

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

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

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Bid Opening: Franklin County Legal Newspaper

Bid Opening convened at 9:00 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Secretary Patricia Shults; and Clerk to the Board Mary Withers.

Two Bids were received:

Franklin County Graphic      \$8.50 column inch, printed in 6 point solid type

Tri-Cities Republic          \$7.00 column inch, printed in 6 point solid type

The Board asked staff to review the bids prior to awarding the bid.

**FARM LABOR HOUSING**

Jeff and Melanie Ossman met with the Board. There were 20 other people present including: Hazel Burns, Collette McEntire, John Ossman, Adam MacHugh, Len Burns, \_\_\_\_\_, Richard Scull, Dirk Tuinstra, Michael \_\_\_\_, Earl E. Petty, Ernest Petty, and Jim Ossman, Planning Director Jerrod MacPherson and Assistant Director Greg Wendt.

Migrant Housing

Melanie Ossman read from a statement. She said we bought our home with five acres in May of 1998 under the assumption that we would have at the most one house per five acres around us. She and her husband have five sons. Three are raised and the two younger children are ages 9 and 10. Our 10-year-old has Down's syndrome and these five acres we own will when we die be passed on to him and his caregiver. Last week my husband passed the manager of the orchard that we share east and south property lines with and asked him about all of the work taking place on the immediate adjacent five-acre tract to our property. He informed my husband that temporary migrant tent

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

housing for 75 people was going in. For the next few days we have made phone calls to planners, commissioners, legislators and others and we researched how this could have taken place without our knowledge and without us being informed. A representative from the orchard met with us Saturday at our house and discussed our concerns and safety issues. I am fairly confident that this site for the housing will be moved to a different location and our other concerns will also be met but it doesn't change the fact that at no time were we notified. This is wrong. It's not our county that's at fault, it is the State of Washington. I don't know who or how the State of Washington came up with rules that make it okay to go ahead with plans that could effectively destroy someone's property values and take away the rights of property owners without due process of law and that is what almost happened this past week and that was wrong. This needs to change. The State of Washington should not be allowed to supersede county ordinances, laws and regulations. As I have learned this past week, you can change things if you work together as a county and as a community. There are solutions; we just have to find them.

Jeff Ossman said things have changed over the weekend. He thinks we've got an agreement that satisfies our concerns as far as moving the housing toward the center of the farm. There is still a lot to do. If they do what they say, I think that's everything we could have hoped for.

Number one, I have to take care of my family and our interests. Number two, for the equivalent of mine and Melanie's \$5000, they (he is calling it corporate) could match it with \$500,000 and we could never have won this in a legal context. It's America and we all have an opportunity to be a corporation if we so choose. They have a need here. There is a problem in trying to get seasonal, migrant workers to come back to these growers every year. These are people. They deserve a decent place to stay. It needs to be said on the corporate defense here. I'm not trying to defend them but there are so many people that are smaller than they are that are trying to do the right thing. I'm incredibly sensitive to this. It's been pointed out now that there is so much intolerance

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

with this issue. I can understand how the state came up with this overriding ordinance to disallow county involvement.

How do we figure out how to not let this happen? I think we got everything we could have possibly hoped for. We pushed this thing further than I knew we had to do to settle. How can we find a way without the ugliness of some of the things that have taken place? When decent people want to do this and go through the proper channels, they get drug out in public and it never makes it past square one because there's such an outcry from people who are narrow-minded. We have to have these people. Melanie and I employ two seasonal guys and one full-time guy. I think we do the right thing. We take care of our people. I certainly can relate to the corporate side of this.

How do we find a way that meets the middle ground? It was not okay that this was put to us a week ago exactly when the planning process of this was at least six months old. They have looked into our property. They have a huge septic system to put in. They checked into our well and our property to establish would it would work that close to us. As far as six months ago, it's a fact that these people were considering our direct back yard. We're talking about something that had it gone through as planned is approximately 120 yards, actually less, out our back door. They have a 600-acre ranch. I grew up on this farm. I suggested other options. Having farmed the ground before and Dad and I had mainlines across the place, I showed him where they would not have problems with percolation sites. The man came down ready to go further than I even thought we could push him because we had to go out and make such a stink to get some attention. I've got to be careful.

As a council, you have to help us all find a way to both allow what's the inevitable here -- We have to have these workers. These people are human beings. They deserve a decent place to stay. That is not in question to me. We all want to say not in our backyard -- But we've got to find a way to do the right thing by everybody here. There are decent growers who are trying to do the right thing. They get such a public outcry of emotions that they never make it past square one if they try to do it with a normal county process. It's so tough with a normal county process because so many

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

people get notified. In our community there are a lot of five acre parcels and this room would not even have been close enough in size had they had to do this with the normal county process. I want that, but I realize that we've got to almost find a middle ground. The state absolutely knew of this problem. They tried to avert the problem. But somehow, some way, everybody I think can't deny that this was the wrong way to go about it. This corporate giant could have so easily discussed this with five directly affected neighbors and this whole thing would have been so different. Melanie and I will probably get everything we need out of this deal. But you find us a way to keep the next Jeff and Melanie from this being such a blind-sided attempt, lawfully done, completely lawfully done. The state representative that directly has control over this issue has basically stated to me that she only involved the county as a courtesy. Her office did not have to involve the county at all. It was her friendly courtesy. I have emotions with that. Help us find a way. I need to go turn dirt and I have a lot of things to do but I'll help. I'll do the best I can. There's got to be a way to have a middle ground. I don't want to cause trouble for the people that are trying to do this right but help find a way so the next person doesn't have to go through what we just went through.

Melanie and I have had a couple of instances that are pretty extreme and hard to deal with. This is one of the toughest weeks of my life next to my son being born with heart problems. I compare this right up there with it. It's a pretty emotional deal. I had a whole thing written out. This has so changed from before Stemilt met with us. I'm going to have to answer now to legislators that have finally returned my call Monday morning. I'm not sure where I'm at on this because I can't blow the deal that we've put forth.

At this point, all Melanie and I want to do is state the need that we've got to find a way. This is a human being issue. It's a neighborly issue that could have been handled so differently. Most of the growers in our area would not have done this but because we have just one, maybe one out of thousands, that didn't go about this in that way, we have to have a rule. We have to figure out a way to not destroy the program but not let this happen to the next couple.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mr. Koch asked what did they finally do for you? Did they just move it deeper in the farm?

Mr. Ossman said it's kind of funny how it all came about. Late-night phone calls are not the way to approach this but yet I'll take it any angle I can get it. They have agreed -- basically the statement was made as he stood at our back yard and looked from our angle, what we're talking about, this man had never been there before. He's a corporate troubleshooter quite honestly. It's a shame that I know enough about the world and law that before I could even offer the man a cup of coffee and a handshake, I had to ask if he was a lawyer, Stemilt's legal counsel. I was very pleased with this man's approach and for the most part he wasn't saying a lot but he said, "We will effectively move this to a more suitable location." He said basically we will move this out of your direct backyard but we're going to build it. I'm taking a huge chance even being here and doing any griping. They could have forced this issue. We would have had to live with this. Our property values could have been affected, property values being one thing as the assessor's office states it, but the real issue for Melanie and I was the safety, the potential, all these issues -- I don't want to go there because I don't care if you're pink, yellow, green, black, brown, it doesn't matter, when you get a group of unaccompanied workers (without their families in other words), these are just guys and quite honestly they're not so different from me, they're out trying to make a living for their family, but these are guys that are single out of town without a family. If you get a group of people, any nationality together, you're bound to have some troubles. I started to chase this issue. I know there have been huge problems up north. I have to stop that angle now.

The only thing I really want to ask is to find a way to not let this happen to the next couple.

Mrs. Corkrum said she would assume that quite a few boards of county commissioners do not realize that the state has this ability. She thinks the only way we can work through this is with our association, the Washington State Association of Counties (WSAC), and bring it to the forefront. She said Mr. Brock spoke with Jim

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Potts, a former county commissioner that was working with CTED. There were several good sites that they were looking at but the hoops we had to go through didn't work out.

Mr. Brock said WSAC and Mr. Potts were very sensitive to where they were placed. There were some good spots considered. One of the things we had was a water issue. High nitrates in water is a big issue. There was a spot in Eltopia that was really desirable. There was some potential at Basin City. You have to have notification and cooperation of people who want it there.

Mr. Ossman said he is a realist. We could have easily been cherry growers. I understand. I've watched a good friend of mine who tried to provide housing on a commercial basis but because he was not a grower he had terrible problems trying to put housing in as a commercial grower. We've made the standards so terribly high in these issues that housing that was fine awhile back is no longer considered standard. Many regular growers are trying to do the right thing but there are a lot of problems behind the scenes. These people will not find a place to stay because of so much need for housing.

Mr. Ossman said one of my big concerns was with our son with Down's syndrome. It's kind of ironic the way this meeting started at 8 o'clock Saturday morning. Melanie and I were trying to decide what we wanted minimum. Our son Garrett went to the door and answered the door without us knowing. He opened the door and according to Jim, he talked to Garrett, who is hard to understand. He was playing Nintendo and he left the door open and the man stood in our doorway and waited. I wanted to start this meeting way different but I wanted to point out what happened. Mr. Ossman said he told the man who came (Jim), you could have easily asked my son to walk outside with you.

Mrs. Corkrum said hopefully it is resolved. She thinks you're right, boards of county commissioners, whether it's a state or a large corporation, need to be notified and have some rules like everyone else has to have rules that our citizens have when they develop their land or change the zoning or whatever. She said I feel it's wrong also.

Mr. Brock said there's a real big gap on this particular issue. If we had known ahead of time and been able to notify the neighbors, that wouldn't have necessarily solved the problem but it would have helped.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mr. Ossman said I did inform my neighborhood. If we had to deal with one neighbor on a neighborly type basis, this issue would be so different.

Mrs. Corkrum asked the planners if they had anything to add. She asked can you work through your association? Mr. MacPherson said we can raise the question. Mrs. Corkrum asked the planners to find out if there are other counties with the same issue. Mr. MacPherson said we meet two or three times a year and prepare a legislative report. We suggest legislative changes. The planners have to agree collectively.

Mr. Wendt said in the last few days we've been discussing different ideas and solutions. Mr. Brock said CTED handles the financing for the housing. Mr. Wendt said in this specific situation they do. Mr. Brock said CTED has a department that handles this housing. We need to get some kind of commitment from them before it is run through the legislature.

Mr. Wendt said the state agency has been pretty good to work with. They have taken a mediator role. Mr. Ossman said somewhat. But this is almost dastardly the way they have done it. Basically they took 90% of the process and eliminated it.

Mr. Ossman asked the Board to listen to Adam MacHugh also.

Adam MacHugh said he has been in the Planning Department lots of times to try to build low-income housing. Year-round there are lots of people. We do not want to build tent camps but the need for housing is there. There's a giant demand. But if you want to ask the Planning Commission where do we build this housing -- Merrill's Corner is zoned commercial, one house per acre. It is almost impossible to build apartments in Pasco for a low income person. I think there needs to be a place in the county where housing can be built commercially and not tent camps. People are there year-round anyway.

Mr. Ossman said these are human beings and they deserve a decent place to stay. Most of the people are just regular people.

Mr. MacHugh said the demand is huge for the housing, there's just no place to put it. I realize why Stemilt would not want to go through the Planning Commission if they got the same answers I did. That's the smallest zone there was, one acre.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Floyd Ossman said we're probably the main culprit to start all this. We sold the property to Stemilt. I might even put a plug in for Stemilt here. They dealt honorably with us. We asked them to do some things orally and they complied with those requests. They have been very honorable people to us. What they're doing with Jeff I think is commendable. I would hope that this is the way it would work throughout the county. We need our Mexican workers. We need them in Franklin County very desperately and we need to make provisions for them someplace. This is not a race rule, not at all. We need these people very much. I've employed lots of them through my lifetime and appreciate them. They're hard-working people. They're not like some of the people that will gouge you. So I commend Stemilt for handling this in a forthright manner. But I can't help but throw a few rocks at our legislators, even you guys. I don't know why this fell through the cracks but it did fall through the cracks. This should not happen. There should not be another Jeff and Melanie. This should be resolved. We need those people. This needs to be resolved.

