

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 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; and Mary Withers, Clerk to the Board. Fred Bowen, County Administrator, was absent due to illness.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Consent Agenda

**Motion** - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2005-374** for the Term Lease Master Agreement between Franklin County and IBM Credit LLC, Customer Number 3521563, Agreement Number 577R735, finalizing the agreement adopted by Franklin County Resolution 2005-331, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 1)
2. Approval of **Resolution 2005-375** in the matter of appointment of Gerry Ringwood to the Benton-Franklin Workforce Development Council to fill the B-26 position representing Education K-12, effective July 8, 2005 through June 30, 2008. (Exhibit 2)
3. Approval of *Delegation of County Legislative Authority to Serve on Canvassing Board*, designating Frank H. Brock, Chairman, to serve on the Franklin County Canvassing Board to be held September 30 through November 29, 2005, for the primary election held September 20, 2005 and general election held November 8, 2005. (Exhibit 3)
4. Approval of **Resolution 2005-376** for the agreement for providing substance abuse prevention services between Enterprise for Progress in the Community (EPIC) and Benton and Franklin Counties' Department of Human Services, #0507-PREV-EPIC, effective July 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 4)
5. Approval of **Resolution 2005-377** for the agreement between Lourdes Counseling Center and Benton and Franklin Counties, Agreement #0507-SA-LCC, to provide substance abuse treatment services for the 2005-07 biennium, effective July 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 5)

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

6. Approval of **Resolution 2005-378** for the agreement between Children's Developmental Center and Benton-Franklin Counties, Agreement #0507-DD-CDC, to provide services for individuals with developmental disabilities for the 2005-07 biennium, effective July 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 6)
7. Approval of **Resolution 2005-379** for an agreement between Unity Counseling Services and Benton-Franklin Counties, Agreement #0507-SA-UCS, to provide substance abuse treatment services for the 2005-07 biennium, effective July 1, 2005 through June 30, 2007, and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 7)
8. Approval of *Out-of-State Travel Request* for Fred Bowen to attend the Washington State Association of Counties fall conference and Certified Public Officials training in Vancouver, Washington, September 19-23, 2005, for an estimated cost of \$630.93. (Exhibit 8)

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

County Insurance

Mr. Brock would like to send a letter to the Risk Pool notifying them that Franklin County is considering other options for insurance. He said it does not mean that we're going to leave the Risk Pool. Mrs. Corkrum does not want to switch from the Risk Pool. Mr. Koch said he thinks we need to watch all our options. It means nothing to send out a letter.

Vouchers/Warrants

**Motion** – Mrs. Corkrum: I move for approval of payment of the following Salary Clearing payroll for Current Expense: Warrants 38277 through 38365 for \$151,399.45; warrants 38366 through 38371 for \$44,623.01; and Direct Deposit for \$213,022.89; for a total of \$409,045.35. Second by Mr. Koch. 3:0 vote in favor.

The following amounts are also included on the cover sheet:

Emergency Management Payroll warrants 7430 through 7436 for \$2,984.77; warrants 7437 through 7440 for \$1,074.55; and Direct Deposit for \$7,350.48; for a total of \$11,409.80; and

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

Irrigation Payroll warrants 11085 through 11099 for \$7,485.11 and warrants 11100 through 11103 for \$1,052.61; for a total amount of \$8,537.72.

(Exhibit 9)

**Motion** – Mrs. Corkrum: I move approval of letter to Auditor Zona Lenhart regarding voucher/warrants and payroll release authorization for September 30, 2005. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

**Minutes**

**Motion** – Mr. Koch: I move that we accept the minutes for September 12, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

**PROSECUTOR**

Prosecutor Steve Lowe and Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

**Travel**

Mr. Lowe asked for approval of sending Mr. Verhulp to Nevada for some Risk Pool training. The course costs \$950. The total is \$1700. All but a few hundred dollars will be reimbursed.

**Motion** – Mrs. Corkrum: I move for approval with funds to be taken out of the Liability budget. Second by Mr. Koch. 3:0 vote in favor.

**Insurance presentation**

Mrs. Corkrum asked Mr. Lowe to be present when insurance presentations are made to the Board.

**Cash Payout**

Mr. Lowe had thought in May or June that the payout amount for a former chief deputy in his office would be around \$1500 or \$1600 but it came out to be \$14,000 (\$7000 in salary and \$7000 in benefits). He said it is a huge hit on his budget. He thought it came out of your budget because it's payoff for annual leave when people leave and that's considered in every budget. It's not a recurring budget. He asked, "The commissioners have never paid that off?" The Board said no.

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

Mr. Lowe explained why it is a problem in his budget now. One staff member is on maternity leave for six months. He is projecting a deficit in his budget because L&I rates went up. He is asking for \$5000 to temporarily backfill the line item for the person on maternity leave. Normally he would have had the funds available if there would not have been the large payout for the employee who left.

Mr. Brock asked Mr. Lowe to prepare a resolution.

Mr. Lowe said we did talk about it in May or June. At that time he thought his budget could cover it. He said we've been trying to cover the job for the person out on leave with other staff but it is not working. It's too busy. We plan to bring in someone from Manpower right now at \$14 per hour for someone to answer phones and do basic secretarial support, probably three or four days a week.

Hurricane Katrina Donations

Skagit County made a donation from their Current Expense fund to help with Hurricane Katrina relief efforts. Mr. Verhulp said Article 8 Section 7 of the Washington State Constitution prohibits gifting of public funds except for necessary support of the poor and infirm. His analysis is such a donation would be permitted under that circumstance.

Mr. Lowe said that would determine clearly what it is. The county would have to give to something specifically that benefits the poor and infirm, not to the Red Cross. Mr. Lowe said the question is what is the ultimate use of this fund? If the National Association of Counties (NACo) is going to give it to local governments to provide infrastructure, that's okay. You need to have a pretty good track for the state auditor to follow.

NACo has suggested counties donate an amount equivalent to the dues they pay NACo.

Public Records Laws

Mr. Lowe said the Attorney General's Office is having an open government forum for training on public records laws on September 22 at CBC. There will be an update regarding public records, disclosure of them, public meetings, etc. Mr. Lowe said

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

the issue for counties is the original proposal said there would be one public records officer for the entire county including all elected officials. Most of us say that doesn't work. Each office should have a public disclosure officer. There can be a public records coordinator but the state needs to recognize the county structure. He gave an example of not wanting some items reviewed by someone outside his office.

If the law mandates that there be a county information officer, it will be nearly a full-time job. There is no funding for it. It's the law. Mr. Brock said there is also a law that unfunded mandates are not permissible. Mr. Lowe said it is the law.

Mr. Lowe said we need to be heard at these forums. The Attorney General is in charge of adopting the rules. The legislature told them to adopt model rules.

No Board members are available to attend the forum. Mr. Lowe asked that the Board send a letter to the Attorney General. The county's concerns include the fiscal impact and the additional burden put on the county if a county information officer is required.

#### Elections

Mr. Verhulp said there is a general 45-day rule for submission of a ballot title. A formal type of notice is required under law. His recommendation is if the tax proposal does not pass on September 20 and the Board wants to put it on the November ballot, they should submit a new resolution and ballot title for the subsequent November election. The September election will not have been verified before the 45-day period. The resolution could be withdrawn if it was not needed.

The Board decided to schedule a Board meeting on Wednesday, September 21. Mr. Verhulp will prepare the resolution and ballot title.

#### Lawsuit

Mr. Lowe said Franklin County has been named in a lawsuit that he just received, along with several other counties. It is unclear what the allegation is except for taking property.

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

**TRAC**

TRAC Manager Troy Woody and Event Manager Chanda Tebay met with the Board.

Sales Segmentation Review

Mr. Woody told the Board what segment of sales each of the three TRAC marketing people will be responsible for. He described types of events he hopes that TRAC is able to attract.

Equine Task Force Update

Mr. Woody reviewed the objectives of an equine task force that is expected to function only briefly. Several people have been invited to work on the committee to help determine needs of the equine industry.

Public Use of Parking Lot

Mr. Woody asked about use of the parking lot by the public. Mr. Brock said we have had a lot of inquiries about using the parking lot. Mr. Woody had people flying model airplanes one day last week. Another group of about 30 vehicles were parked by the Pavilion for many, many hours but were not on the facility grounds.

Mr. Brock said we need to sign our lot and say vehicles will be towed if they are parked without permission. If they're parked with TRAC permission, there could be a sign that the driver places in the vehicle window.

Ice Rink Update

The ice rink is up and running. Practices have started. Every week there will be some public skate times. They will be on the web site. It will cost \$4 for admission and \$2 for skate rentals. We're also going to sell the ice rink for private parties at \$125 per hour. There are two contracts for ice use. Those organizations determine the schedule and have priority. TRAC can sell the time that's left.

Mr. Woody told the Board what is being done to correct previous problems with soft ice.

RV Park

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

The RV Park is going well. The center section is used by shorter-term users so it is available for people using TRAC for events.

TRAC Advisory Board

The TRAC Advisory Board reviewed the first draft of the 2006 budget. It will soon be ready for Board review.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

CRP 582 – Dilling Lane Bridge

Mr. Fife asked for approval to offer the property owners along Dilling Lane Bridge some amounts for right-of-way so we can put a temporary detour in while we're building the structure and minor amounts of acquisition in the corner of their fields. The total amounts are \$345 and \$315.

**Motion** – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

Bi-Monthly Progress Reports

The Bi-Monthly Progress Reports were reviewed.

**Recessed** at 10:07 a.m.

**Reconvened** at 10:15 a.m.

**OTHER BUSINESS**

Risk Pool: Conditional Notice of Intent to Withdraw

**Motion** – Mr. Koch: I move that we sign the Conditional Notice to the Washington Counties Risk Pool. Second by Mrs. Corkrum. 2:1 vote in favor. Yeas: Mr. Brock and Mr. Koch. Nay: Mrs. Corkrum. (Exhibit 12)

**HORTICULTURAL PEST AND DISEASE CONTROL**

Tom Wilson and Al Morrongiello of the Pest Board met with the Board.

Tree Buy-Back program

Mr. Wilson gave the Board an update the tree buy-back program in which people receive coupons for non-fruit trees to replace fruit trees that they cut down.

Cherry Leaf Roll Virus (CLRV)

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

Mr. Wilson told the Board what efforts are made to eliminate CLRV.

