

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mr. Koch: I move we accept the consent agenda of April 4, 2005, as presented:

1. Approval of **joint Resolution 2005-138** in the matter of the request for signature from the (Chairman of the) Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and Frederico DeVoe, d.b.a. Well Spoken Interpreting, commencing January 27, 2005 through December 31, 2005. (Exhibit 1)
2. Approval of **Resolution 2005-139** for the write-off of uncollectible debt for TRAC in the amount of \$5,899.73. (Exhibit 2)
3. Approval of **Resolution 2005-140** authorizing an intra budget transfer in the amount of \$3,850 within the 2005 Current Expense Information Services Budget, Number 001-000-350, from line item 518.80.42.0001 (Telephone) to line item 518.80.48.0002 (R&M - Miscellaneous Computer Repairs). (Exhibit 3)
4. Approval of **Resolution 2005-141** authorizing the purchase of a Samsung color laser printer from GovConnection, Inc., part number SAM-CLP-550N/XAA, serial number 3361B1CX600348, for the GIS Department in an amount not to exceed \$700, to be paid from 2005 Current Expense Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware). (Exhibit 4)

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

HUMAN SERVICES

Human Services Director Dave Hopper met with the Board.

Mental Health

The Mental Health unit is continuing to see an increase in the number of people that are coming to the Crisis Response Unit. Medication management is one of the things we offer to keep people stable. In the past the one Advanced Registered Nurse

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

Practitioner (ARNP) has been able to prescribe medications fairly quickly. Now we're out two weeks. If medications are prescribed and started within a few days, we're able to avoid a psychiatric hospitalization. Currently the earliest appointment for an emergency is two weeks away so we're not able to meet immediate needs. Bar graphs showing statistics were reviewed. Events have been tracked graphically on a monthly basis since November. There is one ARNP who prescribes medications and one psychiatric nurse who sees patients but does not prescribe.

Mr. Bowen asked if the increased service numbers might have anything to do with the population increase. Mr. Hopper said the population does have something to do with it but the main reason is because of the Federal government decision to not allow people to spend money on welfare coupons. Many agencies have transferred non-Medicaid clients to us and most are not taking new Medicaid clients.

Mr. Hopper explained what work is done by the case management staff. CDMHP staff have agreed to be available for crises and also are working with people as case management staff. Mr. Hopper thinks this can only be done on a temporary basis. However, he said we are not looking at increasing that staff just yet.

Request for second ARNP: Mr. Hopper requested approval to add a second psychiatric prescriber (ARNP) to the Crisis Response Unit, starting as a part-time position. There is grant funding available and there are funds currently in place.

Mr. Hopper and others met with the local psychiatrist. The psychiatrist sees the most complex people who are on multiple medications or medication needs beyond what our prescriber can prescribe. One of the psychiatrist's concerns is that we don't have actual case management staff dedicated to serving the people, which increases his risk and our risk. The psychiatrist is comfortable watching what the legislature does in the next six to eight weeks and seeing what they hand us regarding obligations and funding. Our Crisis Unit's mission has always been crisis response, short-term stabilization and referral to providers. Because of the non-Medicaid change, we've had to pull that money back into our agency. Depending upon how much state-only money we have after July, we may or may not be in a position to contract that work back out to providers, which is

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

what we would prefer. If we cannot contract out, we will have to add case management staff and become essentially a full-service mental health provider. It will be more expensive but we don't know how it will impact us yet because we don't know how much state-only money we will have.

The bottom line is if the psychiatrist feels we need to add staff, we need to add staff, because he will not continue to do work for us. We need him. We would have no recourse except to hospitalize some of the people.

The Institution for the Mentally Deficient (IMD) rule says if you're 16 beds or over, you cannot use our Federal money because under our declaration it is an institution and we don't fund institutions. The Federal government is reinterpreting or more tightly interpreting the laws. One local program is involved.

The RSN is interested in having the Commissioners send a letter stating concerns and supports for the Cody Bill and adding a sentence of support for the Hargrove Bill. He asked if the Board would like to consider sending a letter. The Board said they will consider signing a letter. It will be placed on the consent agenda on Wednesday.

RSN Audits and Reviews. Mrs. Corkrum said she would like to continue having the audit sent to Dave Hopper and then he can bring it to the Board if he has concerns. Mr. Hopper said currently the RSN has had no audits.

Chemical Dependency (CD)

The wait list for chemical dependency is currently scheduling into June. Mr. Hopper visited Kittitas and Yakima Counties and talked with some other counties for ideas. We determined the first step was to move about 500 assessments per year out to the providers. We refer to it as a low-income DUI. The cases often involve domestic violence and/or drug and alcohol suspicion. The person involved needs an assessment. Previously we started at the Assessment Center. We have not added staff at the Assessment Center over the years except for special projects that they are dedicated to. The Assessment Center has continued to do around 1200 to 1300 assessments per year steadily. We have worked with our providers. The providers are able to handle the consumers. For four or five providers, the 500 figure is not substantial.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

Request for relocation of SAAC: Mr. Hopper requested permission to relocate the Substance Abuse Assessment Center (SAAC) to the former Human Services offices. This space will allow for all staff to have offices and will double as client interview rooms. There would still be over 800 assessments per year at the SAAC.

The state budgets for Division of Alcohol and Substance Abuse (DASA) may have increases, in particular for treatment expansion.

One problem we have is our combined Mental Health and SAAC divisions are physically out of space. There are two years left on the building lease. Mr. Hopper described the interview rooms. He asked for permission to move the SAAC to the former Human Services offices. It is not the best option but is probably the quickest and cheapest option. As the building systems fail, we will have to repair them. If in the future we can bring the two units back together, he would probably consider doing that. The former Human Services office is owned by Benton County.

Mrs. Corkrum said she thinks the owner of the building should pay for repairs of the building. Mr. Hopper is going to ask Benton County about either dropping the rent or picking up the repair costs. The rental cost has switched from \$3 per square foot to \$8 per square foot.

Developmental Disabilities (DD)

The Pathways to Employment program is being implemented by the State Division of Developmental Disabilities (DDD). The idea is to not let the skills erode as well as to get people who have finished high school into regular competitive employment.

Board Action

Mr. Hopper reiterated his requests for a second ARNP and for permission to move the SAAC to the former Human Services office. He said he will also be meeting with Benton County on Monday about these requests.

Motion – Mrs. Corkrum: I so move that we authorize the request for the part-time employee at this time. Second by Mr. Koch. 3:0 vote in favor.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

The Board gave **consensus approval** to move the SAAC to the old Human Services office.

Mr. Hopper said in the old Human Services office, there are a sufficient number of offices that the SAAC staff could do their interviews. We think we can redo the configuration of the office with almost no remodeling.