Mrs. Corkrum asked if anyone else would like to make a statement.

Adam MacHugh said he was on the other side. Every neighbor showed up at the courthouse to say "we don't want this in my yard" five years ago. There needs to be a rule in place that you can place this housing and have maybe a buffer zone around it. No matter where you place it, there will be houses within a mile. It needs to be consensus among the people that says yes, we're going to allow housing somewhere. We just need to find the right spot.

Mr. Brock said there is a committee formed by the state without funding dealing with migrant housing that has met several times. He is on the committee. We've accomplished very little because these issues make it difficult to get a group of people together and satisfy everyone's concerns. We are continuing to meet. A more immediate concern is the notification process. He thinks we can work directly with CTED and maybe overcome some of that problem.

Mrs. Corkrum thanked the people for coming. She commended Mr. Ossman for working hard on this matter. Mr. Ossman said there have been many helpful people



COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

including your office and the Planning Department. Mr. Brock said we support your goal and understand your process.

Public Hearing: Short Plat SP 2006-07, an application by Fred Olberding (Jeff and Kelly Zaro) to short plat 53.07 acres into 3 lots, approximately 4.68 acres, 5.14 acres and 43.25 acres in size respectively. The property is zoned Agriculture Production 20 (AP-20).

Public Hearing convened at 9:33 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: Alan Olberding, Jeff Zaro and Pete Zaro.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 1).

Mr. MacPherson showed a copy of the plat submitted by the applicant. He reviewed the conditions of approval. One condition is that the Public Works Department is not allowing access onto Columbia River Road from either lot.

Mrs. Corkrum asked if anyone in the audience would like to speak against this short plat. There was no response.

Mrs. Corkrum asked if anyone in the audience would like to speak in favor.

Jeff Zaro spoke in favor. Pete Zaro spoke in favor. Alan Olberding spoke in favor.

**Motion** – Mr. Brock: I move we grant preliminary approval of Short Plat 2006-07 subject to the seven findings of fact and eight conditions of approval. This is Resolution 2006-176. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 2)

Farm Labor Housing

Mr. MacPherson thanked Greg Wendt for his hard work on the farm labor housing issue last week. He spent a lot of time dealing with Stemilt, the state and the Ossmans.

Mr. Brock asked what can we do to get notification? Mr. Wendt said we heard about the housing on March 21, about five days before the neighbors did.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

He said we have some good ideas on how we can change the RCW. Maybe there can be a cooperative situation where if housing is going to go on a piece of property, there is a list of criteria and neighbors are notified, or something else is done.

Final Approval Short Plat SP 2005-12, Ken and Gail Smith

**Motion** – Mr. Koch: I move for final approval of adopting Short Plat 2005-12, Resolution #2006-177. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 3)

**VETERANS ASSISTANCE FUND**

Jim Rabideau, Keith Lawler, James (Jim) Reed and Jeanie Nelson met with the Board.

Mr. Lawler is American Legion Post 34 commander and chairman of the Veterans Advisory Committee. Jim Rabideau is also with the American Legion. Jim Reed is post service officer. Mr. Lawler said Jeanie Nelson is the first vice commander and is also the WorkSource representative that attends our meetings. She is our service officer on the first and third Thursdays of the month.

Mr. Lawler referred to a resolution about the county's Veterans Assistance fund. The levy rate is set by the RCW.

Mr. Rabideau told the Board that the American Legion anticipates there will be a shortfall in the Veterans Assistance fund, perhaps in October. They wanted to let the Board know prior to that time.

Mrs. Corkrum said we have never had a year like this in the past. We've always had a surplus. Some years we don't even have to assess because there is enough cash carryover to get us through. She is wondering what's happening. Ms. Nelson said there are a lot of returning Iraqi vets who need help when they come back. Mrs. Corkrum asked isn't there a maximum amount for each person? Ms. Nelson said absolutely. Mrs. Corkrum said it appeared to a staff member in the bookkeeping department that people were using this fund as a supplemental income. Ms. Nelson said some of them do. Mrs. Corkrum asked isn't there any way to prevent it? Ms. Nelson said the maximum is the way you can control that. Aside from that, it's a fund. It's something they have earned as a veteran.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mrs. Corkrum said don't misunderstand me, I'm not saying the veterans don't deserve this, but what I'm questioning is the veteran that is time after time, year after year, using the fund. There are people that abuse good things. I want to make sure that people that are really in need are getting the help and not people that are abusing the system.

Ms. Nelson said I agree with you but how are you going to tell somebody that's under the income level that expresses a need that they can't have the money? Without regulating out everyone that needs it, how can you do that?

Mrs. Corkrum said we've increased the rates. We've never had this problem until this year and I'm wondering what's happening.

Mr. Rabideau said it's probably going to get worse, partly because of the size of the county.

Mrs. Corkrum said it used to be a problem with people going from Walla Walla County to Franklin County to Benton County. Since we've had the American Legion handling it, it's been wonderful.

Mr. Rabideau said he would like to see if there could be a statewide network of county commissioners utilizing their auditors' bookkeeping systems to try to catch these people. We require a form called a DD214 and a driver's license that shows their Franklin County address. He asked is there a chance of WSAC trying to work out an agreement? Mrs. Corkrum said we can pursue it.

Mr. Koch asked can't the veterans get hold of offices in other counties and have a database? Mr. Rabideau said we're not really set up to do that. Ms. Nelson said we have the database from here. We communicate with Benton County who has a database. She attends both meetings. Cross-checking names and Social Security numbers would be the only way to really check.

Mr. Lawler said clearly the state computer system is capable of handling this if each county's auditor inputted to a specific on-line database the people that are receiving it to create an initial database. Mrs. Corkrum said the license department, elections,

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

health department and courts are connected to a state database but the bookkeeping departments are not.

Ms. Nelson said she doesn't see that it's a big problem with people crossing over.

Mr. Brock asked are there revocation clauses in the application process?

Mr. Reed showed the application form that is filled out by the veterans every time they come in for assistance. Ms. Nelson said it is kind of outdated now because the definition of a veteran has changed. Anyone serving from 1991 through the present time is also considered a veteran.

Mr. Rabideau said we're very careful and protective of this fund. He gave an example of misuse many years ago.

Ms. Nelson said Benton County goes on a yearly basis. The amount available for one veteran renews on the date of the year that the first amount was used by a veteran. She thinks is a better system and more fair and spreads the funds out better.

Mrs. Corkrum said our Current Expense budget is done by calendar year. The Veterans Relief Fund is part of that budget. Mr. Lawler said it would not change the way the county is handling it. It would probably reduce the amount of overall annual claims because the 12-month period will lapse. Somebody who moves to Franklin County January 1, 2006, and on August 1, makes his first claim on the Veterans Relief Fund wouldn't rush to consume that \$900 in the remaining five months and then have it renew again on January 1.

The Board asked are people using this as a supplemental income? Ms. Nelson said absolutely they are. Mrs. Corkrum said it seems as though the veterans relief is when somebody has a problem during the year for an emergency. It's called emergency. Ms. Nelson said "Exactly." She gave an example of a man who has six kids and was laid off. He needs help to put food on the table and pay his utilities. He is going to use the whole fund.

Mr. Rabideau said he thinks it's a great idea to change the date based on individual use of the fund but he wants to make sure that the Prosecutor has reviewed it.

Vendor Participation

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mr. Lawler said according to the Auditor's Chief Accountant Tom Westerman, there is currently no form to appoint or show agreement to participate in the Veterans Relief Program as a vendor. Right now we only have one grocery store and one gas station on the list of vendors who are willing to participate in this program. The gasoline vendor is Bernard Shell and their pumps have been down for over two weeks and may not be up this week. He will be meeting with the Albertson's store manager today. Albertson's plans to become a vendor both for groceries and gas.

Mrs. Corkrum asked if you issue vouchers for specific needs. The veterans group said yes, for specific needs. Vendors are pre-set based on what has gone on in the past.

Mr. Lawler said a person in Connell who uses the fund has to drive to Pasco for groceries or fuel because we don't have anything else set up in the county. He asked Mr. Koch for contact information for vendors in Connell. Mr. Koch said there are two gas stations, SunMart and Quick Mart. There is one grocery store.

Ms. Nelson explained how vouchers are handled. There are no vouchers for cash. The only food allowed is for human consumables. Mr. Lawler said the vouchers are only made out to a vendor, not to a specific individual.

The Board asked if Mr. Lawler can develop a form for vendors. They told him to work with Tom Westerman to see what would meet the legal requirements for the Auditor's Office.

Printing Work

Mr. Rabideau asked if the county can provide copying services for notices occasionally. Mr. Lawler said the amount of each notice could be up to 1200 copies. The American Legion would do the mailing. Mrs. Corkrum said the county does that for the Historical Society so she doesn't know why we couldn't.

Another man from the American Legion joined the audience.

The Board asked how many times a year the printshop would be needed. Mr. Lawyer doesn't think it would be once a month. Mr. Brock said he does not see that as a problem. Mr. Bowen said the only problem would be how backlogged the printer is. Mr. Koch said you'd have to work around her schedule.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Fund Shortage

Mr. Brock said you feel you're going to run short of funds. The American Legion people are not sure but think the fund will be short in October. Part of the problem is the increase in home heating and gas prices which is pinching veterans who are on fixed incomes. That's why we're seeing them come in on a monthly basis for help.

Mr. Rabideau explained a problem that happened about 18 months ago with people separating from the military and then going to the VA for help.

Veterans Hospital

Mr. Lawler asked the Board to consider a resolution to the Veterans Administration (VA) urging them to put the new VA hospital here in the Tri-Cities. He said the VA is dancing around many proposals. There are no representatives on the committee from the Tri-Cities so they eliminated the two Tri-City offices. The graph in Sunday's Tri-City Herald newspaper (April 2, 2006) shows the majority of veterans served by the VA hospital in Walla Walla are here in the Tri-Cities. They're spending \$1 million a year to maintain the old buildings and they're not using them. We think that money can be better spent in building a new VA hospital here in the Tri-Cities.

Mr. Brock does not want to lose it to Spokane.

Ms. Nelson said there is an unoccupied building built for Hanford needs that has never been used. It is a Federal building so if it was used for a hospital, it would be moving from one Federal agency to another. It would put the VA hospital where 80% of the veteran base is. The veterans in Yakima are also covered by the Walla Walla hospital. There is a little tiny clinic in Richland that will be moving soon to a slightly larger facility.

Mrs. Corkrum said it seems like our Federal legislative group is working on saving Walla Walla so what would that do if we encouraged another facility? Would they close that one down? Ms. Nelson said they would turn that into a clinic. It is beautiful but it's owned by the Army so we can't do a lot to it because of a historical designation. They can't change the buildings unless they build more buildings. There is not a lot of room to do that.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mr. Lawler said originally the VA's proposal was to shut down Walla Walla period. Then after a review and facilities utilization management study, they realized they needed a medical facility in central Washington. At the time Governor Gregoire was not even aware that central Oregon does not have a veterans facility and they are actually coming into Washington for treatment. Walla Walla is trying to say they are more centrally located when in reality the Tri-Cities is more centrally located. Now, a veterans hospital will stay in Washington. Now the issue is whether to just live with Walla Walla or bring it to the Tri-Cities and build a completely new facility. The committee they created had nobody from the Tri-Cities on that committee.

An unidentified American Legion representative said we did have one representative on the committee who was unable to be here this morning.

Veterans Assistance Fund

Mrs. Corkrum said we need to know what you think the ballpark figure will be for the shortfall. We will have to supplement the fund.

