran's Assistance warrant 1249 for \$770.17; Courthouse Facilitator warrant 53 for \$750.00; Crime Victims warrants 323 and 324 for \$2550.81; Boating Safety warrant 371 for \$75.76; Election Equipment warrant 284 for \$1960.25; Franklin County Enhanced warrants 1073 through 1078 for \$77,179.74; Jail Commissary warrants 2111 through 2115 for \$3954.56; Current Expense warrants 47439 through 47474 for \$13,750.46; Current Expense warrants 47421 through 47438 for \$3487.27; Current Expense warrants

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
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47372 through 47420 for \$17,841.15; and Solid Waste warrant 2025 for \$459.05; for a total amount of \$127,296.11. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 3)

Planning: Final Approval Short Plat SP 2005-08, Dwight Johnson

Planning Director Jerrod MacPherson met with the Board.

Motion – Mrs. Corkrum: I move for final approval of Short Plat 2005-08 for Dwight Johnson. This is Resolution 2005-447. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 4)

Minutes

Motion – Mr. Koch: I move we accept the Commissioners Minutes for October 17, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

PUBLIC WORKS

Engineer Tim Fife met with the Board. Tri-City Republic Reporter Bernard Biddle was present in the audience.

Supplemental Agreement between Franklin County and JUB Engineers, Inc.

Mr. Fife said JUB Engineers went over the contract amount by \$1000 for their work in reviewing the Road 100 Extension project and is requesting payment.

Motion – Mr. Koch: I move we accept the supplemental agreement between Franklin County and JUB Engineers. This is Resolution 2005-448. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 5)

OTHER BUSINESS

Mr. Bernie Biddle said he is a cub reporter for the new Tri-City Republic newspaper. The first weekly issue will be printed this week.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. Present in audience: Bernie Biddle.

Grand Old 4th

The Board reviewed the Interlocal Agreement between City of Pasco and Franklin County regarding the Grand Old 4th. It is the same contract as was used in 2005.

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Motion – Mr. Koch: I move we accept the Interlocal Agreement between Franklin County and the City of Pasco for co-sponsorship of the 2006 Grand Old 4th at TRAC. This is Resolution 2005-449. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 6)
Personal Services Contract – Bret Strode

Mr. Bowen asked for approval of a Personal Services Agreement with Bret Strode for his work as a volunteer on the Grand Old 4th committee. The volunteer work is valued at \$860. The Grand Old 4th volunteers will not receive the actual funds but will receive family passes and T-shirts as part of a package. Mr. Strode will also attend the Washington State Fairs Association conference in Yakima this week. Mr. Strode's work for the Grand Old 4th includes planning, scheduling and managing the 2006 Grand Old 4th event. Deputy Prosecutor Ryan Verhulp has reviewed the contract.

Motion – Mrs. Corkrum: I move we approve the Personal Services Agreement between Franklin County and Bret Strode to assist in planning, scheduling and managing the 2006 Grand Old 4th. This is Resolution 2005-450. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Courthouse Renovation

Executive Session at 9:31 a.m. regarding potential litigation expected to last 10 minutes. (Mr. Biddle left the audience.)

Open Session at 9:37 a.m.

Motion – Mrs. Corkrum: I move we let the architects know that we will do the change order for \$8365 regarding the courtroom glass regarding Reflections Studios. Second by Mr. Koch. 3:0 vote in favor.

Courthouse Annex Rent

Mr. Bowen told the Board about verbal negotiations that are occurring with the Health District regarding the cost and other conditions of renting the Courthouse Annex.

Executive Session at 9:40 a.m. regarding contract negotiations for property expected to last five minutes.


Open Session at 9:50 a.m.

Adjourned at 9:50 a.m.