2006 Budget

The 2006 Franklin County Horticultural Pest and Disease Control budget was reviewed. Mr. Wilson explained the need to have a large amount of funds available for removal of orchards because sometimes it can cost so much for even one orchard.

Mrs. Corkrum questioned if the budget has enough money for gas because of the recent substantial price increases. Mr. Wilson said the budget includes \$1000 more than the 2005 budget. In addition, there are other budget areas that can be used if needed.

**Motion** – Mr. Koch: I move we approve the budget for Horticultural Pest and Disease Control for 2005 as presented. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 13)

**AUDITOR**

Auditor Zona Lenhart met with the Board.

Election Equipment Grant

It's possible the county will get the entire grant amount for elections equipment. We'll know by about September 25.

Elections

The Department of Justice has asked us to consider hiring a staff person for a Hispanic Voter Outreach program. The position is not yet required. Ms. Lenhart said we are going to apply for a grant to try to tie the position in with the HAVA law. The grant is only good at the most for three years. Mr. Brock said we don't want to hire someone using a grant and then not have funds for the person later on. Ms. Lenhart said the position would have to go away if funding was no longer available.

**OTHER BUSINESS**

Attorney General Letter regarding public disclosure rules

**Motion** – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)

NACo

The Board held a conference call with Bill Vogler of Washington State Association of Counties (WSAC). Mr. Vogler answered the Board's questions about the



COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

county's membership in the National Association of Counties (NACo) and about donations to the Hurricane Katrina relief effort.

Franklin County's NACo dues for 2005 were \$779 and for 2006 will be \$801.

**Motion** – Mrs. Corkrum: I move for approval of Resolution 2005-380 authorizing the \$780 donation to the Parish and County Family Fund through NACo. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

**Insurance Coverage**

County Administrator's Secretary Bridgette Scott met with the Board.

Mrs. Corkrum said the county should not be handling insurance coverage for the Horticultural Pest and Disease Control or the Weed Board. They have their own insurance. We approve their budgets but they handle insurance separately. They should be off of our L&I records also because it will affect our rating if they ever have a claim. She asked Ms. Scott to go through the process of removing them from the county coverage.

**Human Services**

Mr. Koch reported to the Board on a potential contract affecting the Human Services Department.

**Executive Session** at 11:25 a.m. regarding contract negotiations expected to last 10 minutes.

**Reconvened** at 11:35 a.m.

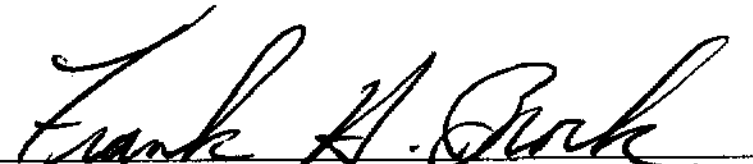
No action was taken.

**Adjourned** at 11:35 a.m.


COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for September 14, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until September 19, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed October 5, 2005.

**FRANKLIN COUNTY RESOLUTION NO. 2005 374**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: AS 400 SYSTEM – TERM LEASE MASTER AGREEMENT BETWEEN FRANKLIN COUNTY AND IBM CREDIT LLC, FINALIZING THE AGREEMENT ADOPTED BY FRANKLIN COUNTY RESOLUTION 2005-331**

**WHEREAS**, Franklin County Resolution 2005-331 approved the acceptance of an estimate received from IBM for replacement of the AS 400 system utilized for payroll; and

**WHEREAS**, IBM Credit LLC requires approval of the attached Term Lease Master Agreement; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Term Lease Master Agreement between Franklin County and IBM Credit LLC, Customer Number 3521563, Agreement Number 577R735, finalizing the agreement adopted by Franklin County Resolution 2005-331.

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

**APPROVED** this 14<sup>th</sup> day of September 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  
IBM Credit  
Information Services

## IBM Credit LLC

## Term Lease Master Agreement

Name and Address of Lessee: FRANKLIN COUNTY

Agreement No.: 577R735

~~AUDITOR~~1016 N FOURTH  
PASCO, WA 99301-3706

IBM Office Address:

IBM CREDIT LLC  
NORTH CASTLE DRIVE  
ARMONK, NY 10504

IBM Customer No.: 3521563

The Lessor under this Term Lease Master Agreement ("Agreement") is a) IBM Credit LLC; b) a partnership in which IBM Credit LLC is a partner; or c) a business enterprise for which IBM Credit LLC is acting as agent ("Lessor"). The "Lessee" is the business entity indicated on the signature line below. Any Parent, Subsidiary or Affiliate of Lessee may enter into a Lease and/or Financing Transaction (each as defined below) under this Agreement by signing a Term Lease Supplement ("Supplement") referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. For the purposes of this Agreement, "Parent" shall mean a business entity that owns or controls a majority interest of Lessee; "Subsidiary" shall mean a business entity a majority interest of which is owned or controlled by Lessee; and "Affiliate" shall mean a business entity under common majority control with Lessee. A Lease or Financing Transaction under this Agreement shall be effective when a Supplement listing equipment to be leased ("Equipment") and software program licenses, maintenance, services, and other one-time charges to be financed ("Financed Items") is signed by both parties. Equipment includes any internal programming that is integral to the Equipment's functioning ("Licensed Internal Code"). Lessee may acquire Equipment and Financed Items from International Business Machines Corporation ("IBM"), Lessor, or any other manufacturer, vendor or provider ("Lessee's Supplier"). The terms of (a) the Supplement; (b) any applicable attachments; and (c) this Agreement, each as may be amended by addenda, shall constitute the lease for the Equipment ("Lease") and financing transaction for the Financed Items ("Financing Transaction") listed in the applicable Supplement. Some Leases or Financing Transactions may have additional terms that will be specified in attachments or addenda. Terms in a Supplement and related attachments or addenda will apply only to the Lease and/or Financing Transaction represented by that Supplement. The headings of the Paragraphs are inserted for convenience only.

1. **OPTIONS.** Each Supplement shall constitute a single Lease and/or Financing Transaction but for each line item listed there will be a Lease or Financing Transaction option indicated. The various options are described in the "Option Codes" table on the Supplement.

2. **CREDIT REVIEW.** For each Lease or Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

3. **AGREEMENT TERM.** This Agreement shall be effective when signed by both parties and may be terminated by either party upon one (1) month prior written notice. Each Lease or Financing Transaction then in effect, however, shall remain subject to the terms and conditions of this Agreement until its expiration or termination.

4. **LESSOR CHANGES.** Lessor may, with at least three (3) months prior written notice to Lessee, change the terms of this Agreement. Such changes will apply only to Leases and Financing Transactions that begin after the effective date specified in the notice, and only if Lessee does not notify Lessor that it does not agree to the changes.

5. **SURVIVAL OF OBLIGATIONS.** Lessor's and Lessee's obligations under this Agreement, which by their nature would continue beyond the expiration or termination of a Lease or Financing Transaction, will survive the expiration or termination of a Lease or Financing Transaction.

6. **SELECTION AND USE OF EQUIPMENT, PROGRAMMING AND LICENSED PROGRAM MATERIALS.** Lessee agrees that it did not rely on the Lessor, nor is the Lessor responsible, for the selection, use of, and results obtained from the Equipment or Financed Items. Nothing in this

Agreement is intended to limit any rights Lessee may have with respect to Lessee's Supplier or the Equipment manufacturer.

7. **ASSIGNMENT TO LESSOR.** Lessee assigns to Lessor, effective upon Lessor signing the Supplement, its right to purchase from and its obligation to pay its Supplier. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Equipment ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

8. **LEASE NOT CANCELLABLE; LESSEE'S OBLIGATIONS ABSOLUTE.** Once the Term of any Lease or Financing Transaction has begun, as described in Paragraphs 13 and 14, Lessee's commitments hereunder become irrevocable and independent of acceptance of the Equipment. Lessee's obligation to pay all Rent and other amounts required to be paid by Lessee under this Agreement is absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever, including any failure of the Equipment or a Financed Item to perform, or any representations by Lessee's Supplier. Lessee shall make any claim solely against Lessee's Supplier, the Equipment manufacturer or other third party if the Equipment or a Financed item is unsatisfactory for any reason.

9. **WARRANTIES.** Lessor passes through to Lessee, to the extent permitted, all applicable warranties made available by Lessee's Supplier.

THIS AGREEMENT, AND ANY APPLICABLE SUPPLEMENT, ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT REGARDING EACH LEASE OR FINANCING TRANSACTION. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. IF THERE IS A CONFLICT OF TERMS AMONG THE DOCUMENTS, THE ORDER OF PRECEDENCE WILL BE AS FOLLOWS: (a) ATTACHMENTS OR ADDENDA TO A SUPPLEMENT, (b) SUPPLEMENT, (c) ATTACHMENTS OR ADDENDA TO THIS AGREEMENT, (d) THIS AGREEMENT. DELIVERY OF AN EXECUTED COPY OF ANY OF THESE DOCUMENTS BY FACSIMILE OR ANY OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE IN THIS AGREEMENT:

Lessee may not modify or change the terms of this Agreement without the Lessor's prior written consent.

*[Signature]*  
Lessee Initial

Accepted by:

IBM Credit LLC

By:

Name (Type or Print)

2125-3318-07 (03/03)

*[Signature]*  
Authorized Signature

DOROTHY O. BROWN  
er Supp. Ops. Mgr

9/29/05

Lessee: FRANKLIN COUNTY

By:

Name (Type or Print)

Page 1 of 4

*[Signature]*  
Authorized Signature

Frank H. Brock, Chair  
Board of Commissioners

9/14/05

plier and/or by the Equipment manufacturer in the Purchase Agreement. Lessor represents and warrants that neither Lessor, nor anyone acting or claiming through Lessor, by assignment or otherwise, will interfere with Lessee's quiet enjoyment of the Equipment so long as no event of default by Lessee or anyone acting or claiming through Lessee shall have occurred and be continuing. During the Term of the Lease, Lessor assigns to Lessee all the rights that Lessor may have to be defended by Lessee's Supplier and/or by the Equipment manufacturer under any patent and copyright provisions in the Purchase Agreement. EXCEPT AS EXPRESSLY PROVIDED ABOVE, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AND TAKES ANY FINANCED ITEM "AS IS". IN NO EVENT SHALL LESSOR HAVE ANY LIABILITY FOR, NOR SHALL LESSEE HAVE ANY REMEDY AGAINST LESSOR FOR, CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS. This shall in no way affect Lessee's rights and remedies against Lessee's Supplier and/or the Equipment manufacturer.