Mrs. Corkrum expressed appreciation for the American Legion's service.

**Recessed** at 10:31 a.m.

**Reconvened** at 10:37 a.m.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Vouchers/Warrants

**Motion** – Mr. Brock: I move for approval of the vouchers for County Road Fund for \$170,654.44 and MV & PW Equipment Fund for \$105,535.55. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 4)

Resolution: Architectural/Engineering Agreement between Franklin County Public Works and SCM Consultants, Inc., Erwen Trust Boat Access Project

Mr. Fife explained what the contract will do.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-178 as listed. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

CRP 582 Dilling Lane Bridge Bid Tabulation

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mr. Fife said the Engineer's estimate was incorrect when bids were opened. He gave the Board a bid tabulation sheet (Exhibit 6).

Mr. Fife is working with the state on some figures. He told the Board about what the approach work includes and what the state will pay for. Initially the county was going to be responsible for about \$30,000 of the work. Now the county has to pick up all but \$6000 of the approach work. Mr. Fife is asking the state to provide a bigger share of that amount. If we were to award the bid today, the county's share would be \$72,000 which is way more than what we have paid before. This is supposed to be paid for 100%. Because the state is short on funds, they are shifting the burden.

The engineer's estimate is \$216,062.50. The county was going to be responsible for \$30,000. Now the county is responsible for an additional \$42,000 for a total of \$72,000. We're responsible for all but \$6000 of the increase. The state just pays for the wraparound rail.

Mr. Fife said this bridge has some rot in it. The county is the one who makes the bridge inspections, not the state.

Supplemental Transportation Budget Veto

The governor signed the transportation bill but vetoed one portion. Mr. Fife read from Section 19 of the bill.

**SUPERIOR COURT**

Superior Court Administrator Pat Austin met with the Board.

Interpreter Contracts

Ms. Austin answered the Board's questions about the interpreter contract. One of the interpreters has requested an increase in the contract pay amount from \$1000 to \$1400 per month. Ms. Austin said the hours of work have increased. Mrs. Corkrum does not think the request is unreasonable. The requirement for keeping track of hours needs to be explained more clearly in a subsequent contract. Mrs. Corkrum said it is possible a COLA increase could also be considered over time but not be in the contract itself.

The contracts should include a provision that any billing be received within 30 days for additional hours outside of the contract.



COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

Mr. Koch asked how comparisons of the amount of work are tracked. Ms. Austin explained what work is done. She said the contract could include some tracking mechanisms for comparison purposes.

Courthouse Renovation

Ms. Austin said some new furniture is ready for installation in the courthouse. Mr. Bowen said the furniture company can start moving furniture into the courthouse on April 17. Mrs. Corkrum said the rededication and reception is scheduled for May 17 at 1 o'clock.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Courthouse Facilitator

The Board has been informed that the Courthouse Facilitator does not need to be an attorney. Mrs. Corkrum wants to find out if we need to go out to bid for proposals to fill the contract position.

Consent Agenda

**Motion** - Mr. Brock: I move for approval of the consent agenda as follows:

1. Approval of **joint Resolution 2006-179** in the matter of appointing John Radford to the Mid-Columbia Library Board of Trustees (as a Benton County representative completing Robert Marple's term), with said term expiring December 31, 2011. (Exhibit 7)
2. Approval of **Resolution 2006-180** for an amendment between the Division of Alcohol and Substance Abuse (DASA) and Benton-Franklin Counties to reduce \$45,103 from the Justice Administration Grant and the Criminal Justice match of the original contract to provide substance abuse treatment services for the 2005-07 biennium, and authorizing the Chairman to sign agreement #0563-73229-02. (Exhibit 8)
3. Approval of **Resolution 2006-181** for the Program Agreement between the Greater Columbia Behavioral Health and Benton and Franklin Counties' Department of Human Services, Amendment #BEN/FRS-05/06-02, extending the effective date through August 31, 2006, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 9)

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

4. Approval of **Resolution 2006-182** for the disposal of a desk chair as identified on the *Franklin County Storage – Salvage* form received from the WSU / Franklin County Cooperative Extension office, in conjunction with RCW 36.32.210 (inventory). (Exhibit 10)

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

Vouchers/Warrants

**Motion** – Mr. Koch: I move for approval of payment of expenditures for \$134,969.94: Jail Commissary warrants 2181 through 2186 for \$4038.29; Election Equipment warrant 319 for \$88,580.39; Current Expense warrants 50185 through 50215 for \$15,091.79; FC Enhanced 911 warrants 1133 through 1135 for \$4502.60; Boating Safety warrant 375 for \$875.88; Current Expense warrants 50216 through 50233 for \$5624.95; Auditor O&M warrant 365 for \$74.01; Current Expense warrants 50234 through 50254 for \$15,200.76; Auditor O&M warrant 367 for \$801.27; Veteran's Assistance warrant 1277 for \$180.00.

Second by Mr. Brock. 3:0 vote in favor. (Exhibit 11)

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen, Planning Director Jerrod MacPherson and Human Resources Director Rosie H. Rumsey met with the Board.

**Executive Session** at 11:27 a.m. regarding personnel expected to last 10 minutes.

**Open Session** at 11:42 a.m.

Ms. Rumsey and Mr. MacPherson left the meeting.

Grand Old 4<sup>th</sup>

**Motion** – Mr. Koch: I move that we accept the Personal Service Agreement between Franklin County and Interactive Game Experience (IGX). This is Resolution 2006-183.

Second by Mr. Brock. 3:0 vote in favor. (Exhibit 12)

Interbudget Transfer

Mr. Bowen asked for approval of the interbudget transfer of \$6384 from Miscellaneous Expense 1999 Distressed Capital Bonds, Budget #280-000-002, line item 597.00.00 (Operating Transfer Out) to Miscellaneous Expense FC Public Facilities Construction Fund Budget #390-404-001, line item 397.00.00 (Operating Transfers in).

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

The TRAC projects were previously approved. This resolution cleans up all the work done previous to our audit but nothing else until the Economic Development Plan is prepared.

**Motion** – Mr. Brock: I move for the approval of Resolution 2006-184 as specified.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

Courthouse Renovation

Department of Archeology and Historic Preservation Awards:

An award will be presented to the county on May 2 in Olympia. All three Board members and Mr. Bowen will attend.

Statue for Rotunda:

The Board reviewed some pictures of statues and fountains for the courthouse. The total cost that includes a base would be about \$10,000. The Board asked Mr. Bowen to ask the Courthouse Restoration Committee for input.

Potential Change Orders (PTO): PCO 141R for \$3917 was reviewed for additional marble installation in the historic courtroom. The Board gave **consensus approval**.

PCO 142 for \$1104 is for casework modifications inside the Treasurer's office for a handicapped area. A floorbox was in the design but cannot be put in that area so a modification of the cabinets is necessary. The Board gave **consensus approval**.

PCO 144 for \$2885 was reviewed. Mr. Bowen explained the work that was needed to add a trim piece. The Board gave **consensus approval**.

AmeriSuites

Hyatt bought the AmeriSuites chain. Hyatt is requiring a tremendous amount of modifications. The hotel owner, Vijay Patel, has asked for some tax breaks. Mr. Bowen did some research and then told him there are no tax breaks that he could locate. It will cost about \$2400 per room to remodel plus the lobby remodel.

Display Areas in Courthouse

It is possible some glass cases will be installed in the courthouse hallway to hold a display of pictures of the county's history.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

**MINUTES**

**Motion** - Mr. Koch: I move we accept the commissioners Minutes for March 22 and March 27, 2006. Second by Mr. Brock. 3:0 vote in favor.

**Adjourned** at 12:12 p.m.

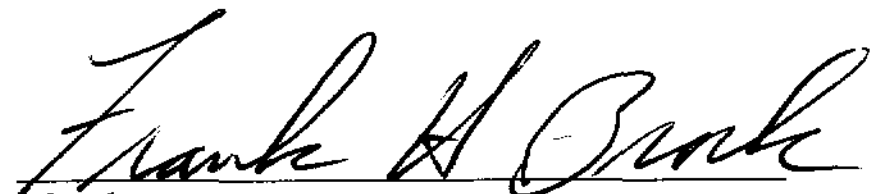
COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 3, 2006

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 5, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed April 10, 2006.

## FRANKLIN COUNTY ACTION SUMMARY

<b>Agenda Item:</b> Fred Olberding (Jeff and Kelli Zaro)	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
<b>Meeting Date:</b> April 3, 2006	Execute Contract	Public Hearing X
<b>Subject:</b> SP-2006-07 to short plat short plat 53.07 acres into three (3) lots	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
<b>Prepared By:</b> Greg Wendt	Pass Motion X	Other: <i>Preliminary Approval</i>
<b>Reviewed By:</b> Jerrod MacPherson	Other	

**BACKGROUND INFORMATION:**

The applicant has applied to short plat 53.07 acres into three (3) lots. As proposed the lots are approximately 4.68 acres, 5.14 acres, and 43.25 acres in size respectively. The property is zoned Agricultural Production 20 (AP-20).

The property is located north of Selph Landing Road near the intersection of Helm Road and Columbia River Road (124-190-321).

As submitted, the application is in compliance with the standards specified in the County Subdivision Ordinance #3-2000.

According to Chapter 8 of the County Subdivision Ordinance, the Board of County Commissioners shall, after conferring with appropriate officials and agencies, make and enter findings into the record and determine whether the short plat be approved with conditions, returned to the applicant for modification or denied.

**FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;

*Action Summary**SP-2006-07**Page 2*

- 6). The public use and interest **will be** served by permitting the proposed divisions of land;
- 7). Subdivision improvements **are not required** for this application and **therefore are not** required to be guaranteed by one of the methods described in the Subdivision Ordinance.

**CONDITIONS OF APPROVAL:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Health Department (see letter dated March 13, 2006).
2. **Big Bend Electric:** The Franklin County PUD signature block shall be changed to Big Bend Electric Cooperative, Inc. The applicant shall meet and comply with the requirements of the Big Bend Electric Cooperative, Inc.
3. **GIS/Assessor:** The plat does not show or reflect the Boundary Line Adjustment between Lot's 1 and 2. Also, the plat needs to be show both net and gross acreage for all lots.
4. **United States Bureau of Reclamation:** The applicant shall meet and comply with the requirements of the USBR (see letter dated March 20, 2006).
5. **South Columbia Basin Irrigation District:** RCW 58.17.310 requires an irrigation easement from the farm unit's point of delivery to each new lot when a farm unit is short platted. A minimum 10 ft wide irrigation easement (separate from other easements) needs to be extended to Lot #1 and #2 of the proposed short plat to the northwest corner of Lot #1 of Short Plat 97-17. The 15' irrigation easement through Lot #1 of Short Plat 97-17 needs to be shown on this plat. The reclamation facility running parallel with the western boundary of the farm unit is incorrectly labeled. It should be labeled as PPIWW.
6. **Public Works:**
  - a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
  - b. A boundary line adjustment recorded in December 2004 was overlooked which changes the boundary of Lot 3 somewhat. The final plat shall show the adjusted boundaries correctly, and all lots on the final plat shall show the adjusted acreages;
  - c. The Name Road 68 should be changed to Columbia River Road and Helm Road should be changed to Helm Drive;
  - d. **Add the following note to the plat:** Access for Lots 1 and 2 shall be from Helm Drive.

*Action Summary*  
*SP-2006-07*  
*Page 3*

7. **Fire Code Official:** Because this area is covered by a volunteer fire district (FD #3) for fire suppression, the following separation standards shall be required for all new structures on each lot:

Unless there is a fire hydrant located within 500 feet of the proposed building/structures.

- a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
- b. Rear yard setback: Twenty-five (25) feet.
- c. Side yard setback: Twenty (20) feet.
- d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.