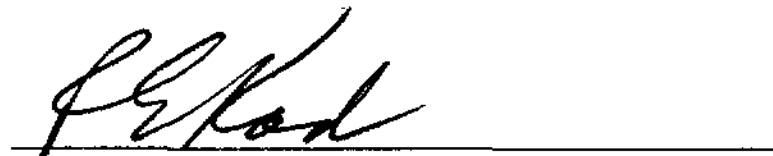
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FRANKLIN COUNTY
Commissioners' Proceeding for October 24, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until October 26, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed October 26, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 445

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: APPROVAL TO PURCHASE TWO ULTRASHARP FLAT PANEL MONITORS UTILIZING FUNDS FROM THE 2005 CORONER BUDGET, NUMBER 001-000-220, LINE ITEM 563.20.31.0000 (OFFICE & OPERATING SUPPLIES) AT A COST NOT TO EXCEED \$850

WHEREAS, the Franklin County Information Services Manager requested authorization to purchase two Dell UltraSharp 1905FP19-inch Flat Panel Monitors for the Franklin County Coroner and Deputy Coroner; and


WHEREAS, said monitors will cost \$383.20 each, not including tax, to be paid from the Office & Operating Supplies line item in the Coroner's budget; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the purchase of two Dell UltraSharp 19-inch Flat Panel Monitors, utilizing funds from the 2005 Coroner Budget, Number 001-000-220, line item 563.20.31.0000 (Office & Operating Supplies) at a cost not to exceed \$850.

APPROVED this 24th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Coroner

cc: Accounting Department
Information Services

Patricia Shults

From: Toni Fulton
Sent: Wednesday, October 19, 2005 2:11 PM
To: Patricia Shults
Subject: Resolution

Hi Pat,

Could you please prepare a resolution (for Monday's agenda) for the following 19" flat panel monitors for Dan Blasdel and Mavis Williams, to be paid from the Coroner's Office Supply line?

Dell 1905 FP / \$383.20 each

Total not to exceed \$850.00 –

Thank you,

Toni

*"Used is he who has learned to laugh at himself, for he shall never cease to be entertained."
- John Powell*

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

2005 446

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: DESIGNATING THE FRANKLIN COUNTY CORONER'S OFFICE WITH
THE RESPONSIBILITIES OF BEING THE "FIRE OFFICIAL" FOR THE
INVESTIGATION OF FIRES IN THE UNINCORPORATED PORTIONS
OF FRANKLIN COUNTY, EFFECTIVE JANUARY 1, 2006

WHEREAS, the responsibility for investigating the origin, cause, circumstances, and
extent of loss of all fires within unincorporated areas of a county, the county fire marshal,
or other fire official so designated by the county legislative authority shall be assigned per
RCW 48.48.060 (1) (b); and

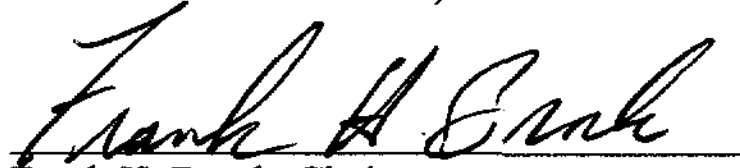
WHEREAS, the Franklin County Coroner's Office has agreed to accept said
responsibility; and

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 designates the Franklin County Coroner's Office with the
responsibilities of being the "Fire Official" for the investigation of fires in the
unincorporated portions of Franklin County, effective January 1, 2006.

APPROVED this 24th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Coroner

cc: Accounting Department
Planning/Building Department
Prosecutor's Office

EXHIBIT 3
Franklin County Auditor

October 24, 2005

1016 North 4th Avenue
Pasco, WA 99301


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

P.O. Box 1451
Pasco, WA 99301


October 24, 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, October 24, 2005, 
Move that the following warrants be approved for payment:

<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	47475-47499	\$4516.89
Veteran's Assistance	1249	\$770.17
Courthouse Facilitator	53	\$750.00
Crime Victims	323-324	\$2,550.81
Boating Safety	371	\$75.76
Election Equipment	284	\$1,960.25
Franklin County Enhanced	1073-1078	\$77,179.74
Jail Commissary	2111-2115	\$3,954.56
Current Expense	47439-47474	\$13,750.46
Current Expense	47421-47438	\$3,487.27
Current Expense	47372-47420	\$17,841.15
Solid Waste	2025	\$459.05

