

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for September 19, 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; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Bob Koch, Member, was absent on personal business.

OFFICE BUSINESS

Secretary Bridgette Scott met with the Board. Also present: Maintenance Supervisor John Gessel and employee Jeremy Blasdel.

New Employee

Mr. Gessel introduced Jeremy Blasdel to the Board as a new county employee.

Consent Agenda

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

1. Approval of **joint Resolution 2005-381** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and J&J Security, with an expiration date of December 31, 2006. (Exhibit 1)
2. Approval of **joint Resolution 2005-382** in the matter of the Benton-Franklin Counties Juvenile Justice Center reclassification of Counselor I positions and reduction in force. (Exhibit 2)

Second by Mr. Brock. 2:0 vote in favor.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of payment of the following vouchers/warrants: Current Expense warrants 46796 through 46803 for \$8342.26; Current Expense warrants 46804 through 46823 for \$15,149.64; Current Expense warrants 46824 through 46844 for \$39,000.56; Current Expense warrants 46845 through 46861 for \$12,892.91; Grand Old 4th warrant 79 for \$2517.00; Crime Victims warrant 321 for \$2281.38; Courthouse Facilitator warrant 52 for \$1350.00; and Current Expense warrants 46862 through 46878 for \$3375.31; for a total amount of \$84,909.06. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 3)

PLANNING AND DEVELOPMENT DEPARTMENT

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Planning Director Jerrod MacPherson and Assistant Director Greg Wendt met with the Board.

Final Approval Short Plat SP 2005-07, Jim Winebarger / Judith and Jean Gassman

Motion – Mrs. Corkrum: I move for final approval of Short Plat 2005-07 for Jim Winebarger / and Judith and Jean Gassman. This is Resolution 2005-383. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 4)

Public Meeting: Subdivision SUB 2005-02, for applicant Ron Olin – a subdivision application to divide approximately 9.93 acres into eight single-family residential lots within the Residential Suburban 40,000 (RS-40) Zoning District. The land is located within the Pasco Urban Growth Boundary. (Preliminary Plat of Olin Hills)

Public Meeting convened at 9:15 a.m. Present: Commissioners Brock and Corkrum; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 5)

Mrs. Corkrum expressed her concern about having only one entrance and exit into the plat. The planners said the Public Works Department has reviewed the application and felt the one entrance and exit is fine for eight lots.

One lot has a large section of a drainage easement for the Army Corps of Engineers. Mrs. Corkrum asked if the drainage is still needed. The planners have discussed it with other agencies. Some maps are expected to be updated in the next several years.

Mr. MacPherson said city water and sewer is available if the owner(s) choose to use it. It will cost about \$10,000 to connect to city water and sewer.

Mr. Wendt reviewed the Conditions of Approval.

Mr. Brock asked if the homes will be stick-built. Mr. MacPherson said as currently proposed, these will be stick-built homes. Beginning October 12, the law will change allowing any type of home to be built including manufactured homes. The proposed zoning regulations language is drafted to require that all homes have an

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architecturally integrated garage or site-built garage. Those regulations will be coming before the Board shortly.

Motion – Mrs. Corkrum: I move for preliminary approval for subdivision application SUB 2005-02 subject to the six findings of fact and nine conditions. This is Resolution 2005-384. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 6)

Recessed at 9:32 a.m.

Reconvened at 9:36 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Travel for Grand Old 4th

Mr. Bowen asked for approval of an inter budget transfer from Contingency into the Commissioners staff travel line item. The money will be reimbursed when CTED funds are received.

Motion – Mrs. Corkrum: I move for approval of inter budget transfer of \$8600 from Contingency to Commissioners staff travel line item as the resolution says. This is Resolution 2005-385. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 7)

Memorandum of Agreement, Addendum to 2003-2005 Collective Bargaining Agreement with United Steel Workers, Local 12-369 (Sheriff's Clerical and Dispatch Employees)

The union accepted 40 hours of contractual leave.

Motion – Mrs. Corkrum: I move for approval of Resolution 3005-386. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 8)

Property Near TRAC

Mr. Bowen asked if the Board would like to have an appraisal done on the commercial county property near TRAC. Mr. Brock said an appraisal does not tell us anything other than an appraiser's conservative opinion. Mrs. Corkrum is not interested in doing an appraisal if we're going to go to auction. The Board thinks a minimum amount can be set without an appraisal for property value prior to selling the property.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

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Vouchers

Motion – Mrs. Corkrum: I move for approval of vouchers for County Road Fund of \$125,181.11; MV & PW Equipment for \$28,505.92; Solid Waste for \$727.21; and Probation Work Crew for \$251.91. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 9)

INFORMATION SERVICES (IS)

IS Director Kevin Scott met with the Board.