10. **LESSEE AUTHORIZATION.** Lessee is authorized to act on Lessor's behalf concerning delivery and installation of the Equipment and any warranty service for the Equipment, including any programming services. Lessor represents and warrants that it has the right to grant the authorization and rights to Lessee referred to in this Paragraph.

11. **DELIVERY AND INSTALLATION.** Lessee is responsible for the delivery, installation and acceptance of the Equipment and any Financed Item and shall pay any delivery and installation charges not paid by Lessee's Supplier. Lessor shall not be liable for any delay in, or failure of, delivery of the Equipment or Financed Items unless provided by Lessor.

12. **USED EQUIPMENT LEASES.** For used Equipment supplied by Lessor, the following provisions apply: The Equipment is subject to prior disposition at any time prior to Lessor's acceptance of a signed Supplement. The Equipment is provided "as is", without any warranty whatsoever by Lessor, in accordance with Paragraph 9. However, provided that the Equipment is unmodified since the date of delivery; has been manufactured and assembled by or for IBM; and has been installed and maintained by IBM, Lessor guarantees Lessee's satisfaction with the quality of the Equipment for three (3) months following the "Release Date" indicated on the face of the Supplement. If Lessee is dissatisfied with the Equipment for any reason, Lessee may notify Lessor within three (3) months of the Release Date and, at Lessor's option, the Equipment will either be (a) replaced with equivalent Equipment or (b) returned to Lessor and the Lease terminated and any Rent payments made to Lessor refunded to Lessee. If Lessee cancels its commitment to Lease the Equipment after Lessor signs the applicable Supplement but before the Equipment is delivered and accepted by Lessee, then Lessee shall be liable to Lessor for three (3) months Rent as liquidated damages. Lessor shall bear the risk of loss or damage to the Equipment during transit from the pick-up location to Lessee's location, provided the Equipment is transported by a carrier designated by Lessor.

13. **RENT COMMENCEMENT DATE.** Unless otherwise stated on the applicable Supplement, the Rent Commencement Date shall be (a) for Equipment supplied by IBM, the day following the date of installation of the Equipment as provided for in the Purchase Agreement; (b) for Equipment supplied by Lessor, the earlier of the date of installation or fourteen (14) days after the Release Date as specified in the Supplement; (c) for Equipment supplied by Lessee's Supplier, the date Lessee designates on a certificate of acceptance; or, (d) for Financed Items, the date Lessor makes funds available to Lessee or Lessee's Supplier.

14. **LEASE TERM.** The Lease or Financing Transaction shall be effective when the Supplement is signed by both parties. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months specified as "Term" in the Supplement. Except for Equipment supplied by Lessor, if Lessee cancels its order with Lessee's Supplier prior to installation or discontinues any Financed Item prior to the date Lessor makes funds available, the Lease or Financing Transaction with respect to that item shall terminate without penalty.

15. **RATE PROTECTION.** The Rates stated on the Supplement are not subject to change provided the Supplement is signed and returned to Lessor by the date indicated on the Supplement and the Equipment is installed by the end of the month of the Estimated Commencement Date stated on the Supplement.

16. **RENT.** During the initial Term, Lessor shall invoice and Lessee shall pay Rent for each Payment Period as specified in the Supplement. Lessee's obligation to pay shall begin on the Rent Commencement Date. When the Rent Commencement Date is not on the first day of a calendar month and/or when the initial Term does not expire on the last day of a calendar month, the applicable Rent for the first and last payment will be prorated on the basis of 30-day months.

17. **RENEWAL.** Lessee may, upon at least one (1) month prior written notice to Lessor, renew the Lease with respect to any line item of Equipment, provided Lessee is not then in default. Lessor shall offer a renewal Term of one (1) year but may, if requested, offer different renewal Terms. For Equipment line items with a fair market value end-of-Lease renewal option, the renewal Rent shall be the projected fair market rental value of the Equipment as of the commencement of such renewal Term. For Equipment line items with a predated end-of-Lease renewal option, the renewal Rent shall be one-half of the predated Purchase Price multiplied by the Unit Purchase Price stated in the Supplement and such renewal Rent payments will be annual and payable in advance.

18. **PURCHASE OF EQUIPMENT.** Lessee may, upon at least one (1) month prior written notice to Lessor, purchase any line item of Equipment upon expiration of the Lease provided Lessee is not then in default. For Equipment line items with a fair market value end-of-Lease purchase option, the purchase price shall be the projected fair market sales value of the Equipment as of such expiration date. For Equipment line items with a predated purchase option, the purchase price shall be specified in the Supplement. If the Lessee purchases any Equipment, Lessee shall, on or before the date of purchase, pay (a) the purchase price, (b) any applicable taxes, (c) all Rent due through the day preceding the date of purchase, and (d) any other amounts due under the Lease. Lessor shall, on the date of purchase, transfer to Lessee by bill of sale provided upon Lessee's request, without recourse or warranty of any kind, express or implied, all of Lessor's right, title and interest in and to such Equipment on an "AS IS, WHERE IS" basis, except that Lessor shall warrant title free and clear of all liens and encumbrances created by or through Lessor.

19. **OPTIONAL EXTENSION.** If, at the expiration of the Term, Lessee has not elected to renew the Lease, purchase or return the Equipment in accordance with Paragraph 25, and as long as Lessee is not in default under the Lease, the Lease will be extended for each unreturned item of Equipment unless (a) Lessee notifies Lessor in writing, not less than one (1) month prior to Lease expiration, that Lessee does not want the extension, or (b) the Equipment is returned to and received by Lessor within fourteen (14) days after the expiration of the Term. The extension will be under the same terms and conditions then in effect, including current Rent (but for Equipment line items with a fair market value purchase option, not less than fair market rental value as determined by Lessor at the expiration of the Term) and will continue on a day-to-day basis until the earlier of termination by either party upon one (1) month prior written notice, or six (6) years after expiration of the initial Term. For purposes of this Paragraph, current Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease.

20. **INSPECTION; MARKING; FINANCING STATEMENT.** Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership. The filing of any Uniform Commercial Code financing statements in connection with a Lease or Financing Transaction shall be governed by the terms and conditions of the applicable Supplement and any Supplement addendum.

21. **EQUIPMENT USE.** Lessee agrees that Equipment will be used for business purposes and not primarily for personal, family or household purposes and that it will be used in accordance with applicable laws and regulations.

22. **MAINTENANCE.** Lessee shall, at its expense, on its own or through third parties, keep the Equipment in a suitable environment as specified by the Equipment manufacturer, and in good condition and working order, ordinary wear and tear excepted.

23. **ALTERATIONS; MODIFICATIONS; PARTS.** For the purposes of this Agreement, a "Part" is any component or element of the Equipment; a "Modification" is any upgrade, feature or other change to the Equipment which is or has been offered for sale by the Equipment manufacturer and which contains no Part which has been changed or altered since its original manufacture; an "Alteration" is any change to the Equipment which is not a Modification. Lessee may modify or alter the Equipment only upon prior written notice to Lessor. Lessee may obtain new or used Alterations or Modifications from any supplier and may finance them with sources other than Lessor provided no security interest is created that encumbers or conflicts with Lessor's ownership of the Equipment. Any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee shall not make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent.

Before returning the Equipment to Lessor, Lessee agrees to remove any Alteration and may remove any Modification not owned by Lessor. If removed, Lessee agrees to, at its expense, restore the Equipment to its original condition using the removed Parts, normal wear and tear excepted. If Lessor had previously consented to the disposition of removed Parts, the restoration must be with Parts Lessor owns or supplies, or those supplied by a source approved by Lessor. If not removed, such Modifi-

cations shall become the property of Lessor, without charge, free of any liens or encumbrances.

Changes or additions made to items of Equipment in connection with maintenance or warranty services, including engineering changes, utilizing manufacturer's genuine parts, are exempt from the terms of this Paragraph, and any Parts installed in connection with such services shall become the property of Lessor.

**24. LEASES FOR MODIFICATIONS.** At Lessee's request, and subject to satisfactory credit review, Lessor will lease or finance new Modifications, used Modifications from Lessor's inventory, and Financed Items associated with the Modifications. Leases for Modifications will be at then current terms and conditions and must be coterminous with the underlying Equipment Lease.

**25. RETURN OF EQUIPMENT.** Lessee will return the Equipment to Lessor upon expiration or termination of the Lease. Upon return, the Equipment must be in good condition and working order, normal wear and tear excepted and qualified for the manufacturer's maintenance service, if available. Lessee will return the Equipment to the nearest consolidation and refurbishment center designated by Lessor for that type of Equipment located in the contiguous United States. Unless otherwise agreed, Lessee is responsible for: a) deinstallation, packing and return of the Equipment and any associated costs; and b) any cost to qualify the Equipment for the manufacturer's maintenance service, or, if not available, the cost to return the Equipment to good working condition. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

**26. CASUALTY INSURANCE; LOSS OR DAMAGE.** Lessor will maintain, at its own expense, insurance covering loss of or damage to the Equipment (excluding any Modifications or Alterations not subject to a Lease under this Agreement) with a \$5,000 deductible per occurrence. If any item of Equipment shall be lost, stolen, destroyed or irreparably damaged for any cause whatsoever ("Casualty Loss") before the Rent Commencement Date, the Lease with respect to that item shall terminate. If any item of Equipment suffers Casualty Loss, or shall be otherwise damaged, on or after the Rent Commencement Date, Lessee shall promptly inform Lessor. To claim a Casualty Loss Lessee must file a police or fire department report or other appropriate documentation substantiating the Casualty Loss. If Lessor determines that the item can be economically repaired, Lessee shall place the item in good condition and working order and Lessor will promptly reimburse Lessee the reasonable cost of such repair, less the deductible. If not so repairable, Lessee shall pay Lessor the lesser of \$5,000 or the fair market sales value of the Equipment immediately prior to the Casualty Loss. Upon Lessor's receipt of payment the Lease with respect to that item shall terminate and Lessee's obligation to pay Rent for the Equipment will be deemed to have ceased as of the date of the Casualty Loss. For purposes of this Paragraph, Lessor will consider the manufacturer's charge for such repair to be the reasonable cost of repair.