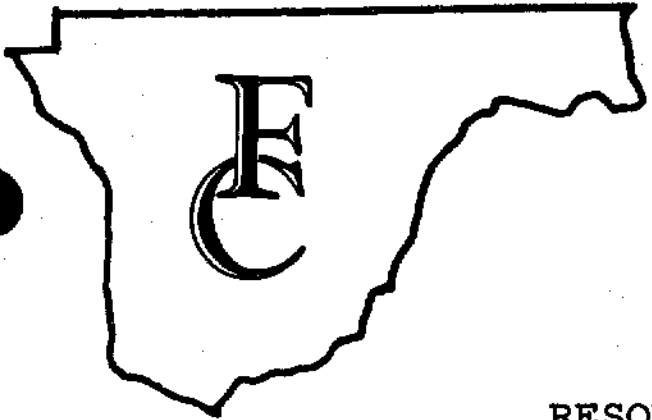
In the amount of 127,296.11. The motion was seconded by 
And passed by a vote of 3 to 0.

Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th
Pasco, Washington 99301

RESOLUTION NUMBER 2005 447 (509) 545-3535

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

RE: Final Approval for SP 2005-08

WHEREAS, this Board did hold a public hearing on **June 15, 2005** to consider the short plat of Dwight Johnson; and

WHEREAS, the Board of County Commissioners have determined the following:

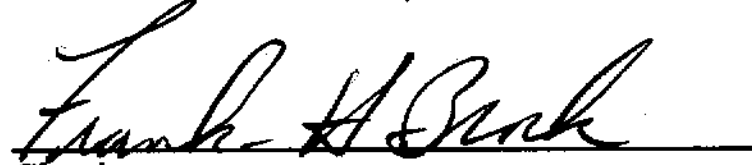
1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Dwight Johnson for recording,

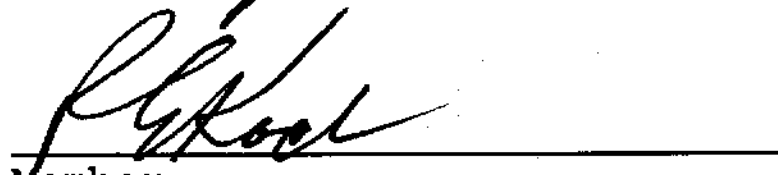
NOW, THEREFORE, BE IT RESOLVED that the short plat of Dwight Johnson be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 24th DAY OF OCTOBER 2005.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chair Pro Tem


Member

Attest:


Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. 2005 448

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: SUPPLEMENTAL AGREEMENT BETWEEN FRANKLIN COUNTY AND JUB
ENGINEERS INC.**

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

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

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

APPROVED this 24 day of October, 2005.

Approved:

Frank H Brock
Frank H. Brock, Chair

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

Attest:

Mary Withers
Clerk of the Board



Washington State
Department of Transportation

Supplemental Agreement		Organization and Address J-U-B Engineers Inc. 2810 W. Clearwater Ave., Ste 201 Kennewick, WA 99336
Agreement Number	1	
Project Number	30-04-015	Phone (509) 783-2144 FAX: (509) 736-0790
Project Title Road 100/Dent Road		New Maximum Amount Payable \$ 47,462.00
Description of Work Conceptual engineering to study a potential route extending Road 100 north to vicinity of Columbia River Road. Scope includes needs and location study, public involvement, environmental, and conceptual engineering including cost estimates.		

The Local Agency of Franklin County
desires to supplement the agreement entered into with J-U-B ENGINEERS, INC.
and executed on 4-21-2004 and identified as Agreement No. 30-04-015

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

The changes to the agreement are described as follows:

I

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

Review TRANSPO engineering study prepared for City of Pasco and proposed cost sharing methodology. Assist the County in funding options.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 2005

Section V, PAYMENT, shall be amended as follows:

Increase Cost Plus Fixed Fee ^{2,000} ~~\$1,000~~ (FF ^{204.00} ~~\$102.00~~ Costs ^{1796.00} ~~\$898.00~~) for a new total of \$47,462.
RAD

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

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

By: _____

Richard H. Doo

Consultant Signature

By: _____

Frank A. Ersk

Approving Authority Signature

FRANKLIN COUNTY RESOLUTION NO. 2005 449

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF PASCO FOR A CO-SPONSORSHIP OF THE 2006 GRAND OLD 4TH AT THE TRADE RECREATION AGRICULTURAL CENTER (TRAC)

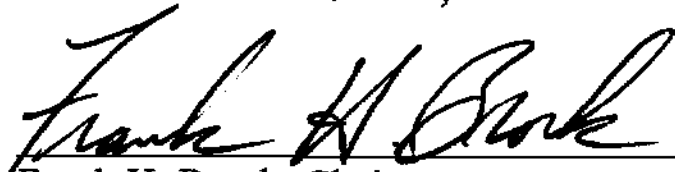
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement between Franklin County and the City of Pasco for a co-sponsorship of the 2006 Grand Old 4th at the Trade Recreation Agricultural Center (TRAC).