Courthouse Building Access

Mr. Scott asked for approval of two purchase orders for equipment and installation of a security system at the courthouse. The amount is about \$5000 under the estimate given several years ago. The technology has changed and the model numbers have changed. It is a one-time purchase. The funds were budgeted in the courthouse restoration construction budget. Mr. Scott said the system has a human resources module so the Human Resources staff can remove a staff member's name from the system when they leave county employment. The security system currently in place has no company support and has had several failures. With the new system, we will print out ID cards that will be shown at the door rather than having to punch in numbers. Employees could also use keys to get in doors. The new system includes panic buttons.

Motion – Mrs. Corkrum: I move we purchase from Advanced Protection Services for our security system at the courthouse for the amount of \$20,180.37 and the equipment for \$5114.32. This is Resolution 2005-387. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 10)

Surplus Property

Motion – Mrs. Corkrum: I move for approval of Resolution 2005-388, the disposal of computer hardware. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 11)

Recessed at 10:06 a.m.

Reconvened at 10:25 a.m.

ASSESSOR

Assessor Steve Marks met with the Board.

Department Update

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There have been 1125 new houses in 2005 through the middle of August. Parcel growth is almost 25,000 as of the end of August. New construction value is \$214 million in new value in 2005. This will equate to roughly \$380,000 for Current Expense. The assessed value growth in Franklin County was \$2 billion in value in 2000 and is now almost \$3 billion in value.

Revaluation of the irrigation blocks has been completed. Out of about 7000 revaluation notices, at this point in time we have 28 appeals. The next revaluation cycle is central Pasco from Road 20 to the east.

Hand-held computers

The four assessors in the Assessors Office are using four used hand-held computers from Douglas County. If they work, we will decide whether to buy the used computers at a cost of about \$300 each. A new hand-held computer costs about \$2500. Mrs. Corkrum said if we buy the used ones and they will work for a year or two, we should think about replacing them with new ones. Mr. Marks said all the information can be downloaded onto the computers from the desk computers in the office.

Assessment information

Mrs. Corkrum requested that Mr. Marks provide a simple explanation of how taxes are assessed. Mr. Marks explained how taxes are assessed and collected based on valuation rates and levy rates. He will provide a spreadsheet and information to the Board.

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Contracts

The Board and Mr. Verhulp discussed briefly some contract work that is occurring.

Claims

The Prosecutor's Office will respond within the 20 days allocated to the James Stewart lawsuit in U.S. District Court. Two subsequent claims have come in related to the same topics involving arrests taking place through standard stops of the Sheriff's

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Office. Mr. Verhulp will be evaluating the claims. They are also coming in the form of court pleadings.

Another new claim was received from a Bellevue personal injury attorney involving a claim of a former employee of the county corrections office for \$5 million. The Prosecutor's Office will be assessing the claim.

TRAC

TRAC Manager Troy Woody met with the Board.

La Familia Aguilar Event October 9th

The Aguilar family is one of the most popular groups in Mexico and has been booked by Noe Gonzalez at TRAC on October 9th. TRAC is expecting about 6000 people to attend.

TRAC Center references

Mr. Woody said in our marketing materials, we're going to start referring to the "TRAC Center." He is aware that TRAC is the legal name and cannot be changed. The Board gave verbal approval to use "TRAC Center."

Competition question

Custer Enterprises is coming in early November with a very large Christmas arts and crafts show. Another customer would like to book the AmeriSuites space at the same time. Mr. Woody asked can I say based on the fact we believe this is in direct conflict with an existing customer, we cannot rent to you? The Board gave approval.

AUDITOR

Auditor Zona Lenhart and Connie Curiel met with the Board.

Accounting Software

Ms. Lenhart asked for approval to purchase a second package of signature software for signing checks. The original software is working well but ties up a computer so nothing else can be done on the computer at the time it is running. The cost is \$752.69. The company is giving us a cost break because we already have one. The additional software is needed for a backup unit as well.

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Ms. Lenhart said it could be paid for from the Non-departmental budget because it is used for the whole county or it could be paid for from document recording fees that are collected as a 50 cent administration fee for administering Affordable Housing funds. The administration fee has no strings attached to it. The fund currently has about \$7000 in the account.