**27. TAXES.** Lessee shall promptly reimburse Lessor, as additional Rent, for all taxes, charges, and fees levied by any governmental body or agency upon or in connection with this Agreement, excluding, however, all taxes on or measured by the net income of Lessor.

**28. LESSOR'S PAYMENT.** If Lessee fails to pay taxes as required under this Agreement, discharge any liens or encumbrances on the Equipment (other than those created by or through Lessor), or otherwise fails to perform any other provision Lessee is required to perform under this Agreement, Lessor shall have the right to act in Lessee's stead so as to protect Lessor's interests, in which case, Lessee shall pay Lessor the cost thereof.

**29. TAX INDEMNIFICATION.** Solely for Leases entered into on the basis that Lessor is the owner of the Equipment for tax purposes, Lessor and Lessee agree that Lessor shall be entitled to certain federal and state tax benefits available to an owner of Equipment, including, under the Internal Revenue Code of 1986, as amended (the "Code"), the maximum Modified Accelerated Cost Recovery System deductions for 5-year property and deductions for interest expense incurred to finance the purchase of the Equipment ("Tax Benefits"). Lessee represents and warrants that (a) at no time will Lessee take or omit to take any action which would result in a loss, reduction, disallowance, recapture or other unavailability ("Loss") to Lessor (or the consolidated group with which Lessor files tax returns) of the Tax Benefits, and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal income tax purposes. Upon Lessor's written notice to Lessee that a Loss of Tax Benefits has occurred, Lessee shall reimburse Lessor an amount that shall make Lessor's after-tax rate of return and cash flows ("Financial Returns") over the Term of the Lease equal to the expected Financial Returns that would have been otherwise available. Lessee shall have no obligation to reimburse Lessor for a Loss of Tax Benefits resulting from (i) a determination that a Lease does not constitute a true lease for federal income tax purposes, provided such determination is not the result of an

act of Lessee, or (ii) a change in the tax law after the applicable Rent Commencement Date.

**30. GENERAL INDEMNITY.** Each Lease under this Agreement is a net lease. Lessee indemnifies Lessor against any third party claims whatsoever which arise in connection with this Agreement or Lessee's possession and use of the Equipment or a Financed Item hereunder including all related reasonable costs and expenses, and legal fees incurred by Lessor. Lessee shall not be liable for any claim resulting from the sole negligence or willful misconduct of Lessor. Lessee agrees that upon written notice by Lessor of the assertion of any claim, Lessee shall assume full responsibility for the defense of such claim. Lessor shall cooperate as may be reasonably required in such defense.

**31. LIABILITY INSURANCE.** Lessee shall obtain and maintain commercial general liability insurance, in the amount of at least \$1,000,000 or more for each occurrence, with an insurer having a "Best Policyholders" rating of B+ or better. The policy shall name Lessor as an additional insured as Lessor's interests may appear and shall contain a clause requiring the insurer to give Lessor at least one (1) month prior written notice of the cancellation, or any material alteration in the terms of the policy. Lessee shall furnish to Lessor, upon request, evidence that such insurance coverage is in effect.

**32. SUBLEASE AND RELOCATION OF EQUIPMENT; ASSIGNMENT BY LESSEE.** Upon one (1) month prior written notice to Lessor, Lessee may relocate the Equipment to another of its business locations provided that Lessee remains the end user of the Equipment. Any other relocation requires Lessor's prior written consent. Upon Lessor's prior written consent, which will not be unreasonably withheld, Lessee may sublease the Equipment to another end user. No sublease or relocation shall relieve Lessee of its obligations under the Lease and Lessee will be responsible for all costs and expenses associated with any relocation or sublease of the Equipment, including additional taxes or any Tax Loss incurred by Lessor. In no event shall Lessee remove or allow the Equipment to be removed from the United States. Lessee shall not assign, transfer or otherwise dispose of any Lease or Financing Transaction, any Equipment, or any interest therein, or create or suffer any levy, lien or encumbrance thereof except those created by or through Lessor.

**33. ASSIGNMENT BY LESSOR.** Lessee acknowledges and understands that the terms and conditions of the Leases and Financing Transactions have been fixed to enable Lessor to sell and assign its interest or grant a security interest or interests in the Leases and Financing Transactions and the Equipment, individually or together, in whole or in part, for the purpose of securing loans to Lessor or otherwise. Lessee shall not assert against any such assignee any setoff, defense or counterclaim that Lessee may have against Lessor or any other person. Lessor shall not be relieved of its obligations hereunder as a result of any such assignment unless Lessee expressly consents thereto, nor shall any rights or obligations of Lessee be changed except as described herein.

**34. FINANCING.** Any one-time charge (indicated on the Supplement as the "Amount Financed") for a Financed Item will be paid by Lessor to Lessee's Supplier or directly to Lessee. Any other charges which may be owed or due to Lessee's Supplier shall be paid directly to Lessee's Supplier by Lessee. Lessee's obligation to pay Rent for the Financed Item shall not be affected by any discontinuance, return or destruction of any Financed Item on or after the date Lessor makes funds available. If Lessee discontinues any of the Financed items in accordance with the terms of the applicable agreement with Lessee's Supplier prior to the date Lessor makes funds available, then the Financing Transaction with respect to the affected one-time charge shall be cancelled.

**35. FINANCING PREPAYMENT (Does Not Apply For Items of Equipment).** Lessee may terminate a Financing Transaction (but not a Lease with respect to an item of Equipment) by prepaying its remaining Rent. Lessee shall provide Lessor with at least one (1) month prior written notice of the intended prepayment date. Lessor may, depending on market conditions at the time, reduce the remaining Rent to reflect such prepayment and shall advise the Lessee of the balance to be paid. If prior to Lease expiration, Lessee purchases Equipment on Lease or if a Lease is terminated, Lessee shall at the same time prepay any related line items of Financing Transactions.

**36. DELINQUENT PAYMENTS.** If any amount to be paid to Lessor is not paid on or before its due date, Lessee shall pay Lessor two percent (2%) of the unpaid amount for each month or part thereof from the due date until the date paid or, if less, the maximum allowed by law.

**37. DEFAULT; NO WAIVER.** Lessee shall be in default under this Agreement upon the occurrence of any of the following events: (a) Lessee fails to pay any amount when due under this Agreement and such failure shall continue for a period of seven (7) days after the due date; (b) Lessee subleases, relocates, assigns or makes any transfer in violation of the terms of this Agreement; (c) Lessee fails to perform any other obligations or violates any of its covenants or representations under a Lease or Financing Transaction, or Lessee fails to perform any of its obligations under any other agreement it may have with Lessor, and such failure or breach

shall continue for a period of fifteen (15) days after written notice is received by Lessee from Lessor; (d) Lessee or any guarantor of Lessee's obligations under this Agreement makes a misrepresentation in any application for credit or other financial data required to be provided by Lessee in connection with a Lease or Financing Transaction; (e) Lessee or a guarantor makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver, or if either shall be appointed for Lessee or a guarantor or for a substantial part of its property without its consent; (f) any petition or proceeding is filed by or against Lessee or a guarantor under any Federal or State bankruptcy or insolvency code or similar law, and if such petition is involuntary, it is not dismissed within sixty (60) days after filing thereof; (g) Lessee or a guarantor sells or disposes of all or substantially all of its assets (and Lessor does not consent to the same) or ceases doing business; or (h) a guarantor or the provider of any other credit enhancement under this Agreement breaches, terminates without Lessor's consent or contests any guaranty or other credit enhancement document of which Lessor is a beneficiary.

Lessor shall be in default under this Agreement upon the occurrence of any of the following events: (i) Lessor breaches Lessee's right of quiet enjoyment (except in an instance where Lessee is in default under the applicable Lease or Financing Transaction), and Lessor is unable to remedy such breach within fifteen (15) days of Lessee's written notice to Lessor thereof; (ii) Lessor fails to perform any other provisions or violates any of its covenants or representations under a Lease or Financing Transaction and such failure or breach shall continue for a period of fifteen (15) days after written notice is received by Lessor from Lessee; (iii) Lessor makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver, or if either shall be appointed for Lessor or for a substantial part of its property without its consent; or (iv) any petition or proceeding is filed by or against Lessor under any Federal or State bankruptcy or insolvency code or similar law and, if such petition is involuntary, it is not dismissed within sixty (60) days after filing thereof.

Any failure of either party to require strict performance by the other party or any waiver by either party of any provision in a Lease, Financing Transaction or this Agreement shall not be construed as a consent or waiver of any other breach of the same or of any other provision.

**38. REMEDIES.** If Lessee is in default under this Agreement, all amounts due and to become due under each Lease and Financing Transaction shall be immediately due and payable, without further notice from Lessor, and Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies in order to protect its interests, reasonably expected profits and economic benefits under this Agreement. Lessor may (a) declare any Lease or Financing Transaction entered into pursuant to this Agreement to be in default; (b) terminate in whole or in part any Lease or Financing Transaction; (c) recover from Lessee any and all amounts then due and to become due; (d) take possession of any or all items of Equipment, wherever located, without demand or notice, without any court order or other process of law, in accordance with Lessee's reasonable security procedures; and (e) demand that Lessee return any or all such items of Equipment to Lessor in accordance with Paragraph 25 and, for each day that Lessee shall fail to return any item of Equipment, Lessor may demand an amount equal to the current Rent, prorated on the basis of a 30-day month. Upon repossession or return of any item of Equipment, Lessor shall sell, lease or otherwise dispose of such item in a commercially reasonable manner, with or without notice and on public or private bid, and apply the net proceeds thereof towards the amounts due under the Lease but only after deducting (i) in the case of sale, the estimated fair market sales value of such item as of the scheduled expiration of the Lease; or (ii) in the case of any replacement lease, the rent due for any period beyond the scheduled expiration of the Lease for such item; and (iii) in either case, all reasonable and necessary expenses, including reasonable legal fees, incurred in

connection therewith. Any excess net proceeds are to be retained by Lessor. Lessor may pursue any other remedy available at law or in equity. No right or remedy is exclusive of any other provided herein or permitted by law or equity; all such rights and remedies shall be cumulative and may be enforced concurrently or individually.

If Lessor is in default under this Agreement, Lessee's exclusive and sole remedy shall be (x) to terminate the applicable Lease or Financing Transaction and return the applicable items of Equipment to Lessor; and (y) to recover damages arising out of such default from Lessor, and all reasonable and necessary expenses, including reasonable legal fees, incurred in connection therewith.