***\*\* These separation standards and requirements shall be placed on the face of the plat.***

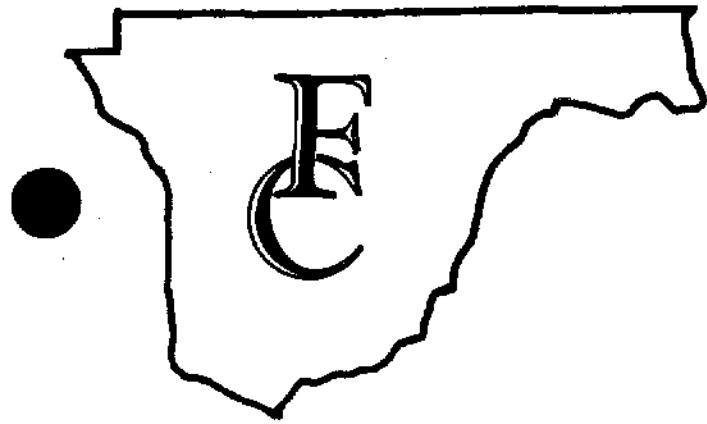
8. **Franklin County Planning Department:**

- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. Notes # 4, #5, and #6 should be checked and verified.
- c. Lots 1, 2, and 3 are subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the Lot 2. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lots 1, 2, and 3. This shall be paid prior to building permit issuance for a new home on Lots 1, 2, and 3.**
- d. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend Electric, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- e. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

**MOTION**

Grant preliminary approval of Short Plat 2006-07, subject to the seven (7) findings of fact and eight (8) conditions of approval.





# FRANKLIN COUNTY

## COMMISSIONERS

Courthouse - 1016 North 4th  
Pasco, Washington 99301  
(509) 545-3535

RESOLUTION NUMBER 2006 176

### PRELIMINARY APPROVAL

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

**RE:** SP 2006-07, to short plat 53.07 acres into three (3) lots. As proposed the lots are approximately 4.68 acres, 5.14 acres, and 43.25 acres in size respectively. The property is zoned Agricultural Production 20 (AP-20). The subject property is located north of Selph Landing Road near the intersection of Helm Drive and Columbia River Road (124-190-321).

**APPLICANT:** Fred Olberding 10 Clark Road, Pasco, WA 99301 & Jeff and Kelli Zaro, 4803 Santa Fe Lane, Pasco, WA 99301.

**WHEREAS**, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Fred Olberding and has recommended preliminary approval of the preliminary short plat and finds the following:

#### **FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;
- 7). Subdivision improvements **are not required** for this application and therefore **are not required** to be guaranteed by one of the methods described in the Subdivision Ordinance.

RESOLUTION NUMBER 2006 176

Preliminary Approval  
SP-2006-07- April 3, 2006  
Page Two

**CONDITIONS OF APPROVAL:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Health Department (see letter dated March 13, 2006).
2. **Big Bend Electric:** The Franklin County PUD signature block shall be changed to Big Bend Electric Cooperative, Inc. The applicant shall meet and comply with the requirements of the Big Bend Electric Cooperative, Inc.
3. **GIS/Assessor:** The plat does not show or reflect the Boundary Line Adjustment between Lot's 1 and 2. Also, the plat needs to be show both net and gross acreage for all lots.
4. **United States Bureau of Reclamation:** The applicant shall meet and comply with the requirements of the USBR (see letter dated March 20, 2006).
5. **South Columbia Basin Irrigation District:** RCW 58.17.310 requires an irrigation easement from the farm unit's point of delivery to each new lot when a farm unit is short platted. A minimum 10 ft wide irrigation easement (separate from other easements) needs to be extended to Lot #1 and #2 of the proposed short plat to the northwest corner of Lot #1 of Short Plat 97-17. The 15' irrigation easement through Lot #1 of Short Plat 97-17 needs to be shown on this plat. The reclamation facility running parallel with the western boundary of the farm unit is incorrectly labeled. It should be labeled as PP1WW.
6. **Public Works:**
  - a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
  - b. A boundary line adjustment recorded in December 2004 was overlooked which changes the boundary of Lot 3 somewhat. The final plat shall show the adjusted boundaries correctly, and all lots on the final plat shall show the adjusted acreages;
  - c. The Name Road 68 should be changed to Columbia River Road and Helm Road should be changed to Helm Drive;
  - d. **Add the following note to the plat:** Access for Lots 1 and 2 shall be from Helm Drive.
7. **Fire Code Official:** Because this area is covered by a volunteer fire district (FD #3) for fire suppression, the following separation standards shall be required for all new structures on each lot:

Unless there is a fire hydrant located within 500 feet of the proposed building/structures.

- a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
- b. Rear yard setback: Twenty-five (25) feet.
- c. Side yard setback: Twenty (20) feet.

RESOLUTION NUMBER 2006-176

Preliminary Approval

SP-2006-07- April 3, 2006

Page Three

- d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.

**\*\* These separation standards and requirements shall be placed on the face of the plat.**

**8. Franklin County Planning Department:**

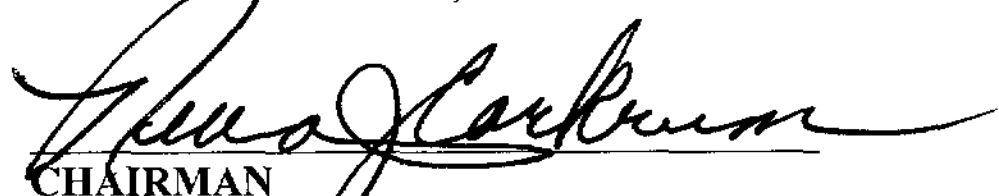
- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. Notes # 4, #5, and #6 should be checked and verified.
- c. Lots 1, 2, and 3 are subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the Lot 2. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lots 1, 2, and 3. This shall be paid prior to building permit issuance for a new home on Lots 1, 2, and 3.**
- d. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend Electric, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- e. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

**WHEREAS**, the public use and interest will be served by giving preliminary approval to the above-mentioned application, and;

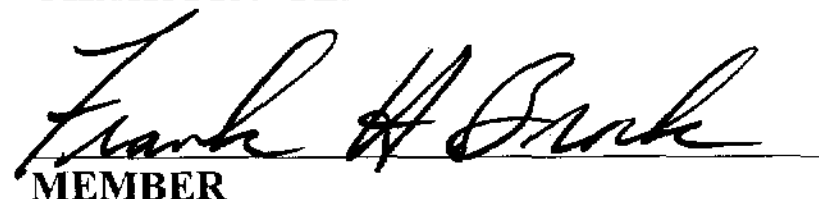
**NOW THEREFORE, BE IT RESOLVED** that the above-mentioned application be given preliminary approval in accordance with the provisions of the Franklin County Subdivision Ordinance #03-2000.

**SIGNED AND DATED THIS 3<sup>rd</sup> DAY OF APRIL 2006.**

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

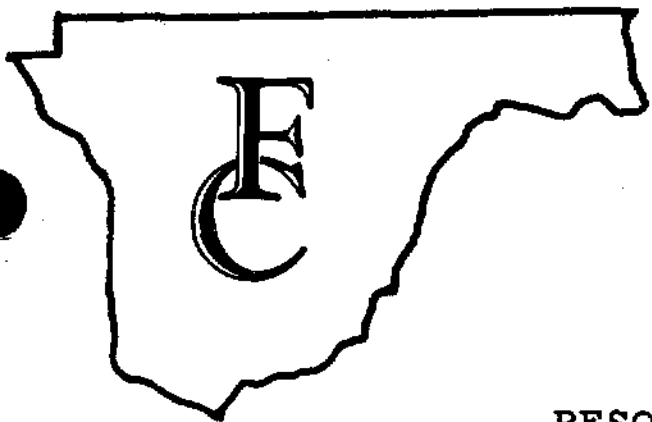
  
CHAIRMAN

  
CHAIR PRO TEM

  
MEMBER

ATTEST:

  
Clerk of the Board



# FRANKLIN COUNTY

## COMMISSIONERS

Courthouse - 1016 North 4th

Pasco, Washington 99301

(509) 545-3535

RESOLUTION NUMBER 2006 177

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

RE: Final Approval for SP 2005-12

WHEREAS, this Board did hold a public hearing on November 16, 2005 to consider the short plat of Ken and Gail Smith; and

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

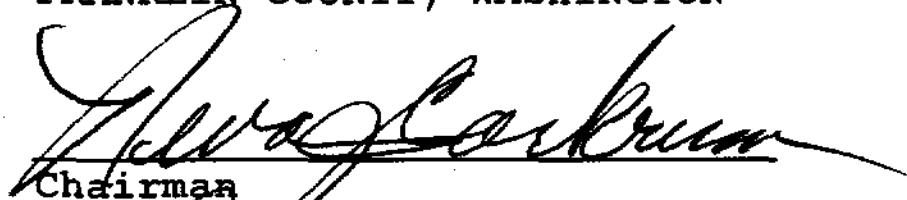
1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

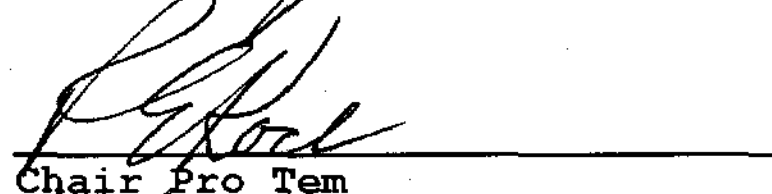
WHEREAS, the public use and interest will be served by approving the short plat of Ken and Gail Smith for recording,

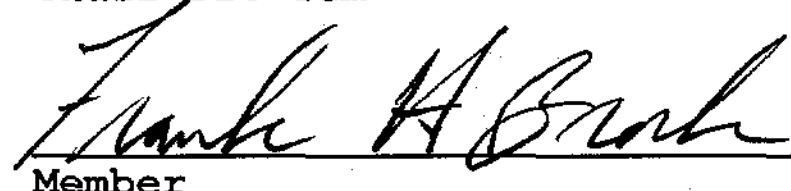
NOW, THEREFORE, BE IT RESOLVED that the short plat of Ken and Gail Smith be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 3<sup>rd</sup> DAY OF APRIL 2006.