Mr. Hopper answered Mr. Brock's question about why there are not panic buttons in the manager's offices at the current SAAC office.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for the approval of vouchers for County Road Fund for \$224,953.76; MV and PW Equipment Fund for \$10,801.70; Solid Waste Fund for \$1086.36; and Paths & Trails Fund for \$451.80. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

CRP 584/Sagehill Road Subgrade Repair

The Public Works Department received bids Friday from the Small Works Roster for CRP 584. The low bid was \$27,290 from Inland Asphalt of Richland. The engineer's estimate was \$22,902.

Motion – Mr. Koch: I move that we approve the request for CRP 584/Sagehill Road Subgrade Repair. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 6)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

TRAC Canopy

Amend Resolution 2004-082 for reimbursable services.

The Board had approved paying CKJT Architects \$20,544 for design and construction of the TRAC canopy extension by Resolution 2004-082. A plan for review was attached to that resolution for \$1191.94 that was not in this resolution. Mr. Bowen asked for approval of a resolution to increase the total amount to \$21,735.94.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

Motion – Mr. Koch: I so move that we amend the Franklin County Resolution 2004-082 for payment of reimbursable services. This is Resolution 2005-142. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 7)

Grand Ol' Fourth

Mr. Bowen asked for approval of a contract with Interactive Game Experience (IGX) to bring in 20 screens for video games for the Grand Ol' Fourth event. The amount is \$4400.

Motion – Mr. Koch: I so move to accept the Personal Service Agreement between Franklin County and IGX. This is Resolution 2005-143. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

Courthouse Renovation

Change Orders 6 and 7 were reviewed. They were explained to the Board previously by architect Terrance Casey.

Motion – Mr. Koch: I move that we accept Change Orders 6 and 7. This is Resolution 2005-144. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 9)

Executive Session at 10:10 a.m. regarding contract negotiations expected to last 10 minutes.

Open Session at 10:26 a.m.

OTHER BUSINESS

Minutes

Motion – Mr. Koch: I move to accept the Commissioners Minutes for March 23, 28 and 30, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

Vouchers/Warrants

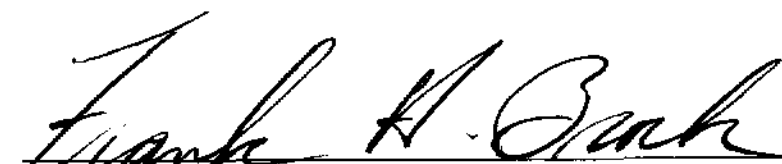
Motion – Mr. Koch: I move we accept expenditures as follows: Current Expense warrant 44595 for \$600.00; Current Expense warrants 44596 through 44613 for \$5147.52; Veteran's Assistance warrants 1216 through 1218 for \$1572.14; and Supplemental Preservation Fund warrant 2 for \$4195.40. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 10)

Adjourned at 10:27 a.m.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 6, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed April 18, 2005.

JOINT RESOLUTION

05 162

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 138

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND FREDERICO DE VOE, DBA, WELL SPOKEN INTERPRETING, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Person Services Contract between Frederico DeVoe, dba, Well Spoken Interpreting and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 27, 2005 and terminating on December 31, 2005, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 28th day of March 2005.

DATED this 4th day of April 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Clark L. Allen
Chairman of the Board
Ma E. B. Smith
Member
Don M. Bouman
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Came McKenzie
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank A. Burke
Chairman of the Board
Sharon A. Paradis
Chairman Pro Tem
R. E. Hoon
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Withers
Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W. CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND FREDERICO DE VOE, DBA, WELL SPOKEN INTERPRETING

THIS CONTRACT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bicounty agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Frederico DeVoe, dba, Well Spoken Interpreting with its principal offices at 2805 W Ella ST, Pasco, WA, 99301 (hereinafter referred to as "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 27, 2005, through December 31, 2005. The CONTRACTOR shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

- a. Provide interpreting services to defendants and families on an as needed basis during court proceedings at the Benton-Franklin Counties Juvenile Justice Center.
- b. The CONTRACTOR agrees to provide its own labor and materials. The Counties shall not supply any material, labor, or facilities unless otherwise provided for in the Contract.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

3. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Frederico De Voe
 2805 W Ella ST
 Pasco WA 99301
- b. For COUNTIES: Sharon Paradis, Administrator
 Benton-Franklin Juvenile Justice Center
 5606 W. Canal Place, Suite 106
 Kennewick, WA 99336

4. COMPENSATION

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

- a. At the rate of \$35.00 per hour effective January 27, 2005 through February 15, 2005 and at the rate of \$30.00 per hour effective February 16, 2005 through December 31, 2005 for each hour of service provided for individual and/or family.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR will submit invoices to the COUNTIES not more than once per month during the progress of the work for payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under

this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

7. INSURANCE

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

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

- b. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less

than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTIES with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage.
- (2) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES at the following address:

Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336

8. TERMINATION

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

COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, with the exception of personal services contracts with individual substance abuse professionals as reflected in Exhibit "A", Section IX, "Subcontracting". However, the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

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

and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.

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

12. COMPLIANCE WITH LAWS

- a. The CONTRACTOR shall comply with all applicable Federal, State and local laws, pertinent WACs and RCWs, JRA Administration Policy Bulletins, and other rules, regulations and publications identified throughout the Statement of Work in performing this Contract.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

13. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this contract.

- a. Background Check/Criminal History
 - (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
 - (2) In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.
- b. Sexual Misconduct
 - (1) The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The CONTRACTOR

shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.

- (2) The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Differences between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

The COUNTIES' Contract Representative or designee shall decide any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and

to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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

CONTRACTOR

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

Frederico DeVoe
Frederico DeVoe
Well Spoken Interpreting

Sharon A. Paradis
Sharon A. Paradis
Administrator

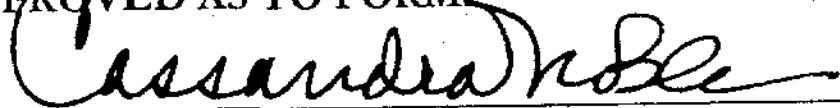
3/10/05
DATE

3/10/05
DATE

2005 188

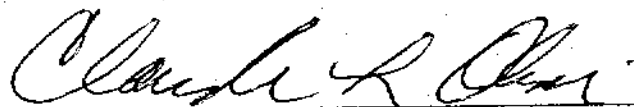
BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Cassandra Noble, Senior Deputy Prosecuting Attorney
Benton County

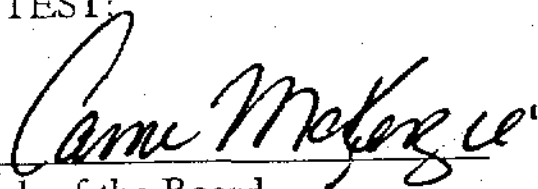
3-11-05

Date

DATED at Prosser, Washington, this 28 day of March, 2005.