**39. LESSOR'S EXPENSE.** Lessee shall pay Lessor all reasonable costs and expenses, including reasonable legal and collection fees, incurred by Lessor in enforcing the terms, conditions or provisions of this Agreement.

**40. OWNERSHIP; PERSONAL PROPERTY; LICENSED PROGRAM MATERIALS.** The Equipment under Lease is and shall be the property of Lessor. Lessee shall have no right, title or interest therein except as set forth in the Lease. The Equipment is, and shall at all times be and remain, personal property and shall not become a fixture or realty. Licensed programs that Lessee acquires and finances with Lessor remain the property of their licensor. Ownership of licensed programs is governed by the license agreement between the licensor and Lessee, and is not affected by this Agreement.

**41. NOTICES; ADMINISTRATION.** Service of all notices under the Agreement shall be sufficient if delivered personally or mailed to Lessee at its address specified in the Supplement or to IBM Credit as Lessor in care of the IBM location specified in the Supplement or invoice. Notices by mail will be effective on receipt or three (3) days after being deposited in the United States mail, duly addressed and with postage prepaid, whichever is earlier. Notices of default will be sent certified mail, or registered mail, or delivered in person and will be effective when received by the party. Notices, consents and approvals from or by Lessor will be given by the party or on its behalf by IBM and all payments will be made to IBM until Lessor notifies Lessee otherwise.

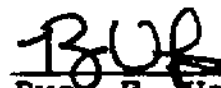
**42. LESSEE REPRESENTATION.** Lessee represents and warrants that, as of the date it enters into any Lease or Financing Transaction under this Agreement: (a) Lessee is a legal entity, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and in each jurisdiction where Equipment and Financed Items will be located, with full power to enter into this Agreement and any transactions contemplated herein; (b) this Agreement and any Lease or Financing Transaction hereunder have been duly authorized and executed by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) the execution and performance by Lessee of its obligations under this Agreement and any Lease or Financing Transaction will not violate any judgment, order, law or governmental regulation affecting Lessee or any provision of Lessee's documents of organization, or result in a breach or default of any instrument or agreement to which Lessee is a party or to which Lessee may be bound.

**43. GENERAL.** Lessee agrees to take such further action and to execute such additional documents, instruments and financing statements as Lessor shall reasonably request to complete any Lease or Financing Transaction under this Agreement or to protect Lessor's interest in the Equipment or Financed Items.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same document.

**44. APPLICABLE LAW; SEVERABILITY.** This Agreement will be governed by and construed in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall remain in effect.

Approved as to Form:



Ryan E. Werhulp  
Chief Civil Deputy PA



## IBM Credit LLC

**Term Lease Master Agreement  
Attachment for State & Local Government**

Name and Address of Lessee: **FRANKLIN COUNTY**  
~~AUDUBON~~  
 1016 N FOURTH  
 PASCO, WA 99301-3706

Agreement No.: 577R735

Branch Office Address: **IBM CREDIT LLC**  
 NORTH CASTLE DRIVE  
 ARMONK, NY 10504

Customer No.: 3521563

These terms and conditions modify those in the IBM Credit Term Lease Master Agreement and cover any Equipment and Financed Item(s) obtained by State and Local Governments and their political subdivisions as defined under Section 103 of the Internal Revenue Code of 1986, as amended. This attachment is incorporated by reference into the Term Lease Master Agreement executed by Lessee.

The following paragraphs are deleted in their entirety - 29, 36, 39 and 42.

Paragraph 8 - **LEASE NOT CANCELLABLE; LESSEE'S OBLIGATIONS ABSOLUTE** - add the following at the end of paragraph:

"Lessee agrees to duly request the appropriation of funds for all payment amounts specified in the Supplement. If the funds Lessee requests for a fiscal year are not appropriated, Lessee will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, Lessee will promptly notify Lessor, the Lease and/or Financing Transaction will terminate at the end of the last fiscal year for which funds were appropriated and Lessee will not be in default. Lessee may retain the Equipment and/or Financed Items for a reasonable period of time beyond the termination and at a monthly charge, determined by Lessor. At the conclusion of such period of time, Lessor will remove the Equipment and/or Financed Items from Lessee's location and retain all sums paid as partial payment for their use and depreciation."

Paragraph 17 - **RENEWAL** - after the second sentence add the following:

"Lessee may renew the Lease with respect to a line item of Equipment with a fair market value purchase option one or more times but any renewal term may not extend beyond five (5) years from the date of installation of the Equipment."

Paragraph 18 - **PURCHASE OF EQUIPMENT** - at the end of the paragraph add the following:

"Lessee may also purchase any line item of Equipment with one dollar (\$1) end-of-lease purchase option prior to the expiration of the Lease. Lessee must notify Lessor of Lessee's intent to purchase at least one (1) month prior to Lease expiration. The effective date of purchase must be at least one (1) month following the date of Lessee's notice to Lessor. If the date of purchase is:

a. before the second anniversary of the Rent Commencement Date, the purchase price will be determined by multiplying the Unit Purchase Price stated on the Supplement by the applicable Purchase Option Percent for the second anniversary plus all Rent due through the second anniversary date;

b. on the second anniversary date or on any subsequent anniversary date, the purchase price will be determined by multiplying the Unit Purchase Price by the Purchase Option Percent;

c. after the second but between anniversary dates, the purchase price will be prorated between the prior anniversary purchase price and the upcoming anniversary purchase price.

The applicable Purchase Option Percents are stated in the Customer Bulletin "G Prime Purchase Option Codes" (Z125-4113) which is available upon request."

Paragraph 19 - **OPTIONAL EXTENSION** - replace the second sentence with the following:

"The extension will be under the same terms and conditions then in effect, including current Rent (but for Equipment line items with a fair market value purchase option, not less than fair market rental value as determined by Lessor at the expiration of the Term) and will continue on a day-to-day basis until the earlier of termination by either party upon one (1) month prior written notice or five (5) years from the date of installation of the Equipment."

Paragraph 20 - **INSPECTION; MARKING; FINANCING STATEMENTS** - delete the last sentence and add the following to the end of the paragraph:

"Any provisions relating to signing financing statements or a power of attorney regarding the same, that may be contained in the Supplement are hereby deleted in their entirety."

Paragraph 26 - **CASUALTY INSURANCE; LOSS OR DAMAGE** - at the end of the paragraph add the following:

"Notwithstanding the above, Lessor hereby waives the \$5000 deductible for a Casualty Loss as provided for in this paragraph."

Paragraph 27 - **TAXES** - replace the entire paragraph with the following:

"All taxes on or measured by the net income of Lessor, any taxes arising under the Purchase Agreement, and any property taxes shall be for the account of Lessor. All other taxes of any description attendant to transactions under a Lease or Financing Transaction shall be for the account of Lessee, either by reimbursement of Lessor, or, at Lessor's request, directly paid by Lessee to the taxing authority."

Paragraph 30 - **GENERAL INDEMNITY** - replace the entire paragraph with the following:

"All Leases under this Agreement shall be strictly net leases. Consequently unless specifically provided otherwise in this Agreement or a Lease hereunder, claims, costs and expenses of any description arising out of this Agreement shall be for the sole account of Lessee, except that Lessor shall bear responsibility, to the extent of its fault, for claims for personal injury or real and tangible personal property damage caused by Lessor's negligence."

Paragraph 37 - **DEFAULT** - subsection (g) is deleted in its entirety.

Paragraph 43 - **GENERAL** - delete the first sentence.

Paragraph 44 - **APPLICABLE LAW; SEVERABILITY** - replace the first sentence with the following:

"Lessee's state laws shall govern this Agreement and any Leases and Financing Transactions hereunder."



**Patricia Shults**

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**From:** Toni Fulton  
**Sent:** Thursday, September 08, 2005 10:25 AM  
**To:** Patricia Shults  
**Subject:** FW: IBM Credit LLC Agreements review completed

Pat,  
Ryan returned this agreement to us – I'm sending it down to you via mail.

*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*

-----Original Message-----

**From:** Ryan Verhulp  
**Sent:** Wednesday, September 07, 2005 3:54 PM  
**To:** Kevin Scott  
**Cc:** Toni Fulton; Deborah L. Ford; Steve M. Lowe  
**Subject:** IBM Credit LLC Agreements review completed

Kevin,  
I completed review of the IBM Credit LLC Term Lease Master Agreement & Attachment for State/Local Government. I have no suggested revisions. Since there is no approved as to form signature line I will not be entering signature, and will have it forwarded immediately. Thank you.

rev

Ryan Verhulp  
Chief Civil Deputy

Franklin County Prosecuting Attorney's Office  
1016 North 4th Avenue  
Pasco, Washington 99301  
office 509.545.3543  
fax 509.545.2135  
[rverhulp@co.franklin.wa.us](mailto:rverhulp@co.franklin.wa.us)

ATTORNEY-CLIENT PRIVILEGED INFORMATION – DO NOT DISSEMINATE

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9/8/2005

## FRANKLIN COUNTY

RESOLUTION NO. 2005 375

BEFORE THE BOARD OF COMMISSONERS OF FRANKLIN COUNTY,  
WASHINGTON;

IN THE MATTER OF APPOINTMENT OF GERRY RINGWOOD TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, Position B-26 which represents Education K-12 is vacant and

WHEREAS, Gerry Ringwood, 5929 W. Metaline Ave., Kennewick, Washington 99336, has  
expressed his interest and willingness to be appointed as a member on the Workforce  
Development Council, Position B-26 Education K-12; NOW, THEREFORE,

BE IT RESOLVED that Gerry Ringwood is hereby appointed, as of July 8, 2005, to fill the  
Position B-26, which represents Education K-12, said term expiring on June 30, 2008.

Dated SEPT. 14, 2005

Attest:

Mary Withers  
Clerk to the Board

Frank H. Bink  
Chairman of the Board

David Carlson  
Member

P. Koch  
Member

Constituting the Board of Commissioners of  
Franklin County,  
Washington

cc: WDC; Gerry Ringwood; Franklin Co.