Motion – Mrs. Corkrum: I move for approval. Second by Mr. Brock. 2:0 vote in favor.

The Board said the funds will come from the Affordable Housing money administration fee rather than the Non-Departmental budget. Resolution 2005-389 was assigned (Exhibit 12).

Commissioners O&M Funds

Ms. Lenhart said the Commissioners O&M funds receive \$1 of recording fees since July. The money can be used for imaging and indexing Commissioners documents. She expects about \$7000 to be taken in for 2005.

Elections

The Auditor's Office is working on laws regarding the election absentee process.

JUVENILE JUSTICE CENTER (JJC)

The Board held a conference call with JJC Director Sharon Paradis.

Family Treatment Court

The JJC received notice that it will receive a three-year \$450,000 grant to run a Family Treatment Court for drug court program for parents who are in the dependency process. This is separate from the Juvenile Drug Court and Adult Drug Court. The funding is for about \$150,000 per year.

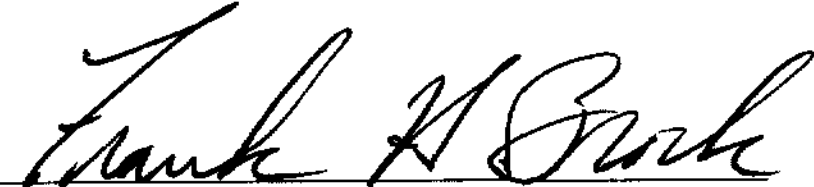
After the conference call concluded, Mrs. Corkrum stated that once the grant is gone, the program will not continue unless there are available funds.

Adjourned at 11:50 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until September 21, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed October 5, 2005.

JOINT RESOLUTION

05 573

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2005 381

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

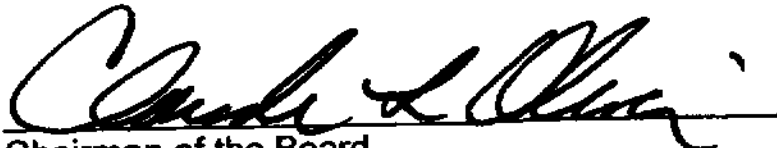
IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND J & J SECURITY, and

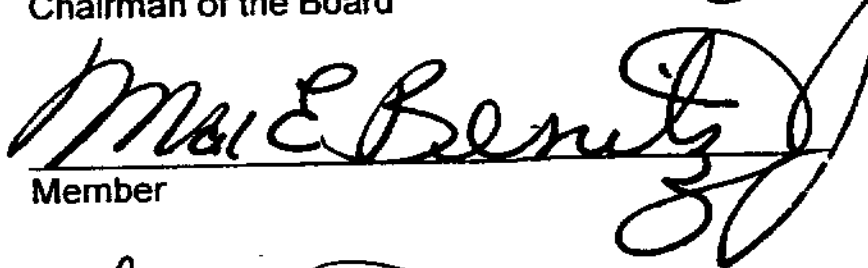
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Person Services Contract between J & J Security, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing upon execution by the Counties and terminating on December 31, 2006, NOW, THEREFORE

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

DATED this 12th day of September 2005.

BENTON COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Member



Member
Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:


Clerk of the Board

DATED this 19th day of September 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Chairman Pro Tem

ABSENT

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:


Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT FOR SECURITY SERVICES FOR BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-Counties agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (jointly, "Counties") and J & J Security ("Contractor"), with its principal offices at PO Box 4459, West Richland, WA 99353-4459.

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

1. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the Counties and shall expire on December 31, 2006. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform services as follows:

A. Security Services:

- (1) The Contractor shall perform security services to maintain a safe work environment for staff and clients of the Counties.
- (2) The Contractor shall provide one full time, regular or reserve, commissioned Police Officer, who is current with all training, to serve as a Security Officer, to keep order, and to maintain the control needed as follows:
 - a. Benton-Franklin Counties Juvenile Justice Center lobby area;
 - b. Benton-Franklin Counties Juvenile Justice Center first and second courtrooms;
 - c. Benton-Franklin Counties Juvenile Justice Center hallways and offices; and