Chairman

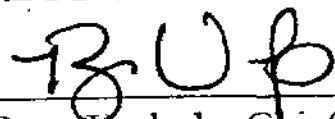
ATTEST:



Clerk of the Board

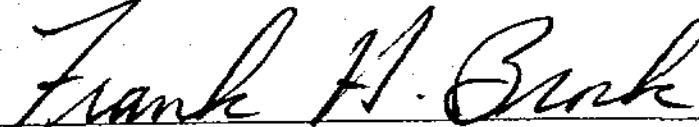
FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

Ryan Verhulp, Chief Civil Deputy Prosecutor
Franklin County

03.20.05

Date

DATED at Pasco, Washington, this 4th day of APRIL, 2005.

Chairman

ATTEST:



Clerk of the Board

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 03-28-05 F/C 04-04-05	Executive Contract <u>X</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Contract Personal Services Contract between BFJJC and Frederico DeVoe, dba, Well Spoken Interpreting	Pass Ordinance Pass Motion Other	PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

Frederico DeVoe, dba, Well Spoken Interpreting, is a certified Spanish and Russian Interpreter for Medical, Social and Court matters in the State of Washington and State of Oregon. By law we are required to provide interpreting services to defendants and families during court proceedings. Mr. DeVoe has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on an occasional basis. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period of January 27, 2005 and through December 31, 2005.

SUMMARY

Mr. DeVoe, dba, Well Spoken Interpreting, is a certified Spanish and Russian interpreter in Washington and Oregon for medical, social and court matters. Compensation is set forth in the actual contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting.

FISCAL IMPACT

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2005 Budget.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting.

FRANKLIN COUNTY RESOLUTION 2005 139

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: UNCOLLECTIBLE DEBT FOR TRAC SUMITTED TO THE BOARD OF COUNTY
COMMISSIONERS FOR WRITE-OFF IN THE AMOUNT OF \$5,899.73**

WHEREAS, the TRAC Accountant has submitted a list of uncollectable debt and has requested that these debts be written off the TRAC books; and

WHEREAS, all efforts have been made to collect these debts including utilizing collection agencies; and

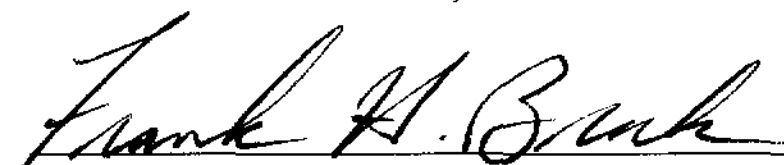
WHEREAS, the State Auditor has advised that this is a proper procedure in order to show a true accounts receivable position; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the write-off of uncollectible debt for TRAC in the amount of \$5,899.73 as identified in the attached list.

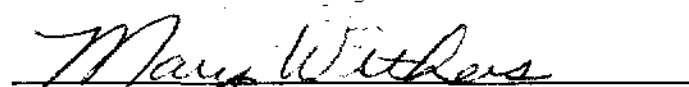
APPROVED this 4th day of April 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
TRAC

cc: City of Pasco
Treasurer
County Administrator

TRAC
Bad Debt To Be Written Off

2005 139

Audio Productions Unlimited New Years Eve - January 3, 2000

Event Services	\$773.50
Box Office Labor	\$30.00
Stalls, Parking Lots, Fields	\$120.50
Sales Tax	\$11.64
Total	\$935.64

OR-WA Promotions - December 3, 2002

Misc Non Taxed Revenue	\$540.00
Building Rental Expo Hall	\$2,000.00
Total	\$2,540.00

Promociones LaVoz - January 9, 2003

Misc Non Taxed Revenue	\$242.86
Total	\$242.86

Tri-City Hispanic Chamber of Commerce - September 16, 2003

Equipment & Vehicle Rentals	\$267.50
Building Rent Meeting Rooms	\$187.50
Liquor	\$303.32
Catering - Inside	\$661.96
Sales Tax	\$330.65
Total	\$1,750.93

Henry's Catering - February 23, 2004

Commissioned Concessions	\$203.14
Total	\$203.14

Maryann Toohey - May 5, 2004

Equipment & Vehicle Rentals	\$209.75
Sales Tax	\$17.41
Total	\$227.16

TOTAL BAD DEBT TO BE WRITTEN OFF

\$5,899.73

FRANKLIN COUNTY RESOLUTION NO. 2005 140

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$3,850 WITHIN THE
2005 CURRENT EXPENSE INFORMATION SERVICES BUDGET,
NUMBER 001-000-350**

WHEREAS, Franklin County Resolution 2005-116 authorized the purchase of GASP software for the Information Services department to test for unauthorized, illegal software; and

WHEREAS, the Information Services Director desires to pay for said software utilizing the Miscellaneous Computer Repair line item; and

WHEREAS, a transfer of \$3,850 is requested to pay for said software; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$3,850 for this purpose; and

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$3,850 within the 2005 Current Expense Information Services Budget, Number 001-000-350, from line item 518.80.42.0001 (Telephone) to line item 518.80.48.0002 (R&M – Miscellaneous Computer Repairs).

APPROVED this 4th day of April 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chairman



Neva J. Corkrum, Chairman Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Information Services

cc: Accounting
Transfer Notebook

Patricia Shults

From: Toni Fulton
Sent: Thursday, March 31, 2005 9:24 AM
To: Patricia Shults
Subject: Question
Importance: High

Good Morning,

I have a question. I've been told that we no longer have to request budget transfers within our department. Is this true? I am needing to transfer \$3850.00 from our telephone line 42.0001 to our computer repair and maintenance line 48.0002, to pay for the software purchase authorized in resolution #2005-116.

Thanks,
Toni

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

FRANKLIN COUNTY RESOLUTION NO. 2005 141

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY
WASHINGTON

**RE: APPROVAL FOR INFORMATION SERVICES TO PURCHASE A
SAMSUNG COLOR LASER PRINTER FOR GIS IN AN AMOUNT NOT
TO EXCEED \$700**

WHEREAS, the Information Services Director requested approval to purchase a Samsung color laser printer for the Geographical Information Services (GIS) Department in the amount of \$627.28; and

WHEREAS, verbal approval was obtained from the County Administrator on March 24th for delivery by March 25, 2005; and

WHEREAS, funding for said printer is available in the 2005 Current Expense Capital Outlay Budget, Number 001-000-710; 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 purchase of a Samsung color laser printer from GovConnection, Inc., part number SAM-CLP-550N/XAA, serial number 3361B1CX600348, for the GIS Department in an amount not to exceed \$700, to be paid from 2005 Current Expense Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware).