APPROVED this 24th day of October 2005.

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



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
Minutes
County Administrator File

cc: Accounting Department
City of Pasco

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF PASCO
FOR CO-SPONSORSHIP OF 2006 GRAND OLD 4TH
AT THE TRADE RECREATION AGRICULTURAL CENTER (TRAC)**

THIS IS AN INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement"), entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Franklin County, Washington, a political subdivision of the State of Washington (hereinafter referred to as the "County") and City of Pasco, Washington, a municipal corporation (hereinafter referred to as the "City"). THIS AGREEMENT is made and entered into this 19th day of December, 2005. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

1. PURPOSE

The parties hereto agree that it is to their mutual benefit, and the benefit of the citizenry, to offer citizens and their families an opportunity to celebrate our Nation's Independence through a multi-day and multi-faceted event. Subsequently, this Agreement is to provide a contract for the County and City to jointly and equally sponsor an event to be entitled the "Grand Old 4th" at TRAC scheduled for the 1st of July 2006 through the 4th of July 2006.

2. LOCATION

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

3. DEFINITIONS

- a. **"City"** shall mean the City of Pasco, Washington.
- b. **"Costs"** shall be any and all expenses and other monetary liabilities accrued in the management of the 2006 Grand Old 4th.
- c. **"County"** shall mean Franklin County, Washington.
- d. **"Expenses"** shall be any and all costs and other monetary liabilities accrued in the management of the 2006 Grand Old 4th.
- e. **"Management authority"** shall be the right to make any and all decisions on behalf of the parties hereto related to the organizing, the functioning, and administration of the entire 2006 Grand Old 4th, and shall further include the complete terms of Section 6.
- f. **"Parties"** shall mean the County and the City.

4. DURATION OF CONTRACT

This Agreement shall commence upon execution and shall expire on the 29th day of July, 2006, unless otherwise modified or terminated by the parties.

5. GUIDING PRINCIPLES

The County and City agree to the following guiding principles:

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

6. COUNTY'S RESPONSIBILITIES:

As a party to this Agreement, the County shall exercise sole management authority over the entire 2006 Grand Old 4th on behalf of all parties included in this Agreement. Management authority shall include the following: 1) the scheduling, contracting, and expenditure of the total 2006 Grand Old 4th budget to secure services for the event, and 2) the organizing and management of the event from its inception to its conclusion on July 4, 2006, and 3) the collection and distribution of any and all revenues obtained from this event with a detailed accounting, and 4) comply with all terms and conditions incorporated herein.

7. CITY'S RESPONSIBILITIES:

As a party to this Agreement, the City shall comply with all terms and conditions incorporated herein. The City hereby grants the County all its rights, responsibilities, and authority, including management authority, to carryout this Agreement and the 2006 Grand Old 4th. Additionally, as an event co-sponsored by the City, the 2006 Grand Old 4th shall be exempt from the requirements of the City's special events permit regulations; the City hereby grants the County a special use permit and all other permits or licenses (required under Pasco Municipal Code (PMC) Chapter 5.25) except for those provisions pertaining to temporary sales events by non-Pasco business license holders.