***Delegation of County Legislative Authority  
To Serve on Canvassing Board***

I, Frank H. Brock, Chairman of the Franklin County Board of Commissioners, hereby designate myself to act on the Franklin County Canvassing Board to be held **September 30 through November 29, 2005.**

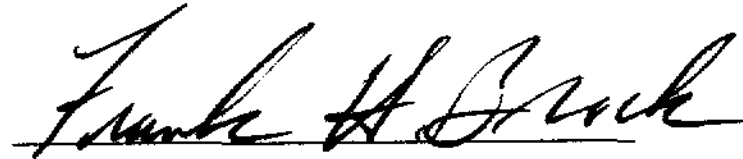
Name of Designee: **Frank H. Brock**

Title: **Commissioner**

Date and Type of Election: **September 20, 2005 Primary**  
**November 8, 2005 General**

Such delegation is made under authority of RCW 29.62, WAC 434-40-210, and in accordance with Chapter 139 of the Washington State Laws of 1995.

SIGNED this 14<sup>th</sup> day of SEPTEMBER, 2005.



Chair, Franklin County Board of Commissioners

**FRANKLIN COUNTY**  
**RESOLUTION NO. 2005 376**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AGREEMENT FOR PROVIDING SUBSTANCE ABUSE PREVENTION  
SERVICES BETWEEN ENTERPRISE FOR PROGRESS IN THE COMMUNITY  
(EPIC) AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF  
HUMAN SERVICES, #0507-PREV-EPIC**

**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 amendment as being in the best interest of Franklin County;

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

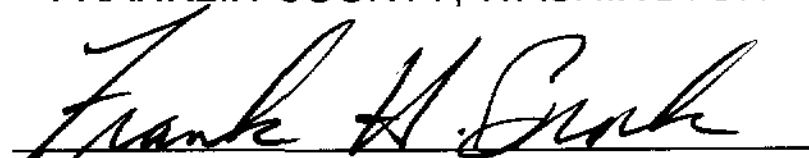
**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign Agreement #0507-PREV-EPIC.

**APPROVED** this 14<sup>th</sup> day of SEPT., 2005.


COMMISSIONERS

BOARD OF COUNTY

FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro-tem

  
Robert Koch, Member

Attest:

  
Clerk to the Board

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Substance Abuse Treatment Agreement #0507-PREV-EPIC**

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Substance Abuse Treatment Provider identified below, hereinafter referred to as the "Contractor."

Department of Human Services Contact:  
Dave Hopper, Director  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-5284

Contractor Contact:  
Raquel Foster-Rose, Youth Services Director  
Enterprise for Progress in the Community (EPIC)  
P.O. Box 9279 (2902 Castlevale Rd., Ste A)  
Yakima, WA 98909  
(509) 248-3950

For purposes of this Agreement, the Contractor is considered as:  
☒ Subrecipient ☐ Vendor

CFDA Number of Federal Funds (if any):  
93.959

Agreement Start Date:  
July 1, 2005

Agreement End Date:  
June 30, 2007

Maximum Agreement Amount:  
\$100,000

**EXHIBITS:** The following exhibits are attached and incorporated into this Agreement by reference:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Definitions                   | <input checked="" type="checkbox"/> Specific Terms and Conditions |
| <input checked="" type="checkbox"/> General Terms and Conditions  | <input checked="" type="checkbox"/> Statements of Work            |
| <input checked="" type="checkbox"/> Budget and Payment Provisions |   |
| <input checked="" type="checkbox"/> Reporting and Record Keeping  |   |

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

 7/21/05

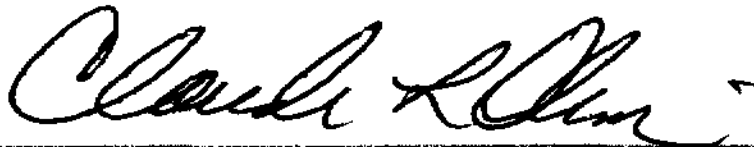
Director/Administrator

Date

Board of Directors (if applicable)

Date

For Benton County:



Benton County Commissioners

For Franklin County:



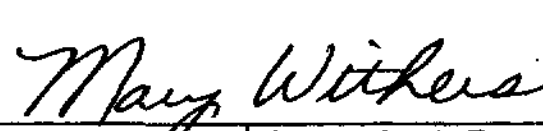
Franklin County Commissioners

9/14/05

Attest: Clerk of the Board



Attest: Clerk of the Board



Approved as to Content:

Approved as to Form:

Approved as to Form:



Department of Human Services



Benton County Prosecutor's Office



Franklin County Prosecutor's Office

2005 376

Complete document filed with Auditor

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
<b>Agreement with Enterprise for Progress in the Community (EPIC)</b> Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Agreement	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

It is the purpose of this Agreement between the Department of Human Services and EPIC to provide prevention treatment services to the youth in Benton and Franklin Counties.

### SUMMARY

**Award:** \$100,000

**Period:** July 1, 2005 through June 30, 2007

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

### RECOMMENDATION

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

### FISCAL IMPACT

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

### MOTION

To approve the agreement with EPIC, and to authorize the Chair to sign on behalf of the Board.

# FRANKLIN COUNTY RESOLUTION NO. 2005 377

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AN AGREEMENT BETWEEN LOURDES COUNSELING CENTER AND BENTON-FRANKLIN COUNTIES TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2005-07 BIENNIUM**

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

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

**NOW THEREFORE, BE IT RESOLVED** that the attached agreement between Benton-Franklin Counties Department of Human Services and Lourdes Counseling Center is hereby approved by the Board.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0507-SA-LCC.

**APPROVED** this 14<sup>th</sup> day of SEPT., 2005.

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

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

**NOW THEREFORE, BE IT RESOLVED** that the attached agreement between Benton-Franklin Counties Department of Human Services and Lourdes Counseling Center is hereby approved by the Board.

**Attest:** Neva J. Corkum  
Clerk to the Board

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

Frank H. Brock  
Frank H. Brock, Chair

Neva J. Corkum  
Neva J. Corkum, Pro Tem Chair

Robert E. Koch  
Robert E. Koch, Member

**Originals:** Auditor's Office  
Department of Human Services  
Minutes

**cc:** Resolution Notebook  
Prosecuting Attorney's Office

**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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Substance Abuse Treatment Agreement #0507-SA-LCC**

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Substance Abuse Treatment Provider identified below, hereinafter referred to as the "Contractor."

Department of Human Services Contact:  
Dave Hopper, Director  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-5284

Contractor Contact:  
Barbara Mead, Director  
Lourdes Counseling Center CD Unit  
1175 Carondelet Drive  
Richland, WA 99352  
(509) 943-9104

For purposes of this Agreement, the Contractor is considered a:

☐ Subrecipient ☒ Vendor

CFDA Number of Federal Funds (if any):

93.959

Agreement Start Date:

**July 1, 2005**

Agreement End Date:

**June 30, 2007**

Maximum Agreement Amount:

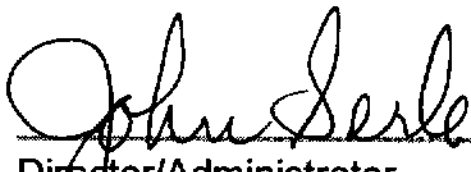
**Per Spending Plan**

**EXHIBITS:** The following exhibits are attached and incorporated into this Agreement by reference:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Definitions                   | <input checked="" type="checkbox"/> Specific Terms and Conditions |
| <input checked="" type="checkbox"/> General Terms and Conditions  | <input checked="" type="checkbox"/> Statements of Work            |
| <input checked="" type="checkbox"/> Budget and Payment Provisions | <input checked="" type="checkbox"/> Spending Plan                 |
| <input checked="" type="checkbox"/> Reporting and Record Keeping  | <input checked="" type="checkbox"/> List of Rules and Regulations |

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

  
Director/Administrator

Date

Board of Directors (if applicable)

Date

For Benton County:



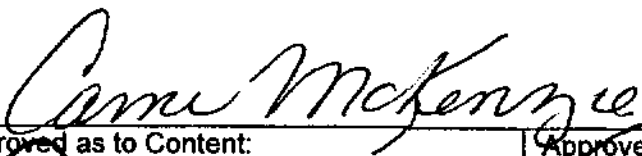
Benton County Commissioners

For Franklin County:

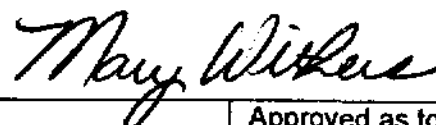
 9/14/05

Franklin County Commissioners

Attest: Clerk of the Board



Attest: Clerk of the Board

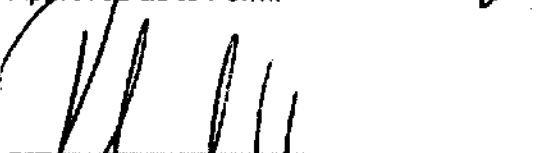


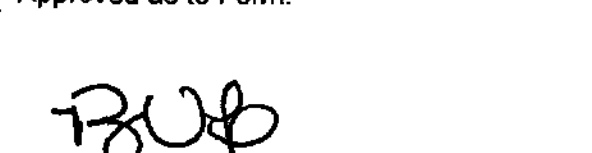
Approved as to Content:

Approved as to Form:

Approved as to Form:







Department of Human Services

Benton County Prosecutor's Office

Franklin County Prosecutor's Office

2005 377

Complete document filed with Auditor



## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
SA Agreement #0507-LCC	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Lourdes Counseling Center for substance abuse treatment services for the 2005-07 biennium.

### SUMMARY

**Award:** Maximum consideration for this program will be \$

**Period:** July 1, 2005 to June 30, 2007

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

### RECOMMENDATION

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

### FISCAL IMPACT

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

### MOTION

To approve signing Amendment #0507-SA-LCC with Lourdes Counseling Center and authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY  
RESOLUTION NO. 2005 378**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AN AGREEMENT BETWEEN CHILDREN'S DEVELOPMENTAL CENTER AND  
BENTON-FRANKLIN COUNTIES TO PROVIDE SERVICES FOR INDIVIDUALS WITH  
DEVELOPMENTAL DISABILITIES FOR THE 2005-07 BIENNIUM**

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

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

**NOW THEREFORE, BE IT RESOLVED** that the attached agreement between Benton-Franklin Counties Department of Human Services and Children's Developmental Center is hereby approved by the Board.


**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0507-DD-CDC.

**APPROVED** this 14<sup>th</sup> day of SEPT., 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
\_\_\_\_\_  
Frank H. Brock, Chair

Attest:

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

  
\_\_\_\_\_  
Clerk to the Board

  
\_\_\_\_\_  
Robert E. Koch, Member

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Developmental Disabilities Services Agreement #0507-DD-CDC**

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Substance Abuse Treatment Provider identified below, hereinafter referred to as the "Contractor."