APPROVED this 4th day of April 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board

Originals: Auditor
Minutes
Information Services

cc: Accounting Department
GIS


Purchase Order

3/24/2005 8:43:31AM

Purchase Order No. 106233**Requestor** Kevin Scott**Bill To** Franklin County
Information Services
1016 N. 4th Ave.
Pasco, WA 99301**Ship To** Franklin County
Information Services
1016 N. 4th Ave.
Pasco, WA 99301**Date Ordered** 3/24/2005**Date Required****Vendor** GovConnection**Phone****Fax****Payment Terms****Shipping Information** FREE - OVERNIGHT**Contact****Address****Comment**

Product	Part No.	Quantity	Price	Extended
PRNTR: Samsung CLP-550N Color Laser Printer	CLP550N/XAA	1	627.68	627.68
Sub Total				627.68
Shipping Price				0.00
Sales Tax 0.00%				0.00
Price Adjustment				0.00
Total				627.68


Approved by3-24-05
Date

PACKING LIST				* 0 1 1 4 4 2 9 3 9 2 *	
		PAGE 1 of 1			
PC CONNECTION INC 118 Brea Canyon Road City of Industry, CA 91789		Order#: 14429392	Order Type: 1	SHIPPED VIA: Airborne Next Afternoon	
		Ship Date: Mar 24 2005	1:14PM	Total Units: 1	Total Cartons: 1
		From Loc: 11	To Loc: 1	Total Wgt.: 85.00 Lb / 38.59 Kg	
SOLD TO		SHIP TO			
FRANKLIN COUNTY INFORMATION SE INFO SERVICES/1016 N 4TH AVE PASCO, WA 99301 US Attn: ATTN TONI FULTON		FRANKLIN COUNTY INFORMATION SE INFO SERVICES/1016 N 4TH AVE PASCO, WA 99301 US Attn: ATTN TONI FULTON			
Ext. Ref. #: 10901377		Cust PO#: 106233			
Ship Qty	Part Number	Sku #	Mfgr. Part Number	Description	UPC Code
1	SAM-CLP-550N/XAA	1008109	CLP-550N/XAA	CLP-550N/XAA	635753700305
***** CARTON DETAILS *****					
2	Carton#: C11001032831	Track#: 17771286363	Ctn Wgt: 85.00Lb	Total Qty: 1	Cust. PN
3	SAM-CLP-550N/XAA Qty 1				

RECEIVED

MAR 25 2005

BY: [Signature]

GIS
Rec'd @ IS 3-25-05
FCIS#
02542

April 4, 2005

GovConnection, Inc.
Formerly PC Connection Sales C
7503 Standish Place
Rockville MD 20855
DUNS:80-967-8782

REMIT TO ADDRESS:

GOVCONNECTION, INC.
Box 81018
Woburn MA 01813-1018

PLEASE ENCLOSE ATTACHED REMITTANCE
RECEIPT WITH YOUR PAYMENT.

Federal ID No.	Invoice No.	Invoice Date
52-1837891	37835729	03/24/2005

Company retains a purchase money security interest in
equipment until payment is made in full.

Sold To:

FRANKLIN COUNTY INFORMATION SE
ACCOUNTS PAYABLE
1016 N 4TH AVE
PASCO WA 99301-3706

7 1

Shipped To:

FRANKLIN COUNTY INFORMATION SERVICES
INFO SERVICES
ATTN: TONI FULTON
1016 N 4TH AVE
PASCO WA 99301



Corp. Sales (800)800-0019

Credit Dept (888)294-0268

Cust. Serv. (800)800-0019

Date of Order	Order No.	Customer Purchase Order No.	Account No.	Terms	Date Shipped	Shipped Via
03/24/2005	39544779	106233	5823437	NET 30	03/24/2005	OVERNIGHT
Quantity			Item No.	Description	Unit Price	Extension
Ordered	Back Ordered	Shipped				
1		1	5090771	Samsung CLP-550N 200DPI 266MHZ Mfg# CLP-550N/XAA	627.6800	627.68
<p>For electronic funds transfers, please remit to: Mellon Bank, ABA#043000261, Account #103-2944 Please include invoice number(s) in the transmitted information.</p> <p>*We provide more timely and accurate information to the business community by sharing our accounts receivable information with D&B and Experian.*</p>						

Merchandise	Sales Tax	Shipping/Packaging

Backordered items will be shipped and
invoiced to you as soon as they are available.

Invoice Total

627.68

Ordered by: TONI FULTON

Order No.	Company	Account No.	Invoice No.	Invoice Total
39544779	00005	5823437	37835729	627.68

GOVCONNECTION, INC.
Box 81018
Woburn MA 01813-1018

PLEASE ENCLOSE THIS REMITTANCE
RECEIPT WITH YOUR PAYMENT

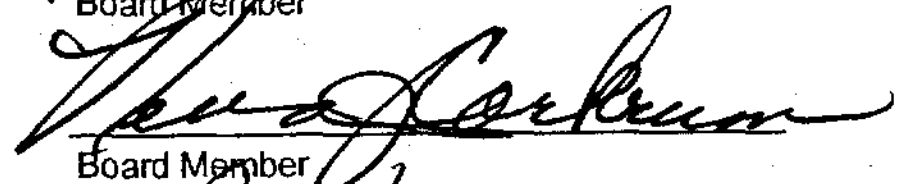
00005 5823437 378357290000062768

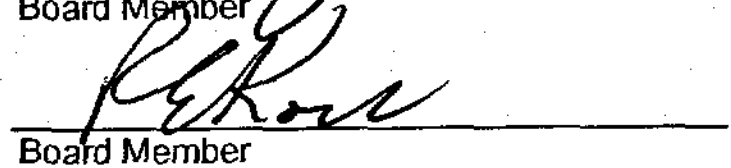
VOUCHER APPROVAL

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 \$224,953.76 ON THIS 4TH DAY OF APRIL 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00


 Board Member


 Board Member


 Board Member

Voucher #	Claimant	Purpose	Amount
	ADVANCE TRAVEL FUND	reimburse advance travel fund	113.18
	ARROW CONSTRUCTION SUPPLY	road saver	18740.77
	AVISTA UTILITIES	monthly service	345.20
	BRUTZMAN'S, INC.	bond paper/ruler/cleaner/envelopes	91.88
	CENTRYTEL	monthly service	37.97
	COMPU-TECH	modem line charges Jan 05	2.22
	EVERGREEN SAFETY COUNCIL	registration	100.00
	FRANKLIN CO PRINTSHOP	deposit tickets	41.22
	FRANKLIN CO INFO SERVICES	reimbursement/broadband	6232.63
	HUSK OFFICE SUPPLIES	batteries	10.82
	MILNE NAIL, POWER TOOL	tri-cut auger bit	39.40
	RED LION RIVER INN	lodging	168.76
	WASHINGTON TRUST BANK	retainage pay est#3/CRP576/CRP577	7071.57
	MVPW EQUIPMENT RENT-ER	equipment rental Mar 05	48528.81
	MVPW EQUIPMENT RENT-PITS	rock supply for Mar 05	280.05
	OXARC, INC.	ear plugs/safety glasses	95.30
	PORT OF PASCO	rent on bldg and land	3184.64
	TOMMER CONSTRUCTION	pay est#3/CRP576/CRP577	134359.73
	TRAFFIC SAFETY SUPPLY CO.	mini-stand/signs	1949.20
	TRANSTATE PAVING CO.	cold asphalt concrete/base course	1035.74
	TRI-CITY BATTERY	batteries	28.62
	TRI-CITY HERALD	renew subscription	35.25
	U.S. LINEN	service	185.05
	W.S.A.C.	transportation dues	1108.60
	DOT	appraisal/review/mgmt	153.04
	4M JANITORIAL SUPPLY	monthly service	1014.11

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 \$10,801.70 ON THIS 4th DAY OF APRIL, 2005.