8. BUDGET

The total budget for the 2006 Grand Old 4th shall be One Hundred Sixty Thousand (\$160,000.00) dollars. The County shall provide Eighty Thousand (\$80,000.00) dollars towards the budget of the 2006 Grand Old 4th. The City shall provide Eighty Thousand (\$80,000.00) dollars towards the budget of the 2006 Grand Old 4th. The County shall not be obligated to provide any additional funds beyond its \$80,000.00 share towards the total budget. The City shall not be obligated to provide any additional funds beyond its \$80,000.00 share towards the total budget. The total budgeted funds shall only be expended upon direct costs and expenses involved with the organizing and management of the 2006 Grand Old 4th, provided, however, neither party shall charge for its staff time. All funds submitted shall be placed in the Franklin County 2006 Miscellaneous Expense Grand Old 4th Budget, Number 425-000-001. The County and City shall both submit an initial payment of \$40,000.00 to the fund by the 15th day of January 2006. The County and City shall both submit the remaining \$40,000.00 to the fund by the 1st day of May 2006. Following the aforementioned dates, said funds are non-refundable, unless mutually agreed and negotiated by both parties.

The total budgeted funds shall only be expended upon costs and expenses accrued involved with the organizing and management of the 2006 Grand Old 4th. The County shall have sole authority to expend the total budgeted funds. Accrued costs and expenses shall be equally divided among the parties hereto to include fifty percent (50%) assessed to the County and fifty percent (50%) assessed to the City, not to exceed the total amount of budgeted funds referenced above.

9. REVENUES

The County shall collect any and all owed revenues from the 2006 Grand Old 4th. The County shall deposit any and all collected revenues in the Franklin County 2006 Miscellaneous Expense Grand Old 4th Budget, Number 425-000-001. Upon collection of all revenues, the County shall promptly distribute fifty percent (50%) of said revenues to the City and shall maintain fifty percent (50%) of the revenues as its ownership share.

10. TERMINATION

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

11. DISPUTE RESOLUTION

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

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

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

12. INDEMNIFICATION

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

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

13. NOTICES

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

If to the County:	Franklin County 1016 North Fourth Avenue Pasco, WA 99301 Attention: County Administrator
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If to the City:	City of Pasco 525 North Third Avenue Pasco, WA 99301 Attention: City Manager
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14. BENEFICIARIES OF CONTRACT

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

15. ENTIRE AGREEMENT

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

16. RECORD KEEPING

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

17. SEVERABILITY

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

18. AMENDMENT

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

19. FILING OF AGREEMENT

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

20. EXECUTION IN COUNTERPARTS

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

IN WITNESS WHEREOF, Franklin County, Washington, has executed this Agreement by it's duly authorized officials as of this 24 day of October, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

Bob
Franklin County Deputy Prosecuting Attorney

IN WITNESS WHEREOF, the City of Pasco, Washington has executed this Agreement by its duly authorized officials as of this 19th day of December, 2005.

CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

Michael L. Garrison
Michael L. Garrison, Mayor

ATTEST:

Webster Jackson
City Clerk

APPROVED AS TO FORM:

Leland Kerr
Leland Kerr, City Attorney

FRANKLIN COUNTY RESOLUTION NO. 2005 450

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND BRET STRODE TO ASSIST IN PLANNING, SCHEDULING AND MANAGING THE 2006 GRAND OLD 4TH

WHEREAS, Bret Strode, volunteers to assist in planning, scheduling and managing the 2006 Grand Old 4th as described in the attached Personal Services Agreement; and

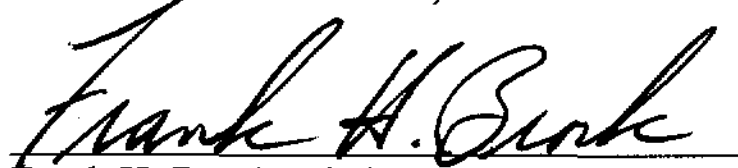
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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

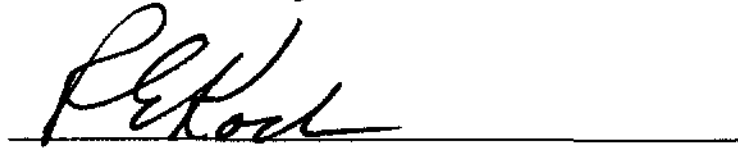
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement between Franklin County and Bret Strode, volunteers to assist in planning, scheduling and managing the 2006 Grand Old 4th.

APPROVED this 24th day of October 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Bret Strode

cc: County Administrator File

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as "Franklin County", and **Bret Strode**, hereinafter referred to as the "Volunteer", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Purpose

The purpose of this agreement is to allow Franklin County to retain the Volunteer to assist in planning, scheduling and managing the 2006 Grand Old 4th.