- d. Surrounding outside premises of Benton-Franklin Counties Juvenile Justice Center, with the exception of the Detention area;
- (3) The Contractor shall provide an additional Security Officer or Officers, as needed, for high-risk hearings, as determined by the Counties, or as requested by the Counties for reasonable and agreeable needs;
- (4) The Contractor shall provide training and drills, so that all staff at the Counties will know what to do in the event of an emergency, as outlined by the Counties' policy (e.g., hostage situation); and
- (5) The Contractor shall provide one on site course for the Counties staff at the Counties, up to three hours in length, to be given as requested by the Counties, in "Critical Incident Emergency Management" and "How to Avoid and Escape High Risk Incidents";
- (6) The Counties agree to:
 - a. cooperate and assist Security Officers in order to maintain safety, which may include sharing information of known or suspected threats;
 - b. provide court docket and advanced notice when the second courtroom will be used; and
 - c. provide advance notice when high-risk hearing or other situations that arise that might require additional security needs or staffing.

B. Screening Station Services:

The Contractor shall:

- (1) Monitor the main entrance at the Juvenile Justice Center during assigned hours so as to protect the employees of the Counties, and the public in the Juvenile Justice Center;
- (2) Provide one, full time, regular or reserve, commissioned Police Officer, who is current with all training, to serve as a Security/Screening Officer, to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center, during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM except on holidays established by the Benton-Franklin Counties Superior Court;
- (3) Provide one, part time, Screener to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center, Monday through Friday, 8:00 AM to 10:00 AM and 12:30 PM to 2:30 PM, unless hours are adjusted by agreement of the Juvenile Court Administrator and the Contractor, except on holidays established by the Benton-Franklin Counties Superior Court;

- (4) Provide additional Screeners, as needed, for extended hours or as requested by Counties for reasonable and agreeable needs;
- (5) Direct the public through the screening station;
- (6) Monitor the public and watch and report any disturbances and/or potential disturbances;
- (7) Perform pat-down searches of clients entering the Counties facility, as Security Officer deems necessary, to prevent weapons being brought into the facility;
- (8) Perform any and all other duties as assigned by the Counties and agreed upon by the Counties and the Contractor.
- (9) Ensure that screening staff have been fully trained in the operation of the screening station and that screening staff have read and are familiar with the attached Benton-Franklin Counties Juvenile Justice Center Security Procedures; and
- (10) Maintain training records of each screening staff and make those records available to the Counties upon request.

C. Consultation:

The Contractor shall provide consultation with the Counties' staff and management on any security matters as needed or requested by the Counties.

D. Transport Services:

- (1) Contractor shall transport high and low risk Juvenile Justice Center clientele from various locations to Counties for court and other needs.
- (2) The Counties shall furnish a cage vehicle to Contractor for the express purpose of transport needs.
- (3) The Counties shall ensure that all vehicle insurance requirements are met and remain in full force and effect for the transport cage vehicle.
- (4) The Counties shall provide a cage car for transporting juvenile offenders.
- (5) The Counties shall provide at least one (1) day's notice of need to transport youth from Detention for appointments, courts, etc.

E. The Contractor shall provide a signed release authorizing the Counties to obtain driving records from the Washington State Department of Motor Vehicles and/or Licensing and to provide certificates of training for each security officer.

F. The Contractor agrees to provide its own labor and materials. Unless otherwise

provided for in the Contract, no material, labor, or facilities will be furnished by the Counties.

- G. The Contractor shall perform the work specified in the Contract according to standard industry practice.
- H. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- I. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. CONTRACT REPRESENTATIVES

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

- A. For Contractor: **Clyde Joseph Munday,
Owner of J & J Security
PO Box 4459
West Richland WA 99353-4459**
- B. For Counties: **Sharon Paradis,
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336**

4. COMPENSATION

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

- A. Regular security (8:00 a.m. through 5:00 p.m.) rate of \$5,289.00 per month (includes lunch).
- B. The rate of \$27.55 per hour will be charged for any security coverage prior to 8:00 a.m. and/or after 5:00 p.m., or if a second security officer is needed to provide security coverage to the second courtroom, dependency hearings or parent pay court coverage, as needed.
- C. The rate of \$18.50 per hour will be charge for a full time, regular or reserve, commissioned Police Officer to serve as a Security /Screening Officer, to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center.
- D. The rate of \$14.50 per hour will be charged for a part time Screener to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center.