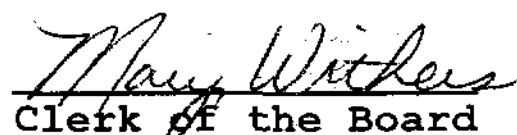
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chair Pro Tem

  
Member


Attest:


  
Clerk of the Board


## 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 \$170,654.44 ON THIS 3RD DAY OF APRIL 2006.

COUNTY ROAD FUND  
 15000  
 150 000 001 540 00

  
 Board Member

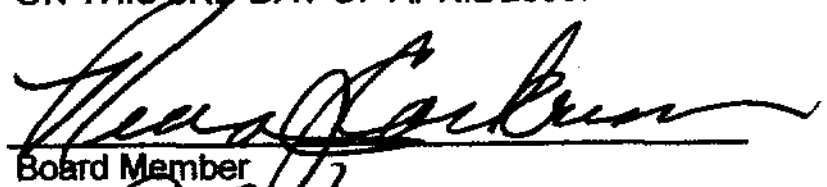
  
 Board Member

  
 Board Member

Voucher #	Claimant	Purpose	Amount
	AVISTA UTILITIES	monthly service	530.40
	BRUTZMAN'S, INC.	tape/staples/clips	104.89
	CAMPBELL & CO.	semi-annual maintenance	519.84
	CENTRAL HOSE & FITTINGS, INC.	worm gear	7.80
	CENTURYTEL	monthly service	37.46
	CINGULAR WIRELESS	monthly service	42.08
	FRANKLIN CO AUDITOR	recording fees	37.00
	FRANKLIN CO GRAPHIC	advertisement CRP582	187.00
	AMSAN GENERAL SUPPLY	multifold towels	123.82
	HUSK OFFICE SUPPLY	day runner/box knives & blades	44.42
	SAFETY SERVICES CO.	subscription	163.95
	DASHIELL RANCHES, INC.	acquisition of right-of-way	16340.00
	DASHIELL RANCHES, INC.	acquisition of right-of-way	750.00
	ROSS R. DASHIELL	acquisition of right-of-way	2500.00
	MVPW EQUIPMENT FUND-ER	equipment rent Mar-06	77127.74
	MVPW EQUIPMENT FUND-PITS	rock supply Mar-06	67148.80
	OXARCH, INC.	ear plugs/safety glasses	105.42
	PORT OF PASCO	rent on bldg and land	3184.64
	PATTY PRUETT	cleaning services Connell shop facility	260.00
	SEDGWICK CMS	industrial insurance	1249.83
	U.S. LINEN	service	189.35

**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 \$105,535.55 ON THIS 3RD DAY OF APRIL 2006.

**2005 YEAR VOUCHERS****MV&PW EQUIPMENT FUND****500 000 001****548.60**


Board Member



Board Member



Board Member

Voucher #	Claimant	Purpose	Amount
	Action Towing & Auto Repair	Tow of equipment from TRAC to shop	54.15
	Astleys Automotive Warehouse	Seat, spark plugs & transmission filter	61.67
	BearCat Manufacturing, Inc.	CRC computer/slave repair	360.41
	Chevron USA, Inc.	Oil and grease	987.15
	Clyde West	Screed plate	762.75
	Contech Construction Products	Culvert and misc. pipe for inventory	17,748.34
	Critzer Equipment	Clutches, hydraulic motors, pumps & parts	8,001.16
	Fasteners, Inc.	Cap screws, nuts & washers	79.90
	Federal Express	Transportation charges for parts	42.62
	Financial Consultants Int'l, Inc.	Lease payment #24 on 2 Chev pickups	832.97
	Little Industries	Bushings	149.21
	Lithia Dodge of Tri-Cities	Cleaner, trans oil, & transmission fluid	163.86
	Martel Electronics, Inc.	Repair police car video (cord w/plug & labor)	83.84
	Mobile Fleet Service	Speed sensor for HT-96	59.78
	Ranch & Home	High test chain for HT90 & HT98	211.50
	RDO Equipment Co.	Cap screws, ball bearings, & clutch	950.71
	Rowand Machinery Co.	Purchase of John Deere Motor Grader & parts	64,945.73
	Russ Dean Ford	Ignition boot & coil assembly	140.53
	Safelite Glass Corp.	Windshield for Crown Victoria Sheriff vehicle	180.17
	Six States Distributors	Seal, filter kit, oil bath seal, & oil seal	179.58
	TIFCO Industries	Tire patches, washers, valves, weights & misc.	225.07
	Traffic Safety Supply Co., Inc.	Signs (reflective, red/white edge)	1,625.37
	Tri-Cities Battery & Auto Repair	Battery	76.11
	United Laboratories	Tar remover & misc.	1,063.05
	Western States Equipment Co.	Valve-ball	28.60
	Western Peterbilt, Inc.	Engine mounts & freight for parts	334.78
	Wingfoot Commercial Tire, Inc.	Tires	830.06
	Wondrack Distributing	Diesel and gasoline	5,356.48

FRANKLIN COUNTY RESOLUTION NO. 2006 178

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

RE: ARCHITECTURAL/ENGINEERING AGREEMENT BETWEEN FRANKLIN  
COUNTY PUBLIC WORKS AND SCM CONSULTANTS, INC. - ERWEN  
TRUST BOAT ACCESS PROJECT

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

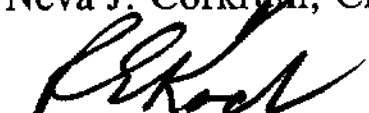
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County, and

NOW, THEREFORE, BE IT RESOLVED, that the attached agreement between Franklin County Public Works and SCM Consultants, Inc., is hereby approved by the Board.

APPROVED this 3 day of April, 2006.

Approved:

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk of the Board



Consultants, Inc.

**Architects & Engineers**  
**A Tetra Tech Company**
**ARCHITECTURAL/ENGINEERING AGREEMENT**

This agreement is between FRANKLIN COUNTY (Client) and SCM CONSULTANTS, INC. of Kennewick, Washington (Architect/Engineer) and is as follows:

**PROJECT NAME:** Erwen Trust Boat Access

**PROJECT NUMBER:** 6377.014

**CLIENT SHALL PROVIDE ARCHITECT/ENGINEER:** All information available on the project including but not limited to comments and requirements of regulating agencies, survey information, site plans and offsite utility locations. Client shall also provide direction in the work to be performed.

**ARCHITECT/ENGINEER SHALL PROVIDE THE FOLLOWING SERVICES:** The engineer shall provide consulting and design engineering services to assist Client in revising and updating the design drawings and provide engineering support during the construction phase of the project.

**ARCHITECT/ENGINEER SCHEDULE SHALL BE:** The schedule shall be mutually agreeable to both parties. SCM will make every effort to respond to request for assistance in a timely manner.

**GENERAL CONDITIONS OF THIS AGREEMENT ARE ON THE OPPOSITE SIDE AND ARE PART OF THIS AGREEMENT.**

**ARCHITECT/ENGINEER FEES FOR THE SERVICE SHALL BE:** The engineering fee shall be based on a time and expense basis per the attached rate schedule. The budget established for this effort is set at \$7,500. This budget will not be exceeded without further authorization from the Client.

**OTHER:** The Engineer will not conduct any work without a request from the Client.

This agreement is approved this day:

28      Mar      2006  
Day      Month      Year

Approved By:

FRANKLIN COUNTY

Name

3416 Stearman Avenue

Address

Pasco, WA 99301-7104

  
Signature

Chairman, Board of Commissioners  
Title 4/3/2006

SCM CONSULTANTS, INC.

7601 W. Clearwater Avenue, Suite 301

Kennewick, WA 99336

  
Signature Dale G. Van Schoiack, P.E.

Senior Vice President, Engineering Services  
Title

WA6377 014 C001.DOC



GENERAL CONDITIONSHourly Charges for Personnel

Fees for services are charged as shown on reverse side of this agreement or on the attached schedule.

Expenses

1. In-house reproduction and assembly expenses are per the current published SCM Schedule of Prices.
2. Vehicle expenses are charged for vehicle travel to and from a project at a rate of 45 cents per mile.
3. Other out-of-pocket expenses are charged at cost plus 10 percent.

Conditions

1. Our design documents, findings, recommendations, specifications, or professional opinions will be presented, within the limits prescribed, after being prepared in accordance with generally accepted professional practice. We make no other warranty, either express or implied.
2. Fees or rates quoted are valid for 60 days from date of agreement issuance and do not include any sales or excise taxes which may be required by newly enacted legislation. Such taxes must be added, if necessary, to fees.
3. If as a result of providing services any member of SCM's staff is required to assemble documentation or provide written or oral deposition or witness testimony for a dispute between the Client and a third party or two or more third parties, the Client agrees to pay SCM for such services at 1.5 times the normal hourly service rate plus expenses.
4. Invoices will be issued twice monthly and are payable within 30 days of receipt, unless otherwise agreed. A service charge of 1-1/2 percent per month (but not exceeding the maximum rate allowed by law) will be payable on any amounts not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.
5. The Client agrees that any work not paid for in a timely or otherwise agreed manner will not be used for licensing, permits, design or construction.
6. It is understood and agreed that the calculations, drawings, specifications, reports, and other documents prepared pursuant to this Agreement, whether in hard copy or machine-readable form, are time sensitive instruments of professional service intended for one-time use at the time of document completion in the construction of this project. They are and shall remain the property of SCM. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the project.
7. Because of the possibility that information and data delivered in machine-readable form may be altered, whether inadvertently or otherwise, SCM reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of SCM in their preparation. SCM also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine-readable form, which shall be referred to as originals and shall govern in the event of any inconsistency between the two.
8. The Client understands that the automated conversion of information and data from the system and format used by SCM to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Client in machine-readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify SCM from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees arising therefrom or in connection therewith.
9. SCM has professional liability insurance for professional services. For any injury or damage on account of any negligent error, negligent omission or other professional negligence, the Client agrees to limit SCM's liability to the Client and to all agents, contractors and subcontractors arising out of the performance of our professional services, such that the total aggregate liability of SCM to all those named will not exceed \$250,000 or the fee, whichever is less.
10. Client shall, to the extent of client's negligence, indemnify and save harmless SCM or its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission, sole or concurrent, of the client, its agents, servants or employees, or the contractor hired by the client, or its agents, representatives and employees, including any and all expense, legal or otherwise, incurred by SCM or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the sole negligence of SCM Consultants, Inc. or its representatives. For the purpose of fulfilling this indemnity obligation, Washington State clients hereby waives any and all immunity rights or protections created by the Workers' Compensation Act and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees.

CLIENT HEREBY ACKNOWLEDGES THIS INDEMNITY PROVISION WAS MUTUALLY NEGOTIATED AND AGREED TO BY BOTH PARTIES.

11. SCM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction phase of the project, since these are solely a Contractor's responsibility under a separate Contract for Construction. Also, SCM shall not be responsible for the Contractor's or a Subcontractor's schedule or failure to carry out the Work in accordance with the Contract Documents, and SCM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work.
12. In the event a claim exceeding \$2,500 is made for any act arising out of the performance of services on this project, all parties agree to enter into mediation under the Benton Franklin Dispute Resolution Center prior to recourse to arbitration or a judicial forum. The legal costs incurred if judicial action is initiated shall be paid for the prevailing party by the failing party and venue shall be to the courts of Benton County the State of Washington. All claims less than \$2,500 shall be submitted to a judicial forum (i.e Small Claims Court) and any legal costs incurred shall be paid by the failing party to the prevailing party.
13. The Client or SCM may terminate services on the Project upon seven (7) days written notice. SCM shall submit an invoice for services performed up to the effective date of termination and the Client shall pay SCM all outstanding invoices within fourteen (14) days. Any use by the Client of documents produced shall automatically release SCM from any liability.
14. Client and SCM, respectively, agree that neither SCM nor the Client shall assign this Agreement without the written consent of the other party.