Scope Of Services

The Volunteer agrees to perform services identified on Exhibit "A" attached hereto.

Time For Performance

Work under this contract shall be effective September 13, 2005 through July 31, 2006. The Volunteer shall attend committee meetings, attend the Washington State Fairs Association conference and participate in managing the Grand Old 4th event July 1-4, 2006.

Payment

The Volunteer shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Volunteer shall receive two (2) Grand Old 4th shirts, two (2) season tickets, a RV space at Franklin County's RV Facility July 1-4, 2006, and travel reimbursement to attend the Washington State Fairs Association conference October 27-30, 2006 in Yakima, Washington, as illustrated on Exhibit "B" attached hereto, provided that the total amount of compensation to the Volunteer shall not exceed \$860.00, plus concert tickets, without express written modification of the agreement signed by the Board of Franklin County Commissioners.

Compliance With Laws

The Volunteer shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Indemnification

The Volunteer, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Volunteer, its officers, agents, and employees in performing this contract. The Volunteer shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Volunteer expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Volunteer. This waiver is mutually negotiated by the parties.

Independent Volunteer

The Volunteer and Franklin County agree that the Volunteer is an independent Volunteer with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Volunteer nor any employees of Volunteer shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Volunteer, or any employee of Volunteer.

Termination

Franklin County reserves the right to terminate this agreement at any time.

Notices

Notices to Franklin County shall be sent to the following address:

Grand Old 4th
Franklin County Administrator
1016 N. Fourth Avenue
Pasco, WA 99301
Attn: Fred H. Bowen

Notices to the Volunteer shall be sent to the following address:

Bret Strode
4205 Riverhill Drive
Pasco, WA 99301

Integrated Agreement

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Volunteer supersedes all prior negotiations, representations, or agreements written or oral. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. This agreement may be amended only by written instrument signed by both Franklin County and the Volunteer.

All Writings Contained Herein

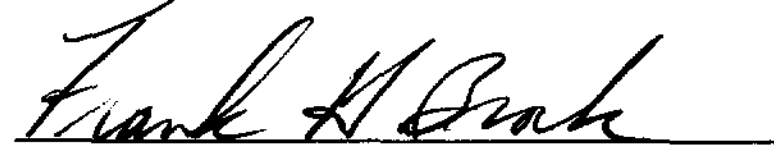
This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 24th day of October, 2005.

VOLUNTEER:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington



Frank H. Brock, Chairman

By: Bret Storde



Neva J. Corkran, Chairman Pro Tem

Signature: 



Robert E. Koch, Member


Title: Grand Old 4th Member

ATTEST BY:

Approved as to form:



Clerk of the Board



Ryan E. Verhulp,
Chief Civil Deputy Prosecutor

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/BRET STRODE

SERVICES PROVIDED BY THE PARTIES

1. The services to be performed by the VOLUNTEER under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE VOLUNTEER), are set forth as follows:

Volunteer shall assist in planning, scheduling and managing the 2006 Grand Old 4th by attending committee meetings, attending the Washington State Fairs Association conference October 27-29, 2005, and participating in the management of the Grand Old 4th event July 1-4, 2006.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):

Franklin County shall pay the registration fee for the Volunteer to attend the Washington State Fairs Association conference October 27-29, 2005, and make hotel arrangements for said conference.

EXHIBIT "B"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/BRET STRODE

COMPENSATION

1. The VOLUNTEER'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:
 - a. Franklin County shall provide four (4) season tickets for the 2006 Grand Old 4th event, approximate value \$48.00.
 - b. Franklin County shall provide two (2) Grand Old 4th polo shirts, to be worn during the event, approximate value \$42.00
 - c. Franklin County shall provide four (4) tickets to each concert held during the Grand Old 4th.
 - d. Franklin County shall provide four (4) tickets for Davis Shows N.W., approximate value \$65.00.
 - e. Franklin County shall provide a parking space at the Franklin County RV Park June 30- July 4, 2006, approximate value \$125.00.
 - f. Franklin County shall pay registration fees and travel expenses related to attending the Washington State Fairs Association conference October 27-30, 2005 in Yakima, Washington, in an amount not to exceed \$576.00.