



FRANKLIN COUNTY RESOLUTION 2025 0169

BEFORE THE BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

**2025 BUDGET TRANSFER OF \$60,000 FROM THE PROSECUTOR'S  
OFFICE SALARIES AND WAGES LINE ITEM 101480/1000 TO THE  
PROSECUTOR'S OFFICE PROFESSIONAL SERVICES LINE ITEM  
101480/4100 DUE TO CONTRACTED ATTORNEYS IN PLACE OF  
EMPLOYEES**

**WHEREAS**, the Prosecutor's Office has spent \$33,507 of its \$44,213 on its Professional Service line through May and significantly more is expected to be spent; and

**WHEREAS**, due to hiring issues, contracted attorneys have been used instead; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Board of Commissioners approves a transfer of \$60,000 from the Prosecutor's Office Salaries and Wages line item 101480/1000 to the Prosecutor's Office Professional Services line item 101480/4100.

**APPROVED** this 4<sup>TH</sup> day of JUNE 2025.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

Chairman

**ABSENT**

Chairman Pro Tem

Member

**ATTEST:**

Clerk to the Board

**FRANKLIN COUNTY**  
**Expenditures by Vendor**

Check Date Range 1/1/2025 - 5/12/2025

Vendor ID Invoice No	Vendor Name Description	Post Date Fiscal Yr	Set ID	Pmt Type	Warrant / Check No	Check Date	Rev Amount
<b>VENDOR</b>							
V002648	RIO FOLTZ PLLC	03/26/2025	OH0136285	CHK	00416158	03/26/2025	
1691	PROFESSIONAL SERVICES	2025					
V002648	RIO FOLTZ PLLC	04/30/2025	OH0137627	CHK	00417390	04/30/2025	
1699	PROFESSIONAL SERVICES	2025					
<b>VENDOR TOTAL</b>							
<b>GRAND TOTAL</b>							

2025-060

FRANKLIN COUNTY RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

APPROVING CONTRACT WITH RIO FOLTZ, PLLC FOR PROSECUTORIAL  
SERVICES

WHEREAS, the Prosecuting Attorney's Office has several vacancies despite recruitment efforts; and

WHEREAS, the Prosecuting Attorney has decided it is in the best interest of the County to contract for District Court prosecutorial services; and

WHEREAS, Rio Foltz, PLLC has attorneys experienced in providing prosecutorial services; and

WHEREAS, the Prosecutor's Office and Rio Foltz, PLLC have proposed a contract, attached hereto as Exhibit A; and

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

NOW, THEREFORE IT IS HEREBY RESOLVED the Board of Franklin County Commissioners hereby:

1. Directs the Chair to sign the contract for prosecutorial services attached hereto as Exhibit A with an effective date of February 1, 2025.

DATED this 12 day of FEB., 2025.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk of the Board

*[Handwritten signature]*  
Clerk of the Board

*[Handwritten signature]*  
Chair  
*[Handwritten signature]*  
Chair Pro Tem  
*[Handwritten signature]*  
Member

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_ day of February, 2025, by and between Franklin County, Washington, 1016 N 4th Avenue (hereinafter called the "County"), and RIO FOLTZ, PLLC, Attorneys at Law, 530 West Kennewick Avenue, Kennewick, WA (hereinafter called the "Service Provider").

### **WITNESSETH:**

1. **GENERAL DESCRIPTION OF WORK:** The Service Provider shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.
2. **SCOPE OF WORK:** The Service Provider shall provide legal services for the County of Franklin. Services to be provided are detailed in the attached Exhibit "A" and are made part of this Agreement.
3. **TIME FOR BEGINNING AND COMPLETION:** The engagement of Service Provider hereunder shall commence on February 1, 2025, and shall continue for a period of six (6) months, unless terminated sooner in accordance with the provisions of this Agreement. Thereafter, this Agreement will automatically continue until either party provides ten (10) days' written notice of termination.
4. **PAYMENT:** The County shall pay the Service Provider a flat fee of ten thousand dollars (\$10,000) per month for handling criminal prosecution cases, trials, motion hearings, etc. as noted in Exhibit "A" scope of work. Provider will be paid within fourteen (14) business days following the receipt by the County of an invoice.