MV&PW EQUIPMENT FUND

500 000 001

548.60


Board Member


Board Member


Board Member

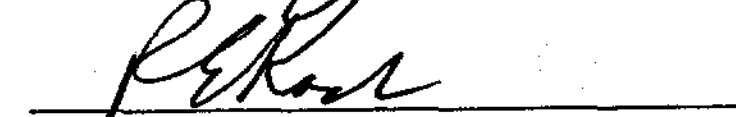
Voucher #	Claimant	Purpose	Amount
	Advance Travel Fund	Darrel Farnsworth (3/21/05-03/24/05)	917.22
	Astley's Automotive Warehouse	Misc. parts	109.73
	Casaday Bee-Line Towing	Front-end alignments & repair SV-1505	1,128.85
	Central Hose & Fittings, Inc.	Hydraulic hose, hose stems	103.06
	Day Wireless Systems	Mobile microphones	105.27
	DETCO Industries, Inc.	Guard-All	190.50
	Fasteners, Inc.	Eye, turnbuckle, socket, cap screw	63.15
	Franklin County Road Fund	Reimbursement for 1st quarter services	2,462.57
	Kustom Signals, Inc.	Light bars for Sheriff vehicles	2,118.52
	Mountain Oil, Inc.	Gasoline for Sheriff's vehicles	33.74
	Douglas D. Stender	12' Measuring tape	16.72
	Newman Signs	Curve, Range Area, Stop signs	581.75
	Ranch & Home	Hitch	140.78
	R&N Repair, Inc.	Parts & Repairs to HT-8810 & SV-1525	757.02
	Rowand Machinery Co.	Hydraulics, cylinders, fan	422.58
	Russ Dean Ford	Alignment, fuse	53.26
	Safelite Glass Corp.	Windshield	210.14
	Six States Distributors	Oil bath seals, camshaft repair kit, wheel stud	286.66
	TIFCO Industries	Clamps, nuts, screws, terminal, fittings, clips	221.46
	Transport Equipment, Inc.	Drag link, ball joint assy.	278.89
	U.S. Linen	Monthly linen services	204.65
	Western Equipment Distributors	Seat switch, gasket, fuel sender	70.93
	Wingfoot Commercial Tire, Inc.	Tires	324.25

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 \$1,086.36 ON THIS 4TH DAY OF APRIL 2005.


Board Member


Board Member

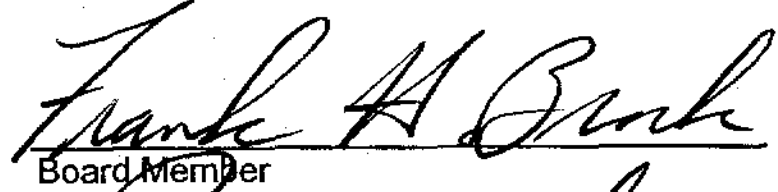
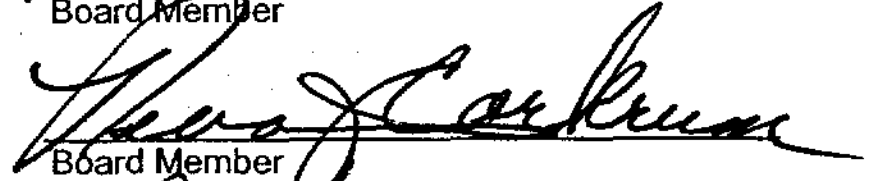
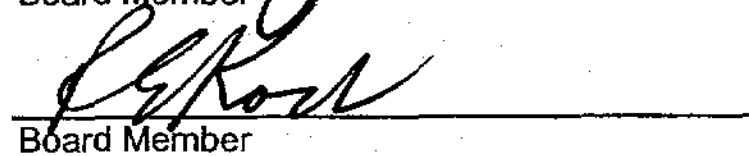

Board Member

SOLID WASTE FUND
152 001 001
539 10

Voucher #	Claimant	Purpose	Amount
	COLUMBIA VALLEY GRANGE	maitenance & service recycle area	320.00
	FRANKLIN CO PUBLIC WORKS	reimburse for 1st qtr service	405.56
	POSITIVE PROMOTIONS, INC.	pencil to cool to litter	360.80

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 \$451.80 ON THIS 4TH DAY OF APRIL 2005.

2005 YEAR VOUCHERS**PATHS & TRAILS FUND
FUND 153-000-001**
Board Member
Board Member
Board Member

Voucher #	Claimant	Purpose	Amount
	Franklin County Road Dept.	Reimbursement for 1st Quarter 2005 services	451.80



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: April 4, 2005
TF-05-028

TO: Board of County Commissioners
Franklin County, Washington

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

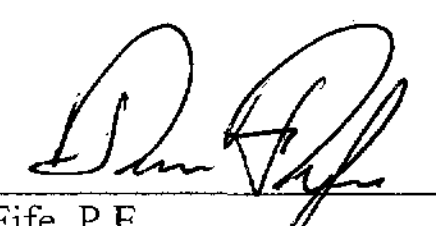
SUBJECT: CRP 584 / Sagehill Road Subgrade Repair

Franklin County Public Works solicited bids from the Small Works Roster for the above-mentioned project. The lowest bid received was from Inland Asphalt of Richland.

Their bid of \$27,290.00 was the lowest bid received and was 19% higher than engineer's estimate.

Dated this 4th day of April, 2005.