- E. The rate of \$14.50 per hour will be charged for any additional Screeners as requested by Counties for reasonable and agreeable needs
- F. Local and High Risk transport rate of \$25.75 per hour.
- G. Low Risk transport rate of \$14.55 per hour.
- H. Tracking service rate of \$22.50 per hour.
- I. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- J. The Contractor may submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- K. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- L. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- M. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

6. **HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor's shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the

performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

7. INSURANCE

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

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

- B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all

rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** The Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be not more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- D. **Automobile Liability:** The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Contractor waives all rights against the Counties for recovery of damages to the extent they are covered by business auto liability.

E. **Other Insurance Provisions:**

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional insured with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverage shall be mailed to the Counties at the following addresses:

Juvenile Court Administrator
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336-1388
- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County's Risk Manager.
- (7) If Contractor is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to Benton County. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

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

only for the costs of services accepted by The Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

- A. The Contractor's services shall be furnished by the Contractor as an independent Contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.

- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

12. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. BACKGROUND CHECK / SEXUAL MISCONDUCT

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

A. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees and subcontractors who may or will have regular access to any client/juvenile.
- (2) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees and subcontractors who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

- (1) The Contractor shall ensure all employees and subcontractors are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

17. CONFIDENTIALITY

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

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

19. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

20. SEVERABILITY

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

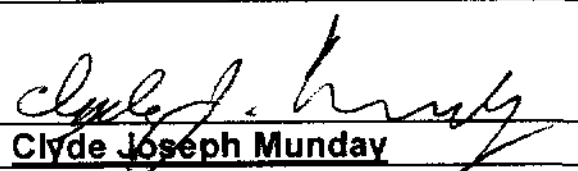
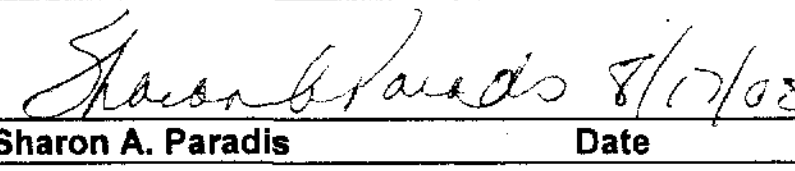
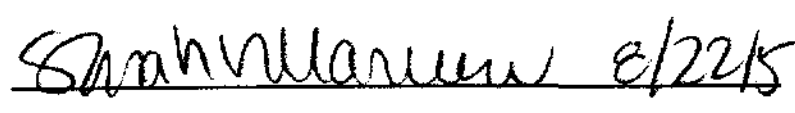
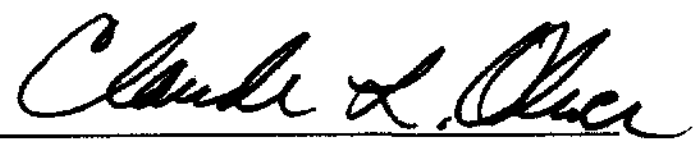
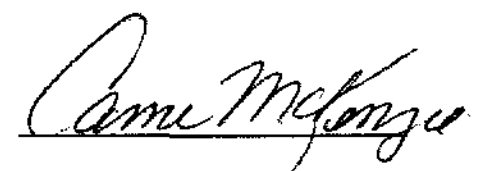
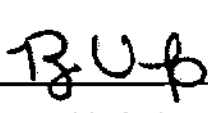
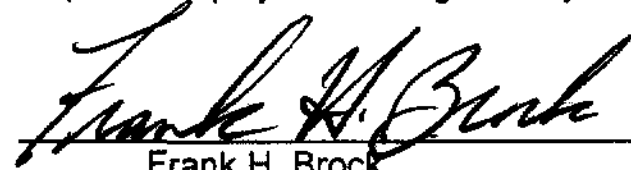
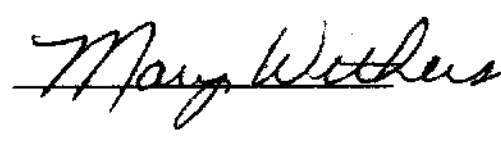
21. ENTIRE AGREEMENT