FRANKLIN COUNTY  
Client

6377.014  
Project Number

**Consultants, Inc. - Architects & Engineers*****A Tetra Tech Company*****2006****BILLING RATE SCHEDULE**

(Effective from 1 March 2005 through 30 September 2006)  
SUBJECT TO REVISION ON 1 OCTOBER 2006

<b><u>Classification</u></b>	<b><u>Hourly Billing Rate</u></b>
Clerical	\$ 46.00
Drafter/CADD Tech	\$ 51.50
Senior Drafter/CADD Tech	\$ 63.00
Designer/CADD Designer	\$ 74.00
Field Inspector/Construction Coordinator	\$ 81.00
Senior Designer/Senior CADD Designer	\$ 81.00
Water Rights Consultant	\$ 82.00
Principal Designer	\$ 85.00
Engineer/Architect	\$ 86.50
Senior Engineer/Architect	\$114.00
Principal Engineer/Project Manager	\$135.00
Principal in Charge	\$160.00

**FRANKLIN COUNTY PUBLIC WORKS**  
**CRP 582 / Dilling Lane Bridge #216-0.56**

BID OPENING:		March 29, 2006	ENGINEERS EST.		Westlen Construction, Inc.	Hurst Construction L.L.C.
			P. O. Box 56	Spokane, WA 99210	P.O. Box 7277	East Wenatchee, WA 988002
PLAN QUANTITY	ITEM	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
L.S.	Mobilization	L.S.	\$13,206.00	\$13,206.00	\$24,360.00	\$20,000.00
L.S.	Clearing and Grubbing	L.S.	\$750.00	\$750.00	\$480.00	\$2,000.00
L.S.	Removing Existing Bridge	L.S.	\$14,000.00	\$14,000.00	\$4,560.00	\$3,500.00
	Dilling Lane Bridge #216-0.56					
104	Roadway Excavation Incl. Haul	C.Y.	\$5.00	\$520.00	\$19.62	\$2,040.48
1,386	Common Borrow Incl. Haul	C.Y.	\$8.00	\$11,088.00	\$22.16	\$30,713.76
1,060	Embankment Compaction	C.Y.	\$2.00	\$2,120.00	\$6.34	\$6,720.40
28	Ditch Excavation Incl. Haul	C.Y.	\$15.00	\$420.00	\$38.57	\$1,079.96
48	Filter Blanket	Ton	\$50.00	\$2,400.00	\$40.00	\$1,920.00
85	Quarry Spalls	Ton	\$35.00	\$2,975.00	\$38.82	\$3,299.70
65	Structure Excavation Class A Incl. Haul	C.Y.	\$20.00	\$1,300.00	\$22.15	\$1,439.75
L.S.	Shoring or Extra Excavation Cl. A	L.S.	\$2,185.00	\$2,185.00	\$720.00	\$720.00
2	Furnishing and Driving Concrete Test Pile	Each	\$4,500.00	\$9,000.00	\$5,370.00	\$10,740.00
478	Furnishing Conc. Piling 12 In.	L.F.	\$60.00	\$28,680.00	\$57.49	\$27,480.22
8	Driving Conc. Pile 12 In.	Each	\$700.00	\$5,600.00	\$1,102.50	\$8,820.00
2,366	St. Rein. Bar for Bridge	Lbs.	\$1.00	\$2,366.00	\$1.72	\$4,069.52
L.S.	Superstructure Dilling Lane Bridge	L.S.	\$41,005.00	\$41,005.00	\$59,310.00	\$51,000.00
21	Concrete Class 4000 For Bridge	C.Y.	\$400.00	\$8,400.00	\$491.43	\$10,320.03
62.5	Bridge Railing Type Thrie Beam	L.F.	\$70.00	\$4,375.00	\$48.00	\$3,000.00
8	Furnishing Steel Pile Tip Or Shoe - 12 In.	Each	\$150.00	\$1,200.00	\$135.00	\$1,080.00
87	Membrane Waterproofing Deck Seal	S.Y.	\$13.00	\$1,131.00	\$46.90	\$4,080.30
524	Crushed Surfacing Base Course	Ton	\$14.00	\$7,336.00	\$20.27	\$10,621.48
437	Crushed Surfacing Top Course	Ton	\$14.00	\$6,118.00	\$21.56	\$9,421.72
137	HMA Class A 1/2 In. PG 64-28	Ton	\$65.00	\$8,905.00	\$114.00	\$15,618.00
0.66	Seeding, Fertilizing, And Mulching	Acre	\$1,500.00	\$990.00	\$4,800.00	\$3,168.00
137.5	Beam Guardrail Type 1	L.F.	\$25.00	\$3,437.50	\$34.56	\$4,752.00
3	Beam Guardrail Anchor Type 5	Each	\$675.00	\$2,025.00	\$1,260.00	\$3,780.00
3	Beam Guardrail Anchor Type 7	Each	\$425.00	\$1,275.00	\$516.00	\$1,548.00
1	Beam Guardrail Flared Terminal	Each	\$1,800.00	\$1,800.00	\$2,040.00	\$2,040.00
4	Thrie Beam Guardrail Reducer Section	Each	\$450.00	\$1,800.00	\$360.00	\$1,440.00
	Type B					
L.S.	Project Temporary Traffic Control	L.S.	\$28,480.00	\$28,480.00	\$3,960.00	\$3,960.00
34	Construction Signs Class A	S.F.	\$10.00	\$340.00	\$25.59	\$870.06
292	Construction Geotextile For Separation	S.Y.	\$2.00	\$584.00	\$2.98	\$870.16
Calc.	Minor Change	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
L.S.	SPCC Plan	L.S.	\$250.00	\$250.00	\$540.00	\$540.00

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

06 176

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

2006 179

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

IN THE MATTER OF APPOINTING JOHN RADFORD TO THE MID-  
COLUMBIA LIBRARY BOARD OF TRUSTEES

WHEREAS, there exists a vacancy due to a resignation on the Mid-Columbia Library Board of Trustees; and,

WHEREAS, John Radford has expressed an interest and willingness to serve on the Board for the unexpired term; and,

WHEREAS, the Library's Board of Trustees unanimously voted to recommend Mr. John Radford's appointment; NOW, THEREFORE,

BE IT RESOLVED that John Radford, 5809 W. 14<sup>th</sup> Avenue, Kennewick, WA 99338, is hereby appointed to the Mid-Columbia Library Board of Trustees, said term expiring on December 31, 2011.

Dated this 27 day of March, 2006

APRIL 3, 2006

BENTON COUNTY BOARD OF COMMISSIONERS

Mary E. Benitz  
Chairman of the Board

Leo M. Bouemon  
Member

Clark L. Olson  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

ATTEST:

Carmie McKenzie  
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Deva Lakrum  
Chairman of the Board

Reko  
Chairman Pro Tem

Frank H. Brook  
Member

Constituting the Board of County  
Commissioners of Franklin County  
Washington

ATTEST:

Mary Withers  
Clerk of the Board



Neva LeBlond Bequette Service Center

405 S. Dayton • Kennewick, WA 99336 • [509] 582-4745 • Fax [509] 734-7446

March 20, 2006

**RECEIVED  
FRANKLIN COUNTY COMMISSIONERS**

MAR 22 2006

Franklin County Commissioners  
Courthouse, 1016 N.4th  
Pasco, WA 99301

Dear Commissioners:

The Mid-Columbia Library System Board of Trustees has a vacant position due to the resignation of Robert Marple. Mr. Marple was a Benton County representative and his unexpired term runs until December 31, 2011.

The Board advertised this position in the Tri-City Herald and throughout our Benton County branches. The members of the Board chose to interview multiple applicants, including Mr. John Radford.

The Board is very impressed with the qualifications and attributes of Mr. Radford, and is confident he would be an asset to the Board. In a unanimous decision, the Board of Trustees chose to recommend that John Radford be appointed to fill this vacancy.

Enclosed is the application of Mr. Radford for your examination. We hope that you will take prompt action in order that we may fill our vacant position as soon as possible. Thank you for your continued support of the Mid-Columbia Library System.

Sincerely,

Shirley Painter, Chair  
Mid-Columbia Library System Board of Trustees

SP:dk  
enclosures

cc: Benton County Commissioners

## FRANKLIN COUNTY

RESOLUTION NO. 2006 180

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AN AMENDMENT BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE (DASA) AND BENTON-FRANKLIN COUNTIES TO REDUCE \$45,103.00 FROM THE JUSTICE ADMINISTRATION GRANT AND THE CRIMINAL JUSTICE MATCH OF THE ORIGINAL CONTRACT TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2005-07 BIENNIUM**

**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** that the attached agreement between Benton-Franklin Counties Department of Human Services and the Division of Alcohol and Substance Abuse is hereby approved by the Board.


**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0563-73229 -02.

**APPROVED** this 3<sup>rd</sup> day of APR., 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neta J. Corkrum, Chair

Attest:

  
Robert E. Koch, Pro Tem Chair

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office



RECEIVED  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
WASHINGTON STATE

APR 17 2006

REGION II CSD

## CONTRACT AMENDMENT

COPY

DSHS CONTRACT NUMBER:

RECEIVED

0563-73229

APR 20 2006

Amendment No. 02

DASA/OFS

Program Contract Number  
8870-2  
Contractor Contract Number

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Benton County			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
7207 West Deschutes Avenue		035-000-971	1122
Kennewick, WA 99336			
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Dave Hopper	(509) 783-5284 Ext:	(509) 783-5981	dave@bfdhs.org
DSHS ADMINISTRATION		DSHS DIVISION	DSHS CONTRACT CODE
Health and Rehabilitative Services Administration		Division of Alcohol and Substance Abuse	4048CS
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Ella Hanks Region 2 Administrator		1002 North 16th, Third Floor Yakima, WA 98909	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(509) 225-6196 Ext:	(509) 575-2903	hanksem@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS	
Yes		16.738	
AMENDMENT START DATE	CONTRACT END DATE		
03/15/2006	06/30/2007		
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT	
\$4,143,846.00	(\$45,103.00)	\$4,098,743.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT			
<b>ATTACHMENTS.</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit A-2, Award and Revenues			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
	Max Benitz, Chair, Benton Co. Comm		4-10-06
DSHS SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
	Sheryl Turner, Contracts Administrator Division of Alcohol and Substance Abuse		4/20/06
		Neva Corkrum, Chair, Franklin Co. Comm	4/3/06

Approved as to form:

DSHS Central Contract Services

Contract Amendment #6024PF (2-25-99) Rev. 12-13-00

Benton Co. Prosecutors Office Franklin Co. Prosecutors Office

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

1. The AWARD AND REVENUES page, Exhibit A-1, is deleted and replaced by the attached revised AWARD AND REVENUES page, Exhibit A-2.
2. The Justice Administration Grant (JAG) funds are decreased by \$45,103 from \$50,703 to \$5,600 for treatment services for drug court clients. The source of funds is Federal funds from the U.S. DEPARTMENT OF JUSTICE. The Catalog of Federal Domestic Assistance (CFDA) number is 16.738.
3. The Criminal Justice Match requirement is decreased by \$15,034 from \$76,771 to \$61,737.
4. The maximum consideration is decreased by \$45,103 from \$4,143,846 to \$4,098,743.

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



**AWARD AND REVENUES**

<b>COUNTY</b>	<b>BENTON/FRANKLIN</b>
<b>PROGRAM AGREEMENT NUMBER</b>	<b>8870-2</b>

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

<u>BARS CODE</u>	<u>TYPE OF SERVICE</u>	<u>Award Amount</u>
<b><u>GRANT IN AID</u></b>		
333.99.59	SAPT - Grant in Aid	423,464
334.04.6X	STATE - Grant in Aid	1,675,287
<b><u>TANF</u></b>		
333.97.78/334.04.6X	***MEDICAID/STATE - TANF Outstationed Staff	123,620
334.04.6X	*STATE - TANF Treatment Services	67,481
<b><u>OTHER</u></b>		
333.99.59	SAPT - Prevention	220,445
333.99.59	SAPT - Children's Transition Initiative	10,000
333.99.59	SAPT - Community Prevention Training	15,000
334.04.6X	STATE - Detoxification	380,708
334.04.6X	**STATE - County CJTA - Yr. 1	215,065
334.04.6X	**STATE - Innovative Grant CJTA - Yr. 1	54,349
334.04.6X	**STATE - County CJTA - Yr. 2	215,065
334.04.6X	**STATE - Innovative Grant CJTA - Yr. 2	54,349
333.16.5X	JAG - Drug Court - Yr. 1	5,600
334.04.6X	STATE - Safe Babies/Safe Moms	90,000
334.04.6X	STATE - Treatment Expansion Adult - Yr. 1	131,701
334.04.6X	STATE - Treatment Expansion Youth - Yr. 1	61,719
334.04.6X	STATE - Treatment Expansion Adult - Yr. 2	254,136
334.04.6X	STATE - Treatment Expansion Youth - Yr. 1	61,754
334.04.6X	*STATE - Children's Administration CDP Project - Yr. 1	39,000
<b>Total Federal Funds</b>		<b>736,319</b>
<b>Total State Funds</b>		<b>3,362,424</b>
<b>TOTAL ALL AWARDS</b>		<b>\$4,098,743</b>
<b>County Participation Match Requirement:</b>		<b>BUDGET</b>
Non Criminal Justice Match Requirement		339,525
Criminal Justice Match Requirement		61,737
<b>TOTAL AWARDS AND REVENUES</b>		<b>\$4,500,005</b>

\$0

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

*Awards noted do not require County Participation Match*

*Awards noted were computed on the basis of last biennium's usage. An amendment will be needed to make any adjustments.*

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

**EXHIBIT 8  
TREATMENT PROVIDERS WORKSHEET**

April 3, 2006

**COUNTY BENTON/FRANKLIN**  
**PROGRAM AGREEMENT NUMBER 8870-2**

*The County plans to contract with the following providers to deliver services as designated by  
"Contract Type" in accordance with this contract.*

<u>Provider Organization</u>	<u>Green Book No.</u>	<u>Contract Type</u>	<u>Effective Date</u>
* Advocates of Wellness Paul Jorgensent	03 0444 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2005
American Behavioral Health Systems, Inc.	32 0967 00	CJTA	July 1, 2005
* Benton Franklin Counties Assessment Ctr.	03 0546 00	ADATSA Assessment Adult Outpatient Criminal Justice SSI TANF	July 1, 2005
* Benton Franklin Counties Detox Ctr Branch of Community Health Ctr La Clinica	11 1148 00	Sub-Acute Detox	July 1, 2005
Center for Alcohol and Drug Treatment	04 0006 00	CJTA	July 1, 2005
* Life Changes Chemical Dep. Agency Main Facility	03 0559 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2005
* Life Changes Chemical Dep. Agency Project Youth Recovery	03 0559 01	Drug Court Youth	July 1, 2005
* Lourdes Counseling Center	03 0252 02	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2005
<hr/>			
<b>Contract Type</b>	ADATSA Assessment ADATSA Outpatient Adult Outpatient Adult Residential ATR Criminal Justice Criminal Justice Innovation Detox	Opiate Substitution Pregnant and Parenting Women (PPW) Pregnant and Parenting Women Residential TANF Youth WASBIRT	

Asterisk (\*) indicates Title XIX Contract.