Recommended:

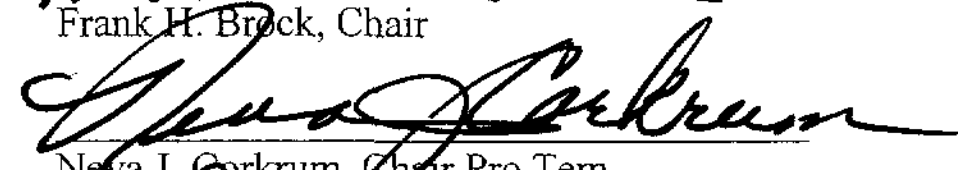


Tim Fife, P.E.
Public Works Director/County Engineer

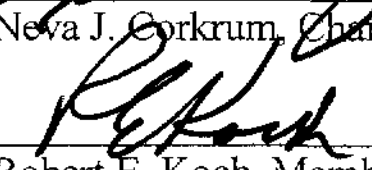
Approved:



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk of the Board

**FRANKLIN COUNTY PUBLIC WORKS
CRP 584 / SAGEHILL ROAD SUBGRADE REPAIR**

BID DUE: April 1, 2005 3:00 pm

Engineers Estimate
Inland Asphalt
955 Lacey DR.
Richland, WA 99352

Transtate Paving
P.O. Box 2738
Tri-Cities, WA 99302

ITEM NO.	PLAN QUANTITY	ITEM	UNIT						
1	L.S.	Mobilization	L.S.	\$7,000.00	\$7,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,500.00
2	380	Roadway Excavation Including Haul	C.Y.	\$6.00	\$2,280.00	\$14.00	\$13.50	\$5,130.00	\$5,130.00
3	470	Crushed Surfacing Base Course	Ton	\$11.00	\$5,170.00	\$15.00	\$17.00	\$7,990.00	\$7,990.00
4	120	Crushed Surfacing Top Course	Ton	\$11.00	\$1,320.00	\$16.00	\$17.00	\$2,040.00	\$2,040.00
5	114	HMA Cl. 1/2 In. PG 64-28	Ton	\$38.00	\$4,332.00	\$50.00	\$75.00	\$8,550.00	\$8,550.00
6	600	Paint Line	L.F.	\$1.00	\$600.00	\$0.50	\$0.50	\$300.00	\$300.00
7	L.S.	Project Temporary Traffic Control	L.S.	\$2,200.00	\$2,200.00	\$4,000.00	\$3,900.00	\$3,900.00	\$3,900.00

TOTAL: \$22,902.00 \$27,290.00 \$31,410.00

EXHIBIT 6

April 4, 2005

**FRANKLIN COUNTY PUBLIC WORKS
CRP 584 / SAGEHILL ROAD SUBGRADE REPAIR**

BID DUE: April 1, 2005 3:00 pm		Ray Poland & Sons P.O. Box 6772 Kennewick, WA 99336		A & B Asphalt P.O. Box 5280 Benton City, WA 99320	
ITEM NO.	PLAN QUANTITY	ITEM			
1	L.S.	Mobilization	\$4,600.00	\$4,600.00	\$5,000.00
2	380	Roadway Excavation Including Haul	\$20.50	\$7,790.00	\$10,640.00
3	470	Crushed Surfacing Base Course	\$16.10	\$7,567.00	\$8,460.00
4	120	Crushed Surfacing Top Course	\$16.10	\$1,932.00	\$2,520.00
5	114	HMA Cl. 1/2 In. PG 64-28	\$85.00	\$9,690.00	\$6,270.00
6	600	Paint Line	\$1.00	\$600.00	\$420.00
7	L.S.	Project Temporary Traffic Control	\$5,700.00	\$5,700.00	\$6,000.00
			\$37,879.00		\$39,310.00

FRANKLIN COUNTY RESOLUTION NO. 2005 142

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AMEND FRANKLIN COUNTY RESOLUTION 2004-082 FOR PAYMENT OF REIMBURSEABLE SERVICES RELATING TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND ARCHITECT (CKJT ARCHITECTS) FOR THE TRAC CANOPY EXTENSION

WHEREAS, the Franklin County Board of Commissioners approved Resolution 2004-082 on February 9, 2004 for the architectural services of CKJT Architects to design an addition to the front entrance canopy, creating a new building entrance and rectifying site drainage problems at the TRAC; and

WHEREAS, the Architectural/Engineering services include architectural, structural, mechanical, electrical and civil design services, for a fee of \$20,544; and

WHEREAS, fees in the amount of \$1,191.94 for the plan review fee were inadvertently not included in the resolution; and


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

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

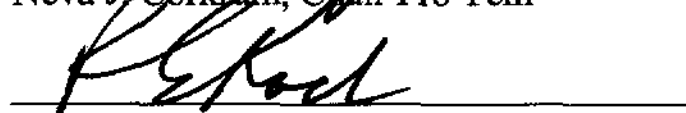
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby amend Franklin County Resolution Number 2004-082 to increase the total amount to \$21,735.94 to include payment of \$1,191.94 for the plan review fee relating to the agreement between Franklin County and CKJT Architects for the TRAC Canopy Extension.

APPROVED this 4th day of April 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
County Administrator

FRANKLIN COUNTY RESOLUTION NO. 2005 143

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND INTERACTIVE GAME EXPERIENCE (IGX) TO PROVIDE A TWENTY (20) SCREEN ATTRACTION JULY 1-4, 2005 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND OL' FOURTH

WHEREAS, Michael Sawicky, President of IGX, agrees to provide a twenty (20) screen, interactive game attraction including monitors, game consoles and game software July 1-4, 2005 in conjunction with the project designated Grand Ol' Fourth, with the cost not to exceed \$4,400, plus hotel accommodations for one (1);

WHEREAS, a deposit of \$880.00 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 a twenty (20) screen, interactive game attraction including monitors, game consoles and game software July 1-4, 2005 in conjunction with the project designated Grand Ol' Fourth, with the cost not to exceed \$4,400, plus hotel accommodations for one (1).

APPROVED this 4th day of April 2005.

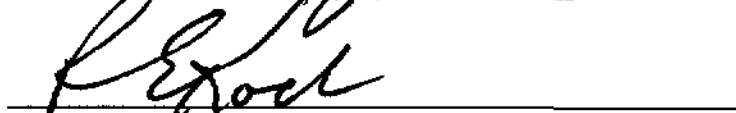
**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
Minutes
IGX

cc: Accounting Department
County Administrator File
County Administrator - Invoice

PERSONAL SERVICES AGREEMENT**2005 143**

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 a twenty (20) screen, interactive game attraction including monitors, game consoles and game software July 1-4, 2005 in connection with the project designated Grand 'Ole Fourth.

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, 2005.

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 \$4,400, plus one (1) hotel room July 1-4, 2005, and without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. A deposit of \$880.00 will be mailed thirty (30) days prior to event. Final payment of \$3,520.00 will be made promptly upon ascertainment and verification by the County of the completion of the work under this agreement.

2005 143

- 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

2005 143

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

2005 143

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.
- c. In the event that the Contractor terminates this agreement on or after May 1, 2005, for no fault of Franklin County or TRAC, Franklin County shall be refunded any and all deposit funds paid to Contractor within (10) business days.

Notices

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

Grand Ole Fourth
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:

2005 143

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.