Department of Human Services Contact:  
Dave Hopper, Director  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-5284

Contractor Contact:  
Cathy Tames, Executive Director  
Children's Developmental Center  
1549 Georgia Ave SE, Suite A  
Richland, WA 99352  
(509) 735-1062

For purposes of this Agreement, the Contractor is considered a:  
☐ Subrecipient ☒ Vendor

CFDA Number of Federal Funds (if any):  
N/A

Agreement Start Date:  
July 1, 2005

Agreement End Date:  
June 30, 2007

Maximum Agreement Amount:  
Per Spending Plan

**EXHIBITS:** The following exhibits are attached and incorporated into this Agreement by reference:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Definitions                   | <input checked="" type="checkbox"/> Payment and Reporting Provisions |
| <input checked="" type="checkbox"/> General Terms and Conditions  | <input checked="" type="checkbox"/> Statement of Work                |
| <input checked="" type="checkbox"/> Specific Terms and Conditions | <input checked="" type="checkbox"/> Spending Plan                    |

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

C. Tames 7.28.05  
Director/Administrator Date

[Signature]  
Board of Directors (if applicable) Date

For Benton County:

Claudia R. Oliver  
Benton County Commissioners

For Franklin County:

Frank A. Brink 9/14/05  
Franklin County Commissioners

Attest: Clerk of the Board

Carrie McKenney

Attest: Clerk of the Board

Mary Withers

Approved as to Content:

[Signature]  
Department of Human Services

Approved as to Form:

[Signature]  
Benton County Prosecutor's Office

Approved as to Form:

[Signature]  
Franklin County Prosecutor's Office

2005 378

Complete document filed with Auditor

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
<b>Agreement #0507-CDC</b>	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 <sup>st</sup> Discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

### BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Children's Developmental Center for services for individuals with developmental disabilities for the 2005-07 biennium.

### SUMMARY

FRANKLIN COUNTY

ACTION SUMMARY COVER SHEET

**Award:** Maximum consideration for this program will be \$186,744.00

**Period:** July 1, 2005 to June 30, 2007

**Funding Source:** Division Developmental Disabilities

Agreement #0507-CDC

### RECOMMENDATION

Prepared By: Carol Carey

☒ Sign the resolution to accept the proposed agreement.

☒ Approve the proposed agreement by signing all the copies where indicated.

### FISCAL IMPACT

Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve signing Amendment #0507-DD-CDC with Children's Developmental Center and authorize the Chair to sign on behalf of the Board.

☒ Sign the resolution to accept the proposed agreement.

☒ Approve the proposed agreement by signing all the copies where indicated.

### FISCAL IMPACT

Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

### MOTION

To approve signing Amendment #0507-DD-CDC with Children's Developmental Center and authorize the Chair to sign on behalf of the Board.

# FRANKLIN COUNTY RESOLUTION NO. 2005 379

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: AN AGREEMENT BETWEEN UNITY COUNSELING SERVICES AND BENTON-FRANKLIN COUNTIES TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE 2005-07 BIENNIUM**

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

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


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

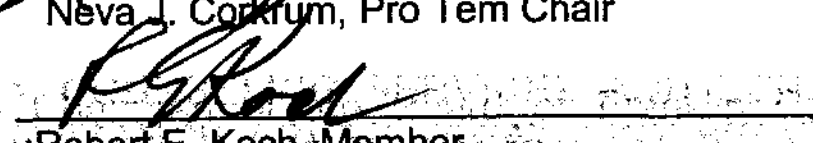
**BE IT FURTHER RESOLVED** that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #0507-SA-UCS.

**APPROVED** this 14<sup>th</sup> day of SEPT., 2005.

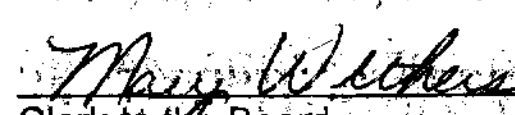
**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Pro Tem Chair

  
Robert E. Koch, Member

Attest:

  
Clerk to the Board

Originals: Auditor's Office  
Department of Human Services  
Minutes

cc: Resolution Notebook  
Prosecuting Attorney's Office

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Substance Abuse Treatment Agreement #0507-SA-UCS**

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Substance Abuse Treatment Provider identified below, hereinafter referred to as the "Contractor."

Department of Human Services Contact:  
Dave Hopper, Director  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-5284

Contractor Contact:  
Virginia Rickertsen, Director  
**Unity Counseling Services**  
303 N. 20th  
Pasco, WA 99301  
(509) 547-9545

For purposes of this Agreement, the Contractor is considered a:  
☐ Subrecipient ☒ Vendor

CFDA Number of Federal Funds (if any):  
93.959

Agreement Start Date:  
**July 1, 2005**

Agreement End Date:  
**June 30, 2007**

Maximum Agreement Amount:  
Per Spending Plan

**EXHIBITS:** The following exhibits are attached and incorporated into this Agreement by reference:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Definitions                   | <input checked="" type="checkbox"/> Specific Terms and Conditions |
| <input checked="" type="checkbox"/> General Terms and Conditions  | <input checked="" type="checkbox"/> Statements of Work            |
| <input checked="" type="checkbox"/> Budget and Payment Provisions | <input checked="" type="checkbox"/> Spending Plan                 |
| <input checked="" type="checkbox"/> Reporting and Record Keeping  | <input checked="" type="checkbox"/> List of Rules and Regulations |

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

 7-16-05

Director/Administrator

Date

Board of Directors (if applicable)

Date

For Benton County:



Benton County Commissioners

For Franklin County:

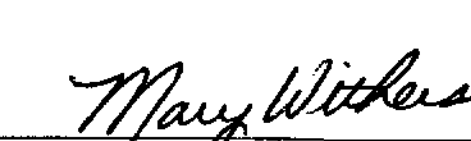
 9/14/05

Franklin County Commissioners

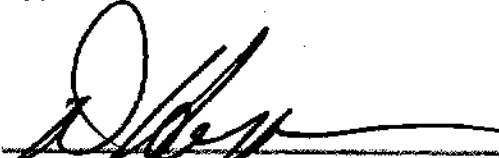
Attest: Clerk of the Board



Attest: Clerk of the Board



Approved as to Content:



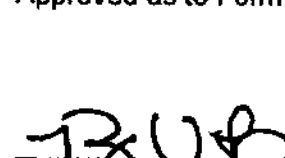
Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

Approved as to Form:



Franklin County Prosecutor's Office

2005 379

Complete document filed with Auditor

## FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0507-UCS	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Unity Counseling Services for substance abuse treatment services for the 2005-07 biennium.

### SUMMARY

**Award:** Maximum consideration for this program will be \$

**Period:** July 1, 2005 to June 30, 2007

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

### RECOMMENDATION

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

### FISCAL IMPACT

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

### MOTION

To approve signing Amendment #0507-SA-UCS with Unity Counseling Services and authorize the Chair to sign on behalf of the Board.

# OUT-OF-STATE TRAVEL REQUEST

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

Name: Fred H. Bowen  
 Dates: September 19 - 23, 2005  
 Destination: Vancouver, WA  
 Purpose: WSAC Fall Conference/CPO/WCAA Conference  
 Account/Budget # 001-000-680, 511.00.43.0002

## ESTIMATED EXPENSE

Mileage \_\_\_\_\_ Miles @ \_\_\_\_\_ Per Mile \$ \_\_\_\_\_  
 Meals..... \$ 160.00  
 Lodging..... \$ 470.93  
 Registrations, Fares ..... \$ Pre-paid  
 Supplies ..... \$ \_\_\_\_\_  
**TOTAL** ..... \$ 630.93

Recommended: \_\_\_\_\_ 9/14/05  
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

SEPT. 14, 2005  
Frank H. Bowen, Chair  
Thomas J. Lockman, Member  
Phon, Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____


Received by: \_\_\_\_\_




September 14, 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, 09/14/2005 ,  
move that the following warrants be approved for payment

FUND	WARRANT	AMOUNT
<b>Salary Clearing Payroll:</b>		
	38277--38365	151,399.45
	38366-38371	44,623.01
	Direct Deposit	<u>213,022.89</u>
	<b>Total</b>	<b><u><u>\$409,045.35</u></u></b>

In the amount of \$ **409,045.35** . The motion was seconded by 

and passed by a vote of **3** to **0** .

**Emergency Mgmt Payroll:**

7430-7436	\$2,984.77
7437-7440	1,074.55
Direct Deposit	<u>7,350.48</u>
<b>Total</b>	<b><u><u>\$11,409.80</u></u></b>

**Irrigation Payroll:**

11085-11099	\$7,485.11
11100-11103	\$1,052.61
Direct Deposit	<u>0.00</u>
<b>Total</b>	<b><u><u>\$8,537.72</u></u></b>

September 14, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

September 14, 2005

Ms. Zona Lenhart  
Franklin County Auditor  
1016 North 4th Avenue  
Pasco, WA 99301-3706

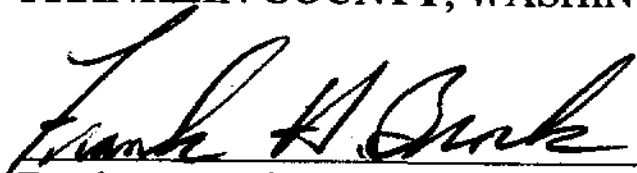
Re: **Voucher/Warrant and Payroll Release Authorization for September 30, 2005**

Dear Zona:

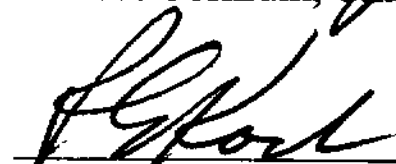
Your office is hereby authorized to release payroll checks for September 30, 2005, on that date without motion by the Board of County Commissioners, as there is no Board meeting scheduled until October 3, 2005. Payroll will be reviewed at the October 3<sup>rd</sup> meeting.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

cc: Accounting Department  
File/LB



# FRANKLIN COUNTY

## PUBLIC WORKS DEPARTMENT

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

DATE: September 14, 2005  
 TF-05-080

TO: Board of County Commissioners  
 Franklin County, Washington

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

SUBJECT: **CRP 582 Dilling Lane Bridge**

Consider this our formal request for your concurrence and authorization to offer "Just Compensation" to the following individual(s):

<u>Parcel No.</u>	<u>Name</u>	<u>Land Conveyed</u>	<u>Temporary Construction Easement</u>	
582-01	Paul Herrman (etal) #109-760-181	\$150.00 (0.05 acres)	\$195.00 (0.13 acres)	<b>Total \$345</b>
582-02	Sonland Farms, L.L.C. 109-760-065	\$150.00 (0.05 acres.)	\$165.00 (0.11 acres)	<b>Total \$315</b>
			<b>Total</b>	<b><u>\$660.00</u></b>

Dated the 14 day of September, 2005.