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

22. NOTICES

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

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

| | |
|---|--|
| J & J Security | Benton Franklin Counties Juvenile Justice Center |
|  |  |
| Clyde Joseph Munday | Sharon A. Paradis |
| Date | Date |
| <p style="text-align: center;">BENTON COUNTIES APPROVAL</p> <p>Approved as to Form:</p>  <p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Claude L. Oliver</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>9-12-05</u></p> <p>Attest:</p> <p>Clerk of the Board: </p> | <p style="text-align: center;">FRANKLIN COUNTIES APPROVAL</p> <p>Approved as to Form:</p>  <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Frank H. Brock</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>SEPT. 19, 2005</u></p> <p>Attest:</p> <p>Clerk of the Board: </p> |

| | | |
|--|------------------------------|--------------------------|
| AGENDA ITEM: Consent | TYPE OF ACTION NEEDED | CONSENT AGENDA <u>xx</u> |
| MEETING DATE: B/C 09-12-05 F/C 09-19-05 | Executive Contract <u>xx</u> | PUBLIC HEARING |
| SUBJECT: Contract with J & J Security to provide security to the Juvenile Justice Center | Pass Resolution <u>xx</u> | 1ST DISCUSSION |
| Prepared By: Kathryn M. Phillips | Pass Ordinance | 2ND DISCUSSION |
| Reviewed By: Sharon Paradis | Pass Motion | OTHER |
| | Other | |

BACKGROUND INFORMATION

J&J Security has been providing security and juvenile transportation services to the Juvenile Justice Center since 1996. J&J Security is a sole source vendor who employs and provides commissioned officers as security officers. J & J perform security services to maintain a safe work environment for staff and clients, which includes the additional security officers and screening especially during high-risk hearings. The contract period is upon execution by the Counties through December 31, 2006. Outlined in the Contract are J&J Security's rates.

SUMMARY

The Agreement between Benton-Franklin Counties Juvenile Justice Center and J&J Security sets forth the parameters to provide a higher level of security to the staff and public at the Benton-Franklin Counties Juvenile Justice Center. The higher level of security is mandated by recent national events that require all facets of any judicial system increase their security measures.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Juvenile Justice Center and J&J Security for the period shall be upon execution by the Counties through December 31, 2006.

FISCAL IMPACT

The rates are included in Juvenile's Budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security, to provide security and juvenile transportation services for the Juvenile Justice Center for the period shall be upon execution by the Counties through December 31, 2006.

JOINT RESOLUTION**05 581****BENTON COUNTY RESOLUTION NO. _____****FRANKLIN COUNTY RESOLUTION NO. 2005 382**

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

IN THE MATTER OF THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER RECLASSIFICATION OF COUNSELOR I POSITIONS AND REDUCTION IN FORCE

WHEREAS, there has been a reduction of grant funding to the Benton-Franklin Counties Juvenile Justice Center budget that will result in a reduction in force;

WHEREAS, the Presiding Superior Court Judge and Juvenile Justice Center Administrator met with the Benton County Board of Commissioners and the Franklin County Board of Commissioners to propose a reorganization plan that includes a reduction in force and the reclassification of Counselor I positions to address the reduction in grant funding, to accommodate the need for a more flexible workforce through the eventual elimination of the Counselor I classification and the reclassification of three qualified staff from the Counselor I classification to a Counselor II classification;

WHEREAS, three staff in Counselor I positions including those in line items 1625, 1647 and 1713 meet the minimum requirements for a Counselor II position and can be reclassified to a Counselor II classification;

WHEREAS, the Counselor I staff in position line items 1605, 1676, 1681 and 1715 will be the subjects of a reduction in force under the reorganization and reduction in force plan and position line item 1710 is an unfilled Counselor I position;

WHEREAS, position line item 1606 is currently filled by a Counselor I staff who was hired for a unique grant funded program which will terminate in June 2006 and, under this reduction in force and reclassification plan this Counselor I will be red-lined and the subject of a reduction in force upon termination of the grant;

WHEREAS, the Benton County Board of Commissioners discussed and approved the provisions of the reorganization plan that includes a reduction in force on July 11, 2005 and the Franklin County Board of Commissioners discussed and approved the reorganization plan that includes a reduction in force on July 6, 2005,

2005 382
05 581

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners agree that seven Counselor I Positions including position numbers/line items 1605, 1625, 1647, 1676, 1681, 1710, 1713 and 1715 will be reclassified from Counselor I to Counselor II positions.

BE IT FURTHER RESOLVED, that staff in positions 1625, 1647, and 1713 will be reclassified to the Counselor II Classification and Counselor I staff in positions 1605, 1676, 1681 and 1715 will be the subjects of a reduction in force.

BE IT FURTHER RESOLVED, that position line item 1606 is currently filled by a Counselor I staff who was hired for a unique grant funded program, which will terminate in June 2006 and, under this reduction in force and reclassification plan this Counselor I will be red lined and the subject of a reduction in force upon termination of the grant.