**NOTE: Sub Contractors must be certified if providing treatment services.**

Signature 

Date

3 2 06

EXHIBIT 8  
TREATMENT PROVIDERS WORKSHEET

April 3, 2006

COUNTY BENTON/FRANKLIN  
PROGRAM AGREEMENT NUMBER 8870-0

*The County plans to contract with the following providers to deliver services as designated by  
"Contract Type" in accordance with this contract.*

<u>Provider Organization</u>	<u>Green Book No.</u>	<u>Contract Type</u>	<u>Effective Date</u>
*Nueva Esperanza Counseling Center	11 1103 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2005
* Somerset Counseling Center Gary Somdahl	03 1052 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2005
SPARC Intensive Inpatient Services	32 0121 02	CJTA Inpatient	July 1, 2005
* Unity Counseling Services Virginia Rickertson	11 0457 00	ADATSA Outpatient Adult Outpatient Criminal Justice DCFS Drug Court PPW SSI TANF Youth	July 1, 2005

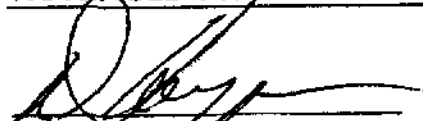
<u>Terminated Providers</u>	<u>Green Book No.</u>	<u>Effective Date</u>
-----------------------------	-----------------------	-----------------------

**Contract Type**

ADATSA Assessment	Opiate Substitution
ADATSA Outpatient	Pregnant and Parenting Women (PPW)
Adult Outpatient	Pregnant and Parenting Women Residential
Adult Residential	SSI
ATR	TANF
Criminal Justice	TASC (Year 1 only)
DCFS	Youth
Detox	WASBIRT
Drug Court (State, HDTA, JAG)	

Asterisk (\*) indicates Title XIX Contract.

**NOTE:** Sub Contractors must be certified if providing treatment services.

  
Signature

3 2 0 6  
Date

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
<b>Agreement #0563-73229-02 with the Division of Alcohol and Substance Abuse</b> Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

The Division of Alcohol and Substance Abuse (DASA) is decreasing funding for the Justice Administration Grant (JAG) by \$45,103 and the Criminal Justice Match by \$15,034

### SUMMARY

**Award:** The total consideration will be \$4,098,743.00.

**Period:** March 15, 2006 to June 30, 2007.

**Funding Source:** Division of Alcohol and Substance

### RECOMMENDATION

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

### FISCAL IMPACT

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

### MOTION

To approve signing Agreement #0563-73229-02 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY**  
**RESOLUTION NO. 2006 181**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: PROGRAM AGREEMENT BETWEEN THE GREATER COLUMBIA BEHAVIORAL  
HEALTH AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN  
SERVICES, AMENDMENT #BEN/FRS-05/06-02**

**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

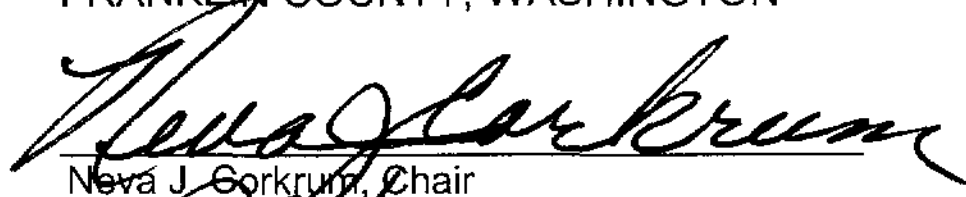
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

**NOW THEREFORE, BE IT RESOLVED** that the attached agreement between Benton-Franklin Counties Department of Human Services and the Greater Columbia Behavioral Health is hereby approved by the Board.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign Amendment #BEN/FRS-05/06-02.

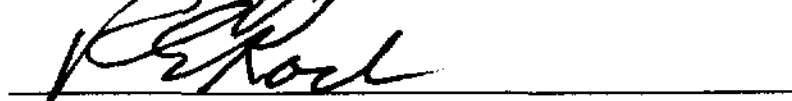
**APPROVED** this 3<sup>rd</sup> day of APR., 2006.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Gorkrum, Chair

Attest:

  
Clerk to the Board

  
Robert Koch, Pro Tem Chair

  
Frank H. Brock, Member

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

April 3, 2006



# CONTRACT AMENDMENT

## STATE MENTAL HEALTH CONTRACT

GCBH Agreement Number

**BEN/FRS-05/06-02**☐ New Agreement☒ Amendment No. 02

This Contract Amendment is between the Greater Columbia Behavioral Health (GCBH) and the Contractor identified below.

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street  
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Mary Todd

RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

RSN/PHP CONTACT FAX

(509) 783-4165

RSN/PHP CONTACT E-MAIL

maryt@gcbh.org

CONTRACTOR NAME

Benton and Franklin Counties

CONTRACTOR CONTACT NAME

Dave Hopper

CONTRACTOR CONTACT ADDRESS

Benton and Franklin Counties  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336

CONTRACTOR CONTACT TELEPHONE

(509) 783-5284

CONTRACTOR CONTACT FAX

(509) 783-5981

CONTRACTOR CONTACT E-MAIL

dave@bfdhs.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

No

CFDA NUMBERS (Federal Block Grant)

AMENDMENT START DATE

March 01, 2006

CONTRACT END DATE

March 25, 2006, unless  
Interlocal Agreement is  
extended, then August  
31, 2006

COMPLETE THIS SECTION BELOW ONLY IF THIS IS AN AMENDMENT ADDING OR SUBTRACTING FUNDING.

PRIOR FUNDING

AMOUNT OF INCREASE OR DECREASE

TOTAL FUNDING

\$

REASON FOR AMENDMENT:

CHANGE OR CORRECT CONTRACT TERMS AND/OR STATEMENT OF WORK

ATTACHMENTS: When the box is marked with an X, the following exhibits are attached and are incorporated into this Contract Amendment by reference:

☒ Additional Exhibits: D (Part 2 of 3)

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original contract remain in full force and effect. The parties signing warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

**GREATER COLUMBIA BEHAVIORAL HEALTH**

 2/23/06  
Chair, GCBH Board of Directors Date

**CONTRACTOR**

**Benton County**

 4-10-06  
Chairman, County Commissioner Date

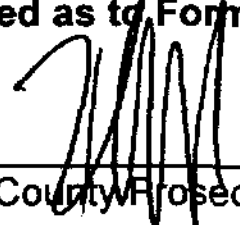
Attest:  4-10-06  
Clerk of the Board Date

**Franklin County**

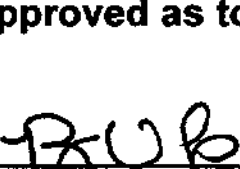
 4/3/06  
Chairman, County Commissioner Date

Attest:  4/3/2006  
Clerk of the Board Date

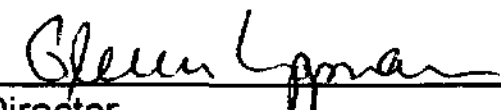
**Approved as to Form:**

 3-6-06  
Benton County Prosecuting Attorney Date

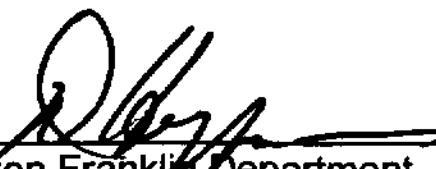
**Approved as to Form:**

 03.24.06  
Franklin County Prosecuting Attorney Date

**Approved as to Content:**

  
GCBH Director

2/16/06  
Date

  
Benton Franklin Department  
of Human Services

2 28 06  
Date

This Contract between Greater Columbia Behavioral Health and the Contractor is hereby amended as follows:

1. Amend the Agreement's Special Terms and Conditions (STC), Section 8, Fiscal, by adding a new subsection, 8.3.3 to read as follows:  
  
8.3.3 If the Contractor terminates this Agreement or will not be entering into any subsequent agreements, GCBH shall withhold a portion of the final payment for inpatient claims equal to the difference between estimated utilization for claim month and actual utilization for claim month until the final 18-month reconciliation.
2. Amend the Agreement's Exhibit D, Psychiatric Inpatient Process, Part 2 of 3, by deleting the current Exhibit D, Part 2 of 3, and replacing it with a revised Exhibit D, Part 2 of 3, as attached to this amendment.

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



## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #BEN/FRS-05/06-02 with Greater Columbia Behavioral Health Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Amendment	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### **BACKGROUND INFORMATION**

It is the purpose of this Amendment to change or correct contract terms and/or Statement of Work of Agreement #BEN/FRS-05/06-00 that allocates funds for prepaid inpatient health plan mental health services in Benton and Franklin Counties for enrollees for whom services are medically necessary and clinically appropriate.

### **SUMMARY**

**Award:** Not applicable

**Period:** March 25, 2006 through August 31, 2006

**Funding Source:** Greater Columbia Behavioral Health

### **RECOMMENDATION**

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

### **FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### **MOTION**

To approve signing Amendment #BEN/FRS-05/06-02 with Greater Columbia Behavioral Health to change or correct contract terms and/or Statement of Work, and to authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY RESOLUTION NO. 2006 182**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF A DESK CHAIR ASSIGNED TO  
THE WSU / FRANKLIN COUNTY COOPERATIVE EXTENSION  
OFFICE**

**WHEREAS**, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the County Agent requesting disposal of a desk chair, as the adjustment handle broke, making the chair unsafe for use; and

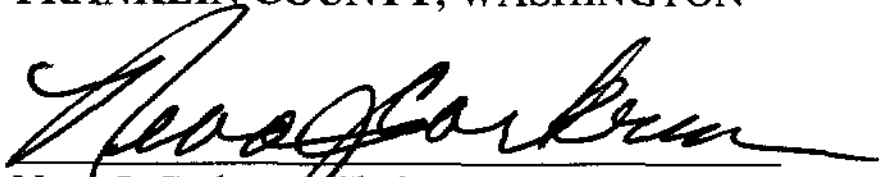
**WHEREAS**, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the disposal of a desk chair as identified on the *Franklin County Storage – Salvage* form received from the WSU / Franklin County Cooperative Extension office, in conjunction with RCW 36.32.210 (inventory).