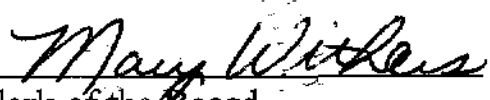
Recommended:

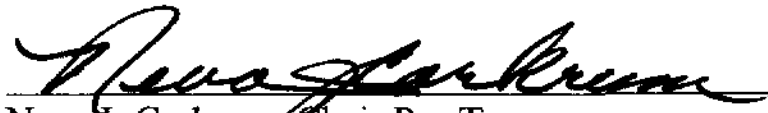
  
 Tim Fife, P.E.  
 Public Works Director/County Engineer

Approved:

  
 Frank H. Brock, Chair

Attest:

  
 Clerk of the Board

  
 Neva J. Corkrum, Chair Pro Tem

  
 Robert E. Koch, Member

**FRANKLIN COUNTY**  
**PUBLIC WORKS DEPARTMENT**  
1011 Main Street • P.O. Box 1000 • Franklin, MA 01701

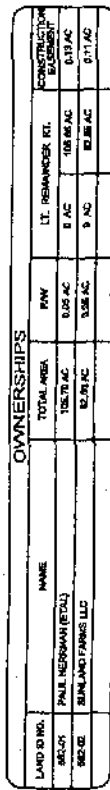
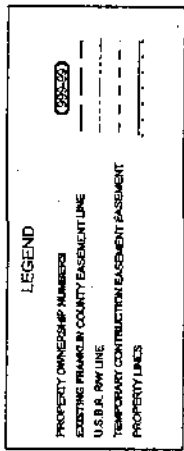
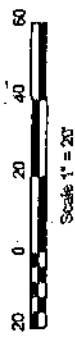


EXHIBIT II  
September 14, 2005

[illegible]



N  
↓

September 14, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

September 14, 2005

Mr. Vyrle Hill, Executive Director  
Washington Counties Risk Pool  
205 Clark Place S.E.  
Olympia, WA 98501-4062

RE: **Conditional Notice of Intent to Withdraw**

Dear Vyrle:

As per the provisions of the Interlocal Agreement between Franklin County and the WCRP, please let this service as notice of our intent to withdraw effective next fiscal coverage year, October 1, 2006.

The Interlocal Agreement dated September 21, 1988, Article 16 (b) provides that entities can give Notice of Intent to Withdraw, provided it has given the Pool a twelve-month written notice. Please note that this notification is conditional, and fully revocable.

Franklin County has been satisfied with your services. This is just to review other options, and what is in the best interest of our County. We understand this letter does not bind the County to anything other than shopping the market.

Thank you again for your service to Franklin County.

Sincerely,

FRANKLIN COUNTY  
BOARD OF COMMISSIONERS

  
Frank H. Brock, Chair

**OPPOSED**

Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

cc: Steve Lowe, Franklin County Prosecuting Attorney



RESOLUTION ADOPTING THE 2006 } RESOLUTION1PCB05  
BUDGET FOR THE FRANKLIN COUNTY }  
HORTICULTURAL PEST AND DISEASE }  
CONTROL BOARD }

WHEREAS public meetings were held August 1, 2005 and September 12, 2005 at which times the Board reviewed and adopted the Franklin County Horticultural Pest and Disease Control Board budget for 2006

IT IS HEREBY RESOLVED that the Directors of the Franklin County Horticultural Pest and Disease Control Board adopt and set its budget expenditures as follows:

10 Salaries and wages	\$61645
20 Personnel Benefits	8600
30 Supplies	4970
40 Other Services	63083
60 Capital Outlay	13500
90 Interfund Expenses	<u>500</u>

TOTAL \$152298

IT IS FURTHER RESOLVED that revenue sources be set as follows;

Assessments	
\$1.50 x 22788 taxable parcels	\$34183
(Excluding Range, Dry, and Gov't lands)	
\$4.00 x 19567 acres of tree fruit	78268
Estimated Fund Balance	<u>39847</u>

TOTAL \$152298

Dated this 12th day of September, 2005

Respectfully submitted



Kenneth M. Benson, Chairperson

Franklin County Horticultural Pest and Disease Control Board

## 2006 BUDGET

FRANKLIN COUNTY HORTICULTURAL  
PEST AND DISEASE CONTROL BOARD

FUND/DEPT. 646-000-001

## 2006 EXPENDITURES

539.20.00

539.20.10 SALARIES AND WAGES

0010 COORDINATOR 36230

0020 PT.TIME INSPECTOR 15140

0030 PT.TIME INSPECTOR 10275

539.20.10 TOTAL SALARIES AND WAGES 61645539.20.20 PERSONNEL BENEFITS

0001 SOCIAL SECURITY 4900

0002 INDUSTRIAL INSURANCE 3700

539.20.20 TOTAL PERSONNEL BENEFITS 8600539.20.30 SUPPLIES

31 OFFICE&amp;OPERATING SUPPLIES 1000

32 GASOLINE &amp; OIL 3970

539.20.30 TOTAL SUPPLIES 4970539.20.40 OTHER SERVICES & CHARGES

41 PROFESSIONAL SERVICES-ENFORCEMENT 21083

42 COMMUNICATIONS 1500

43 TRAVEL 1000

44 ADVERTISING 5000

45 RENT 2000

46 INSURANCE 2500

48 REPAIR &amp; MAINTENANCE 3000

49 MISCELLANEOUS

0001 TREE REPLACEMENT PROGRAM 24000

0002 STARLING TRAP PROGRAM 3000

539.20.40 TOTAL OTHER SERVICES & CHARGES 63083539.20.60 CAPITAL OUTLAY

0001 VEHICLE RESERVE 12000

64 MACHINERY &amp; EQUIPMENT 1500

539.20.60 TOTAL CAPITAL OUTLAY 13500539.20.90 INTERFUND PAYMENT FOR SERVICES 500539.20.00 TOTAL EXPENDITURES 152298



FRANKLIN COUNTY HORTICULTURAL  
PEST AND DISEASE CONTROL BOARD

FUND/DEPT.646-000-001

## 2006 REVENUES

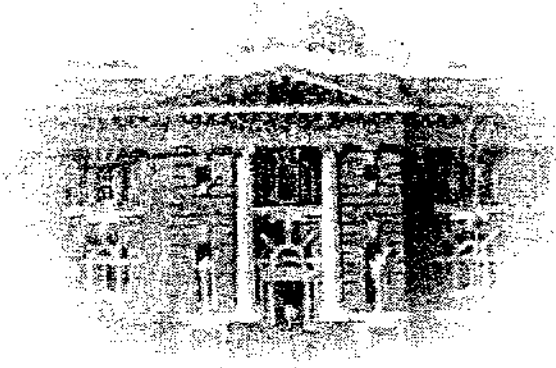
ASSESSMENTS	
\$1.50 X 22788 TAXABLE PARCELS (EXCLUDING RANGE, DRY AND GOV'T LANDS)	34183
\$4.00 X 19567 ACRES OF TREE FRUIT	78268
FUND BALANCE	39847
<u>TOTAL REVENUES</u>	<u>152298</u>

September 14, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

September 14, 2005

Attorney General Rob McKenna  
PO Box 40100  
1125 Washington Street SE  
Olympia WA 98504-0100

**RE: ATTORNEY GENERAL STATEWIDE OPEN GOVERNMENT FORUMS**

Dear Mr. McKenna:

As you develop the new model rules on public disclosure, we ask you to consider the county structure in formulating the rules. It is not feasible for the counties to have a single public records officer. One concern is the cost to counties. A second concern is that there are many elected officials in the county who should have the right to decide what is public record under the law, particularly in the law enforcement and prosecutor's offices.

We do realize the need for release of public records and our county regularly complies with public records requests. The prosecutor's office has two (2) deputies who spend a significant amount of their time responding to requests for public records.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

cc: Franklin County Elected Officials  
File/LB

**FRANKLIN COUNTY RESOLUTION NO. 2005-380**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: FRANKLIN COUNTY AUTHORIZES \$780 DONATION TO THE PARISH AND COUNTY FAMILY FUND FOR THE VICTIMS OF HURRICANE KATRINA**

**WHEREAS**, Hurricane Katrina could be the worst natural disaster to ever hit our country; and

**WHEREAS**, victims of Hurricane Katrina are attempting to recover from the massive storm; and

**WHEREAS**, our thoughts and hearts go out to all of those affected by Hurricane Katrina; and

**WHEREAS**, American Red Cross volunteers have been deployed to the hardest hit areas of Katrina's destruction, supplying hundreds of thousands victims left homeless with critical necessities; and

**WHEREAS**, the National Association of Counties (NACo) has established the **Parish and County Family Fund** to collect funds to help parishes and counties in the hardest hit states; and

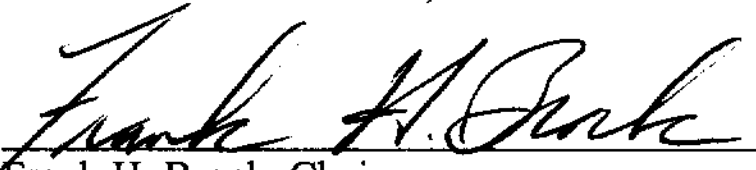
**WHEREAS**, by making a financial gift to the **Parish and County Family Fund** operation, NACo can assist in providing shelter, food, counseling and other assistance to those in need; and

**WHEREAS**, Franklin County desires to contribute the equivalent to membership dues paid to NACo;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of County Commissioners hereby authorizes a \$780 donation to the **Parish and County Family Fund** for the victims of Hurricane Katrina, from the 2005 Non-Departmental Budget, Number 001-00-700, line item 519.90.49.0004 (Dues).

**APPROVED** this 14<sup>th</sup> day of September 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
NACo

cc: Accounting  
WSAC