DATED this 12th day of September 2005.

BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board

MAX E. BENITZ, JR. - OPPOSED

Member



Member
Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:



Clerk of the Board

DATED this 19th day of September 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem

ABSENT

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:



Clerk of the Board

| | | |
|---|---|--|
| AGENDA ITEM: Consent MEETING DATE: B/C 09-12-05 F/C 09-19-05 SUBJECT: Benton-Franklin Counties Juvenile Justice Center Joint Resolution providing for Reclassification of Counselor I positions and Reduction in Force Prepared By: Kathryn M. Phillips Reviewed By: Sharon Paradis | TYPE OF ACTION NEEDED Executive Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other | CONSENT AGENDA <u> X </u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER |
|---|---|--|

BACKGROUND INFORMATION

Judge Swisher, Sarah Villanueva and Sharon Paradis met with the Benton County Board of Commissioners and the Franklin County Board of Commissioners to propose a reorganization plan that includes a reduction in force and the reclassification of Counselor I positions to address the reduction in grant funding, to accommodate the need for a more flexible workforce through the eventual elimination of the Counselor I classification and the reclassification of three qualified staff from the Counselor I classification to a Counselor II classification.

SUMMARY

This Resolution provides for the reclassification of Counselor I positions to Counselor II positions, provides for reclassification of 3 qualified staff in positions 1625, 1647, and 1713 from a Counselor I classification to a Counselor II classification, provides that the staff in positions 1605, 1676, 1681 and 1715 will be the subjects of a reduction in force and provides that the Counselor I in position line item 1606 will be red lined and the subject of a reduction in force upon termination of a grant

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Joint Resolution providing a Non-Bargaining general structure, wage and contribution to employee benefits for the year of 2004.

FISCAL IMPACT

Although this reorganization and reclassification plan moves staff between departments to accommodate a realignment of duties and reduction of grant funds, there is not a net fiscal impact to the county current expense budget.

MOTION

I move that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Joint Resolution providing for Reclassification of Counselor I positions and Reduction in Force.

EXHIBIT 3
Franklin County Auditor

September 19, 2005

1016 North 4th Avenue
Pasco, WA 99301

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

P.O. Box 1451
Pasco, WA 99301

September 19, 2005

Franklin County Commissioners:

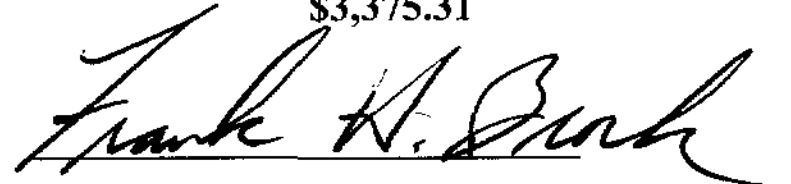
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, September 19, 2005,
Move that the following warrants be approved for payment:



| <u>FUND</u> <u>Expenditures</u> | <u>WARRANT</u> <u>Range</u> | <u>AMOUNT</u> <u>Issued</u> |
|------------------------------------|--------------------------------|--------------------------------|
| Current Expense | 46796-46803 | \$8,342.26 |
| Current Expense | 46804-46823 | \$15,149.64 |
| Current Expense | 46824-46844 | \$39,000.56 |
| Current Expense | 46845-46861 | \$12,892.91 |
| Grand Old 4 th | 79 | \$2,517.00 |
| Crime Victims | 321 | \$2,281.38 |
| Courthouse Facilitator | 52 | \$1,350.00 |
| Current Expense | 46862-46878 | \$3,375.31 |

n the amount of **84,909.06**. The motion was seconded by
And passed by a vote of 7 to 0.