**APPROVED** this 3<sup>rd</sup> day of April 2006.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Maintenance

cc: Accounting  
WSU Extension

**FRANKLIN COUNTY STORAGE -- SALVAGE**

DATE: 3/30/06 REQUESTED BY: Kay Hendrickson  
DEPT: County Agent DESCRIPTION OF ITEM(S) handle for  
DEPT. NUMBER: 20 adjusting rolling desk chair  
PHONE #: 3511 broke  
AUTHORIZED BY: [Signature]  
RECEIVED BY: \_\_\_\_\_ SERIAL #: none  
DATE RECEIVED: \_\_\_\_\_ DATE CLOSED: \_\_\_\_\_

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

EXHIBIT 11  
Franklin County Auditor

April 3, 2006

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

April 03, 2006

Franklin County Commissioners:

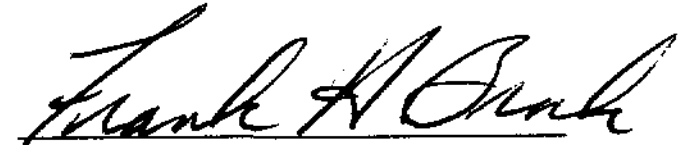
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, April 03, 2006,

Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Jail Commissary	2181-2186	\$4,038.29
Election Equipment	319	\$88,580.39
Current Expense	50185-50215	\$15,091.79
FC Enhanced 911	1133-1135	\$4,502.60
Boating Safety	375	\$875.88
Current Expense	50216-50233	\$5,624.95
Auditor O&M	365	\$74.01
Current Expense	50234-50254	\$15,200.76
Auditor O&M	367	\$801.27
Veteran's Assistance	1277	\$180.00

In the amount of 134,969.94. 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 RESOLUTION NO. 2006 183**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND INTERACTIVE GAME EXPERIENCE (IGX) TO PROVIDE AN EIGHTEEN (18) SCREEN ATTRACTION JULY 1-4, 2006 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND OLD 4TH**

**WHEREAS**, Michael Sawicky, President of IGX, agrees to provide an eighteen (18) screen, interactive game attraction including monitors, game consoles and game software July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$4,000, plus hotel accommodations July 1-4, 2006; and

**WHEREAS**, a deposit of \$800.00 is required no less than 45 days prior to the show and the balance to be paid on the day of the show; 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 IGX to provide an eighteen (18) screen, interactive game attraction including monitors, game consoles and game software July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$4,000, plus hotel accommodations July 1-4, 2006.

**APPROVED** this 3rd day of April 2006.

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

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
IGX

cc: County Administrator - Invoice  
County Administrator File

## **PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Interactive Game Experience (IGX)**, hereinafter referred to as the Contractor, 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 Contractor to provide an eighteen (18) screen, interactive game attraction including monitors, game consoles and game software July 1-4, 2006 in connection with the project designated Grand Old 4th.

### **Scope Of Services**

The Contractor agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

### **Time For Performance**

Work under this contract shall commence upon the giving of written notice by the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 1-4, 2006.

### **Payment**

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

- a. Payment for the work provided by the Contractor shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$4,000, plus one (1) hotel room July 1-4, 2006, and without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. A deposit of \$800.00 will be mailed upon execution of agreement. Final payment of \$3,200.00 will be made promptly upon ascertainment and verification by the County of the completion of the work under this agreement.

- c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and state for a period of three (3) years after final payments. Copies shall be made available upon request.

### **Compliance With Laws**

The Contractor 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 Contractor, 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 Contractor, its officers, agents, and employees in performing this contract. The Contractor 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 Contractor 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 Contractor. This waiver is mutually negotiated by the parties.

### **Insurance**

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

### **Independent Contractor**

The Contractor and Franklin County agree that the Contractor is an independent contractor 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 Contractor nor any employees of Contractor 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 Contractor, or any employee of Contractor.

### **Covenant Against Contingent Fees**

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.



### **Discrimination Prohibited**

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

### **Assignment**

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

### **Non-Waiver**

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

### **Termination**

- a. Franklin County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Contractor.
- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by Franklin County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and Franklin County, if Franklin County so chooses.

### **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 Contractor shall be sent to the following address:

Interactive Game Experience, LLC  
721 Lakeville Circle  
Petaluma, CA 94954  
Attn: Michael Sawicky

### **Integrated Agreement**

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor 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 Contractor.

### **Jurisdiction And Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

### **Changes, Modifications, and Amendments**

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

### **Severability**

If a provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end and the provisions of this Agreement are declared to be severable.

**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 3 day of April, 2006.

CONTRACTOR:

Firm: Interactive Game Experience

By: Michael Sawicky

Signature: 

Title: CEO

BOARD OF COUNTY COMMISSIONER  
Franklin County, Washington

  
Neva J. Corkrum, Chairman


  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

ATTEST BY:

  
Clerk of the Board

Approved as to form:

  
Ryan E. Verhulp,  
Chief Civil Prosecutor

RECEIVED  
COUNTY ADMINISTRATOR

FEB 10 2006

February 7, 2006

Bridgett Scott  
Grand Ol' 4<sup>th</sup>  
1016 N. 4th street  
Pasco, Washington 99301

I want to thank you for contracting Interactive Game Experience, hereinafter referred to as IGX, for the 2006 Grand Ol' 4<sup>th</sup>. Below you will find our standard contract terms, that if you wish, can be adapted into your standard contract format for our signature. These terms relate to IGX providing a turnkey, eighteen-screen interactive game attraction for the Grand Ol' 4<sup>th</sup>, July 1-4, 2006.

1. IGX will provide:

- 1.1 Current, popular, interactive games for all ages
- 1.2 Free Admission
- 1.3 18 game ports
- 1.4 One big screen monitor
- 1.5 Latest game hardware - including Playstation, Xbox & Nintendo Game Cube
- 1.6 Branding towers
- 1.7 On-site IGX representative and customer service desk.
- 1.8 Distribution of sponsor collateral materials
- 1.9 Product sampling (if applicable)
- 1.10 High profile signage @ portal entry and on each game kiosk
- 1.11 Video promos (:30's) aired on IGX Big Screen 20x's per event day (if applicable)
- 1.12 Inclusion on IGX website
- 1.13 Inclusion on the IGX website promotion utilized to market all IGX events
- 1.14 Inclusion in press releases and press events conducted to promote the Grand Ol' 4<sup>th</sup>
- 1.15 Consultation on promotion, potential sponsor categories and packages

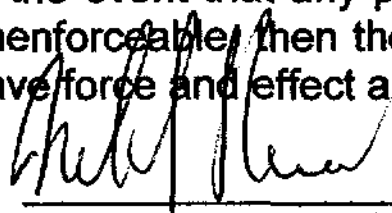
Page Two  
2006 Grand Ol' 4<sup>th</sup> Contract Terms  
February 7, 2006

2. Curry County Fair will provide:

- 2.1 Approximately 400 +/- (four hundred) square feet of presentation space located within a suitable venue (either permanent structure OR a temporary structure provided by the Grand Ol' 4<sup>th</sup>).
  - 2.2 If a specific layout is required from IGX within the designated attraction footprint, the Grand Ol' 4<sup>th</sup> based on dimensions supplied by IGX for approval by IGX at least thirty days (30 days) prior to the move in date will provide this layout.
  - 2.3 The IGX attraction venue footprint shall be completely clear and available to IGX for installing the IGX attraction beginning on the install date noted above. Neither the installation, nor the removal, should exceed 4 hours labor under IGX supervision. Failure to complete the task within the specified time period(s) may result in an additional expenses being charged to the Grand Ol' 4<sup>th</sup>.
  - 2.4 Provision of a forklift for 30-60 minutes on the load-in and 30-60 minutes on the load-out.
  - 2.5 Three (3) dedicated, 20 amp electrical connections delivered to the IGX footprint and electricity (as required)
  - 2.6 All necessary daily admission tickets, parking passes and other required credentials for access by IGX management and crew and any necessary service personnel.
  - 2.7 Basic security during the installation, operation and removal of the attraction. Especially the ability to secure the venue or provide some form of overnight security during all non-operating periods.
  - 2.8 Payment to Interactive Game Experience, LLC of an amount totaling \$4,000.00 to be paid per the standard payment timing for fairs in the state of Washington.
  - 2.9 A deposit of 20% (\$800.00) a minimum of 2 weeks prior to the fair (June 17, 2006).
  - 3.0 One hotel room for the duration of the Grand Ol' 4<sup>th</sup>
  - 3.1 In all radio spots Interactive Game Experience will include the the wording "The IGX Adrenalin Jam tour with the latest in video game technology"
3. Each party to this agreement shall indemnify, defend and save harmless the other party its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation arising out of or resulting from the performance of this agreement, provided that such a claim, damage, loss or expense is not caused by any negligent act, omission, or willful misconduct of the other party.

Page Three  
2006 Grand Ol' 4<sup>th</sup> Contract Terms  
February 7, 2006

4. Grand Ol' 4<sup>th</sup> will be named as an additionally insured on the current IGX policies, as it relates to the contracted dates.
5. IGX, and the agents and employees of IGX, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Grand Ol' 4<sup>th</sup>.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. No oral understanding or agreement not incorporated in this agreement is binding on any of the parties hereto.
7. In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of the agreement have force and effect and shall not be affected thereby.

  
\_\_\_\_\_  
Michael Sawicky, CEO  
Interactive Game Experience, LLC.

Signature \_\_\_\_\_

Grand Ol' 4<sup>th</sup>

Date 2/06/07

Date \_\_\_\_\_

Please sign and return both copies to me for full execution. We will mail you a fully executed contract.

If there are any questions, please do not hesitate to contact me.

Thank you for booking IGX at the Grand Ol' 4<sup>th</sup> in 2006, we look forward to working with you!

Sincerely,

Michael Sawicky  
Interactive Game Experience, LLC

[www.igxnet.com](http://www.igxnet.com)

**FRANKLIN COUNTY RESOLUTION NO. 2006 184**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: INTER BUDGET TRANSFER IN THE AMOUNT OF \$6,384 FROM THE MISCELLANEOUS EXPENSE 1999 DISTRESSED CAPITAL BONDS, BUDGET NUMBER 280-000-002, TO THE MISCELLANEOUS EXPENSE FC PUBLIC FACILITIES CONSTRUCTION FUND, BUDGET NUMBER 390-404-001**

**WHEREAS**, the Franklin County Board of Commissioners approved a total of \$166,000 for improvements at TRAC; and

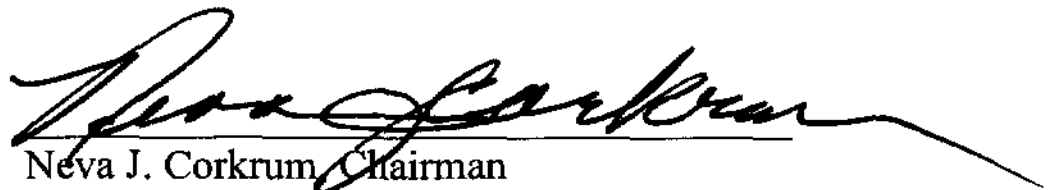
**WHEREAS**, a transfer of \$6,384 is needed to reimburse the Miscellaneous Expense FC Public Facilities Construction Fund, Budget Number 390-404-001; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and agrees the request is justified and is in the best interest of the County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves an inter budget transfer in the amount of \$6,384 from the Miscellaneous Expense 1999 Distressed Capital Bonds, Budget Number 280-000-002, line item 597.00.00 (Operating Transfer Out) to the Miscellaneous Expense FC Public Facilities Construction Fund, Budget Number 390-404-001, line item 397.00.00 (Operating Transfers In).

**APPROVED** this 3<sup>rd</sup> day of April 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

Attest:

  
Robert E. Koch, Chair Pro Tem

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Accounting

cc: TRAC  
Treasurer  
County Administrator