Acceptance of payment by the Service Provider shall constitute a release of all claims for payment that the Service Provider may have against the County unless such claims are specifically reserved in writing and transmitted to the County by the Service Provider prior to its acceptance. Said payment shall not, however, be a bar to any claims that the County may have against the Service Provider or to any remedies the County may pursue with respect to such claims.

The Service Provider and his/her sub-consultants shall keep available for inspection by representatives of the County, the State, and the United States for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

5. **EMPLOYMENT:** Any and all employees of the Service Provider or other persons while engaged in the performance of any work or services required of the Service Provider under this Agreement, shall be considered employees of the Service Provider only and not of the County, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Service Provider's

employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Service Provider. Service Provider shall be an independent contractor and County shall not control how work is performed under this agreement, except for services provided by County under Exhibit A.

6. **OTHER PARTIES:** It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.
7. **OWNERSHIP OF DOCUMENTS:** All documents and other work products prepared pursuant to this Agreement will become the property of the County upon payment to the Service Provider of their fees as set forth in this Agreement. The County acknowledges the Service Provider's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the County upon completion of the services and payment in full of all payment due to the Service Provider. The County may make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Service Provider. The County agrees to waive any claim against the Service Provider arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the Service Provider harmless from any claim, liability, or cost arising or allegedly arising out of any reuse of the plans and specifications by the County or its agent not authorized by the Service Provider.
8. **TERMINATION:** Except as otherwise provided in Section 3, this Agreement may be terminated by either party upon thirty (30) days' written notice, by electronic mail, registered mail, or mailed to the other party at their usual place of business. In the event the County terminates this Agreement, the County shall pay the Service Provider for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the County and the Service Provider.

If any work covered by this Agreement shall be suspended or abandoned by the County before the Service Provider has completed the assigned work, the Service Provider shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the County and the Service Provider.

9. **DISPUTE RESOLUTION:** The County and the Service Provider agree to negotiate, in good faith, for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the County and the Service Provider not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the County and the Service Provider. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

10. **VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION:** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Franklin County. The parties

hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Service Provider hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

11. **ATTORNEY'S FEES:** Attorney's fees, which are reasonable, and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.
12. **INSURANCE:** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

**No Limitation.** Service Provider's maintenance of insurance, as required by the Agreement, shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The County may request to be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed by the County.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
3. Professional Liability insurance appropriate to the Service Provider's profession.

**B. Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate.
2. Professional Liability Insurance shall be written with limits no less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) policy aggregate limit.

- C. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the County. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be excess of the Service Provider's insurance and shall not contribute with it.
  2. The Service Provider's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- E. Verification of Coverage.** Service Provider shall, upon request, furnish the County with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
13. **INDEMNIFICATION/HOLD HARMLESS:** Service Provider shall defend, indemnify, and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. For purposes of the indemnity provided pursuant to this contract, Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable Industrial Insurance/Worker's Compensation Acts or their equivalent in the applicable jurisdiction.
14. **STANDARD OF CARE:** The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Service Provider makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Service Provider's services.
15. **SUCCESSORS OR ASSIGNS:** All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.
16. **EQUAL OPPORTUNITY AGREEMENT:** The Service Provider agrees not to discriminate against any employee or job applicants for work on this Agreement for reasons of race, religion, color, disability, sex, sexual orientation, gender identity, national origin, or any other protected class status in the conduct of its operation hereunder.

17. **PARTIAL INVALIDITY:** Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18. **CHANGES OF WORK:** The Service Provider shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Service Provider is responsible for preparing or furnishing under this Agreement, when required to do so by the County, without additional compensation thereof.

Should the County find it desirable, for its own purposes, to have previously satisfactorily completed work or parts thereof changed or revised, the Service Provider shall make such revisions as directed by the County. This work shall be considered as Extra Work and will be paid for as herein provided under Section 19, Extra Work.

19. **EXTRA WORK:** The County may desire to have the Service Provider perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement, which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the County.