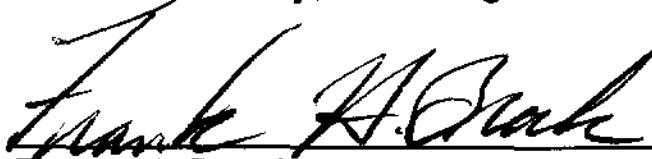
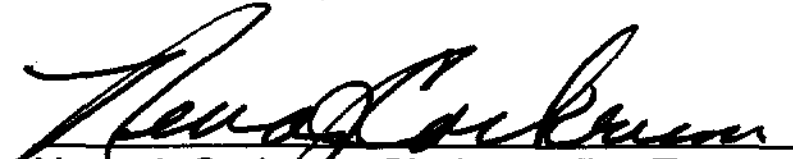
2005 143

All Writings Contained Herein

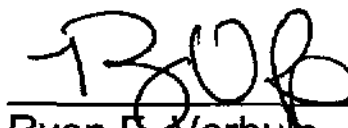
This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

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

This Contract shall take effect this 4 day of April, 2005.

CONTRACTOR:**BOARD OF COUNTY COMMISSIONER**
Franklin County, WashingtonFirm: Interactive Game Experience
Frank H. Brock, ChairmanBy: Michael Sawicky
Neva J. Corkrum, Chairman Pro TemSignature: 
Robert E. Koch, MemberTitle: President**ATTEST BY:**

Approved as to form:


Clerk of the Board
Ryan E. Verhulst,
Chief Civil Prosecutor



January 9, 2005

To: Pasco Fourth of July Celebration

From: Interactive Game Experience

Re: 2005 IGX Contract for Pasco Fourth of July Celebration

Thank you for your interest in booking IGX – Interactive Game Experience for the 2005 Pasco Fourth of July Celebration. Below, you will find a contract for IGX to provide a turnkey, twenty-screen interactive attraction for the four-day event in 2005 from July 1-4.

1. IGX will provide:

- 1.1 A twenty (20) screen IGX touring unit including monitors, game consoles and game software.
- 1.2 Transportation of the IGX touring unit to and from the fair to arrive for install by on June 30, 2005 and to depart after dismantling on July 4 (I&D dates and times to be mutually agreed by IGX and Pasco Fourth of July Celebration based on Pasco Fourth of July Celebration attraction build-out/tear down schedule)
- 1.3 All non-union labor required to install and dismantle the IGX attraction
- 1.4 An on-site manager for the duration of the event
- 1.5 Additional on-site staff as required to successfully handle the operation of the attraction
- 1.6 Operation of the full IGX attraction for a nine-day operating schedule that shall commence on July 1 and to conclude on July 4, 2005. Operating hours shall commence no earlier than 10:00 AM and shall close no later than 10:00 PM for a maximum of 12 operating hours daily per a specific schedule to be provided by Pasco Fourth of July Celebration.
- 1.7 Provision of a certificate of general liability naming the fair as an additional insured as well as all required workmans compensation insurance related to the IGX attraction.
- 1.8 Target marketing and promotional assistance that will promote the fair and the IGX attraction appearance at the fair.

Page Two

2005 Pasco Fourth of July Celebration IGX Contract
January 9, 2005

2. Pasco Fourth of July Celebration 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 Pasco Fourth of July Celebration).
 - 2.2 If a specific layout is required from IGX within the designated attraction footprint, this layout will be provided by the Pasco Fourth of July Celebration based on dimensions supplied by IGX for approval by IGX at least thirty days (30 days) prior to the move in date.
 - 2.3 The IGX attraction venue footprint shall be completely clear and available to IGX for the purpose of installing the IGX attraction beginning at 8:00 AM on move-in day and for removal on load-out after the fair closes. 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 Pasco Fourth of July Celebration.
 - 2.5 Provision of a forklift for 30-60 minutes on the load-in and 30-60 minutes on the load-out (to be scheduled with maintenance department of Pasco Fourth of July Celebration).
 - 2.6 Provide fair rates for a double occupancy hotel room.
 - 2.7 Three (3) dedicated, 20 amp electrical connections delivered to the IGX footprint and electricity (as required)
 - 2.8 All necessary daily admission tickets, parking passes and other required credentials for access by IGX management and crew and any necessary service personnel.
 - 2.9 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.
 - 2.10 Payment to Interactive Game Experience, LLC of an amount totaling \$4,400 to be paid per the standard payment timing for fairs in the State of Washington.
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

2005 Pasco Fourth of July Celebration IGX Contract

January 9, 2005

4. IGX, and the agents and employees of IGX, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Pasco Fourth of July Celebration.
5. 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.
6. 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.

Eric Eislund, Partner
Interactive Game Experience, LLC.

Signature _____
Name: _____
For: _____

Date _____

Date _____

If there are any questions, please do not hesitate to call me or Michael. Thank you for your interest in booking IGX @ the Pasco Fourth of July Celebration in 2005, we look forward to working with you!

Best regards,

Eric Eislund
Partner
Interactive Game Experience, LLC
3848 21st Street
San Francisco, CA 94114
www.igxnet.com
Tel: (415) 648-2920

FRANKLIN COUNTY RESOLUTION NO. 2005 144

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER NUMBERS 6 AND 7 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE

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

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

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

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

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

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

WHEREAS, CKJT Architects provided Change Orders #6 and #7 dated March 30 and 31, 2005 prospectively, to the County Administrator to present to the Board of Commissioners for approval; and

WHEREAS, the Change Order Number 6 addresses four items totaling \$87,837.80 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 6, amending the contract total to \$9,073,076.00; and

FRANKLIN COUNTY RESOLUTION NO. 2005 144
Page 2

WHEREAS, the Change Order Number 7 addresses eight items totaling \$9,364.70 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 7, amending the contract total to \$9,082,440.70; and

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

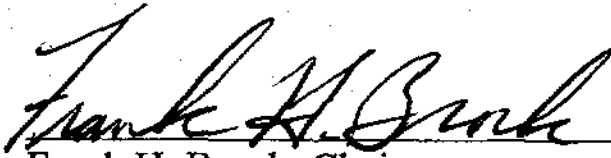
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

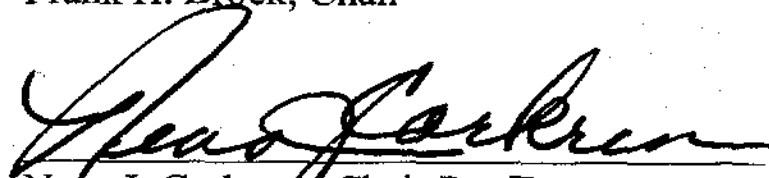
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Change Order Numbers 6 and 7 to the original Agreement between Franklin County and Lydig Construction.

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

APPROVED this 4th day of April 2005.