20. **NOTICE:** For purposes of sending Notice to the parties to this Agreement, the following are the contact persons and addresses for the County and the Service Provider:

Franklin County:

Shawn Sant  
Franklin County Prosecuting Attorney  
1016 N 4th Avenue  
Pasco, WA 99301  
[ssant@co.franklin.wa.us](mailto:ssant@co.franklin.wa.us)

Rio Foltz, PLLC

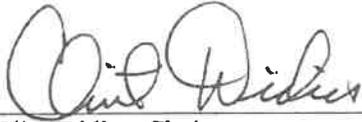
Michael Rio  
530 West Kennewick Avenue  
Kennewick, WA 99336  
[Michael@riofoltz.com](mailto:Michael@riofoltz.com)

21. **PUBLIC RECORDS:** The parties acknowledge that records created by the parties under this Agreement may be subject to the Public Records Act, Chapter 42.56 RCW. Service Provider agrees to respond to any requests by the County by providing records that may be covered by this agreement within 10 business days or a reasonable time agreed to by the parties. Service Provider agrees to preserve all records for a period of six years following termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF FRANKLIN

RIO FOLTZ, PLLC

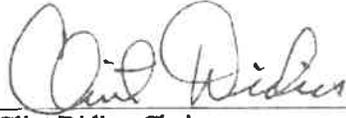


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Clint Didier, Chair  
Franklin County Board of Commissioners

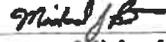
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Michael J. Rio  
Partner/Owner



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**Clint Didier, Chair**  
**Franklin County Board of Commissioners**



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**Michael J. Rio**  
**Partner/Owner**

## EXHIBIT "A" SCOPE OF WORK

- A. The County shall provide the following services to the Service Provider:
1. The County Attorney's Office shall assemble and maintain criminal case files and shall provide access to its electronic case management system to enable the Service Provider to access said files.
  2. The County Attorney's Office shall provide training on its electronic case management system and shall answer questions about its use and maintenance.
  3. The County Attorney's Office shall answer administrative questions about civil infractions and criminal cases.
  4. The County Attorney's Office shall prepare subpoenas, warrants and complaints.
  5. The County Attorney's Office shall prepare civil infraction and criminal cases for court hearings.
  6. The County Attorney's Office shall respond to any discovery requests from defense attorneys and shall schedule any requested victim or witness interviews. In scheduling interviews, the County Attorney's Office shall consult with the Service Provider as to its availability.
- B. Service Provider shall provide the following services to the County:
1. Prosecution Services:
    - a. The Service Provider shall prosecute criminal misdemeanor and gross misdemeanor cases for the following dockets:
      1. **Monday:** Jury and/or Bench Trials associated with all criminal cases.
      2. **Wednesday:** Appear at all district court dockets between 8 a.m. and 5:00 p.m.
      3. **Thursday:** Appear at all district court dockets between 8 a.m. and 5:00 p.m.
      4. **Friday:** Appear for any bench trial or suppression hearings associated with misdemeanor or gross misdemeanor criminal cases that arise from the cases handled in 2 and 3.
  2. The Service Provider **shall not** handle any appeals of criminal cases.

# Agenda Summary Report (ASR)

Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 02/11/2025	<b>PREPARED BY:</b> Jeff Briggs
<b>MEETING DATE REQUESTED:</b> 2/12/2025	<b>PRESENTED BY:</b> Jeff Briggs
<b>ITEM:</b> Brought Before the Board:	<b>TIME NEEDED:</b> 5 minutes
<b>SUBJECT:</b> Contract with Rio Foltz PLLC for Prosecutorial Services	
<b>FISCAL IMPACT:</b> \$10,000 per month (\$120,000 annually)	
<b>BACKGROUND:</b> Due to staffing shortages in the Prosecutor's Office we are proposing to contract with Rio Foltz, PLLC for prosecutorial services. This contract would include coverage for Wednesday and Thursday pretrial dockets, along with any necessary motion hearings and trials. Our office would still provide District Court support by covering first appearances, civil infractions, preparation of discovery, scheduling interviews, and any appeals. Initially, the contract is set for 30 days and may be terminated upon 30 days' notice. After 6 months, either side may terminate upon 10 days' notice.	
<b>RECOMMENDATION:</b> I recommend the following motion, "I hereby approve Resolution 2025-035 directing the Chair to sign the attached Agreement for Professional Services with Rio Foltz, PLLC.	
<b>COORDINATION:</b> Shawn Sant, Jeff Briggs, Maureen Astley, Mike Rio	
<b>ATTACHMENTS: (Documents you are submitting to the Board)</b>	
1.	Rio Foltz Prosecution Contract Franklin County 2025 w jb edits (2)
<b>HANDLING/ ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)</b> Michael Rio, Rio Foltz, PLLC; Jeff Briggs, Franklin County Chief Civil Deputy Prosecutor	