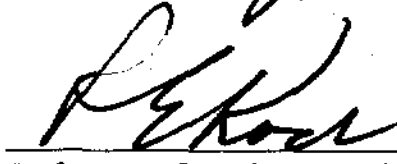
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
CKJT
Lydig Construction

cc: Minutes
County Administrator



AIA Document G701™ – 2001

2005 144

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 006	OWNER: <input checked="" type="checkbox"/>
Franklin County Courthouse Historic Restoration & Improvements 1016 North Fourth Avenue Pasco, Washington 99301	DATE: March 30, 2005	ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0302	CONTRACTOR: <input checked="" type="checkbox"/>
Lydig Construction Inc. 11001 East Montgomery Dr. Spokane, Washington 99206	CONTRACT DATE: July 7, 2004	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was	\$ 9,029,900.00
The net change by previously authorized Change Orders	\$ -44,661.80
The Contract Sum prior to this Change Order was	\$ 8,985,238.20
The Contract Sum will be increased by this Change Order in the amount of	\$ 87,837.80
The new Contract Sum including this Change Order will be	\$ 9,073,076.00

The Contract Time will be increased by Forty Nine (49) days.

The date of Substantial Completion as of the date of this Change Order therefore is November 18, 2005

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

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

CKJT Architects

ARCHITECT (Firm name)

128 Vista Way
Kennewick, Washington 99336

ADDRESS

BY (Signature)

Terrance D. Casey

(Typed name)

03.30.05

DATE

Lydig Construction Inc.

CONTRACTOR (Firm name)

11001 East Montgomery Dr.
Spokane, Washington 99206

ADDRESS

BY (Signature)

Sean Glaesemann

(Typed name)

3/31/05

DATE

Franklin County

OWNER (Firm name)

1016 N. Fourth Ave.
Pasco, Washington 99301

ADDRESS

BY (Signature)

Frank H. Brock

(Typed name)

04/04/05

DATE

CKJT ARCHITECTS
MARCH 30, 2005**Franklin County Courthouse
Change Order No. 6**

2005 144

Item No. 1Per Swenson Say Fagèt's answer to RFI-099 and Lydig Construction, Inc's PCO-039;
modify existing framing and add reinforcement panel at east dormer for clock works.

\$ 1,320.00

Item No. 2Per the Owner's request and Lydig Construction, Inc's PCO-041; refinish four (4)
additional 14'-0" benches and (3) additional 7'-0" benches.

\$ 10,076.00

Item No. 3Per the Design Team's directive, Hayles & Howe, Inc's letter dated January 26, 2005
and Lydig Construction, Inc's PCO-042; provide additional restoration work at the historic
courtroom.

\$ 52,880.00

Item No. 4Per the Design Team's directive, Hayles and Howe, Inc.'s letter dated January 26, 2005
and Lydig Construction, Inc.'s PCO-043; provide additional restoration work of the scagliola
panels.

\$ 16,830.00

Subtotal

=

\$ 81,106.00

Tax

=

\$ 6,731.80

Total Change

=

\$ 87,837.80

-End-



AIA Document G701™ – 2001

2005 144

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 007	OWNER: <input checked="" type="checkbox"/>
Franklin County Courthouse Historic Restoration & Improvements 1016 North Fourth Avenue Pasco, Washington 99301	DATE: March 31, 2005	ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0302	CONTRACTOR: <input checked="" type="checkbox"/>
Lydig Construction Inc. 11001 East Montgomery Dr. Spokane, Washington 99206	CONTRACT DATE: July 07, 2004	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was	\$ 9,029,900.00
The net change by previously authorized Change Orders	\$ 43,176.00
The Contract Sum prior to this Change Order was	\$ 9,073,076.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,364.70
The new Contract Sum including this Change Order will be	\$ 9,082,440.70

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

The date of Substantial Completion as of the date of this Change Order therefore is November 18, 20005

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

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

CKJT Architects

ARCHITECT (Firm name)

128 Vista Way
Kennewick, Washington 99336

ADDRESS

BY (Signature)

Terrance D. Casey

(Typed name)

03.31.05
DATE

Lydig Construction Inc.

CONTRACTOR (Firm name)

11001 East Montgomery Dr.
Spokane, Washington 99206

ADDRESS

BY (Signature)

Sean Glaesemann

(Typed name)

3/31/05
DATE

Franklin County

OWNER (Firm name)

1016 N. Fourth Ave.
Pasco, Washington 99301

ADDRESS

BY (Signature)

Frank H. Brock

(Typed name)

04/04/05
DATE

Franklin County Courthouse Change Order No. 7

Item No. 1

Per the Design Team's response to RFI-097 and Lydig Construction, Inc.'s PCO-023; remove asbestos material at hidden stairs.

\$ 2,120.00

Item No. 2

Per Swenson Say Fagèt's response to RFI-040R and Lydig Construction, Inc.'s PCO-031; provide longer PSL for vault door support at basement.

\$ 1,180.00

Item No. 3

Per the Electrical Inspectors request and Lydig Construction, Inc.'s PCO-035; add 18" door leaf to Door #6.

\$ 1,738.00

Item No. 4

Per the Owner's request and per Lydig Construction, Inc.'s PCO-044; change-out the carpet scheduled for Stair #2 with ECOstone and rubber nosing.

\$ 11,178.00

Item No. 5

Per Owner's request and Lydig Construction, Inc.'s PCO-045; change art glass design at the round windows.

\$ 2,150.00

Item No. 6

Per Swenson Say Fagèt's Clarification Drawing #17 and Lydig Construction, Inc.'s PCO-046; add steel plate repair at damages/cracked truss bottom cord at Room 233.

\$ 730.00

Item No. 7

Due to existing constraints at the courthouse west wall; provide air plenum constructed of gypsum board per design teams response to RFI-089 and Lydig Construction, Inc.'s PCO-048.

\$ 1,851.00

Item No. 8

After removal of 1970's directories at foyer original wood directories were uncovered. Delete the scheduled bronze directories and repair/replicate the existing wood directories per the Design Team's Clarification #4 and Lydig Construction, Inc.'s PCO-049.

\$ -(12,300.00)

Subtotal

=

\$ 8,647.00

Tax

=

\$ 717.70

Total Change

=

\$ 9,364.70

-End-

EXHIBIT 10
Franklin County Auditor

April 4, 2005

1016 North 4th Avenue
Pasco, WA 99301

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

P.O. Box 1451
Pasco, WA 99301

April 4, 2005

Franklin County Commissioners:

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

Action: As of this date, April 4, 2005

Move that the following warrants be approved for payment:

<u>FUND</u> Expenditures	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	44595	\$600.00
Current Expense	44596-44613	\$5,147.52
Veteran's Assistance	1216-1218	\$1,572.14
Supplemental Preservation Fund	2	\$4,195.40

In the amount of \$11,515.06. 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