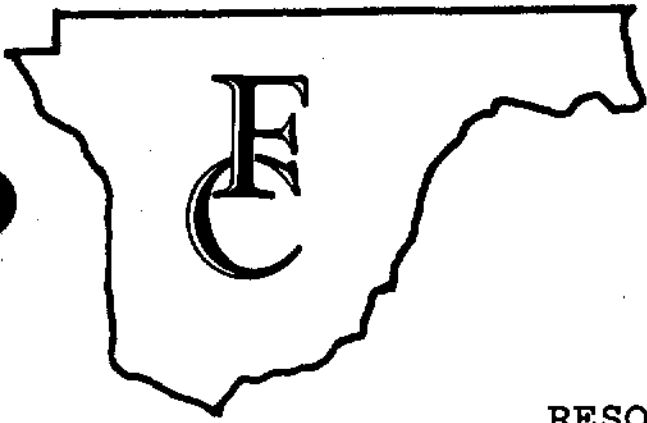


Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th

Pasco, Washington 99301

(509) 545-3535

RESOLUTION NUMBER

2005

383

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

RE: Final Approval for SP 2005-07

WHEREAS, this Board did hold a public hearing on June 6, 2005 to consider the short plat of Jim Winebarger/Judith and Jean Gassman; and

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

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

WHEREAS, the public use and interest will be served by approving the short plat of Jim Winebarger/Judith and Jean Gassman for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Jim Winebarger/Judith and Jean Gassman be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 19th DAY OF SEPTEMBER 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank A. Brink
Chairman

David Clark
Chair Pro Tem

Attest:

Mary Wickers
Clerk of the Board

ABSENT

Member

FRANKLIN COUNTY ACTION SUMMARY

| | | |
|---|------------------------------|--|
| Agenda Item: Ron Olin | <u>TYPE OF ACTION NEEDED</u> | Consent Agenda |
| Meeting Date: September 19, 2005 | Execute Contract | |
| Subject: SUB-2005-02, an eight (8) lot preliminary plat in the R-S-40 Zoning District. | Pass Resolution X | |
| | Pass Ordinance | |
| Prepared By: Greg Wendt | Pass Motion X | Other: <i>Public Meeting</i> ** <i>Preliminary Approval</i> |
| Reviewed By: Jerrod MacPherson | Other | |

BACKGROUND INFORMATION

The applicant has submitted a preliminary plat (known as Olin Hills) to subdivide approximately 9.93 acres into 8 single-family residential lots within the Residential Suburban 40,000 (RS-40) Zoning District. The lots are each one (1) acre in size or larger.

The land is located within the Pasco Urban Growth Boundary. The land is located in West Pasco, north of Court Street on the west side of Road 80. (118-441-044 and 118-441-035)

If approved, Preliminary Approval will allow the applicant 5 years to complete and record the final subdivision plat.

SUMMARY

At the regularly scheduled Planning Commission hearing on September 6, 2005 the Planning Commission voted to forward a positive recommendation (**unanimous decision**) for this application to the Board of County Commissioners subject to the following **six (6) findings of fact and (9) nine conditions of approval:**

Findings of Fact:

1. Adequate provisions **have been** made for the public health, safety and general welfare and for open spaces, drainage ways, roads, alleys, or other public ways, water supplies, sanitary wastes, parks, playgrounds and other public needs.
2. The proposed subdivision **does** contribute to the orderly development and land use patterns in the area.
3. The public use and interest **will be** served by permitting the proposed subdivision.
4. The proposed subdivision **does** conform to the general purposes of any applicable policies or plans which have been adopted by the Board of County Commissioners.
5. The proposed subdivision **does** conform to the comprehensive plan and zoning requirements.

Action Summary
SUB-2005-02
Page 2

6. The proposed subdivision **does** conform to the general purposes of the Subdivision Ordinance.

Conditions of Approval:

1. This approval is for a preliminary plat, known as Olin Hills, to subdivide approximately 9.93 acres into 8 single-family residential lots within the Residential Suburban 40,000 (RS-40) Zoning District. The lots in the development are each approximately 1 acre in size or larger. The land is located within the Pasco Urban Growth Boundary. The land is located in West Pasco, north of Court Street on the west side of Road 80 (118-441-044 and 118-441-035).
2. The **County Public Works Department** has requested and stated the following:
 - a. The plat is lacking sufficient surveying information (lot line bearings, etc.) to properly check closures of the lots and boundary;
 - b. The right of ways for Road 80 and Olin Drive shall be shown as dedicated on the plat;
 - c. The centerline of the proposed Olin Drive needs to be shifted approximately 30 feet to the south so it and the right of ways line up with the reserved easements serving the short plats on the east side of Road 80. (This has already been discussed with the engineering firm designing the plat);
 - d. The owner(s) shall construct the proposed Olin Drive to the current county standards for hard surfaced roads including a 50 foot radius cul-de-sac to accommodate emergency vehicles. The owner(s) shall also widen the existing Road 80 to a minimum lane width of 14 feet from true centerline (existing width approx. 9 - 10 feet). The owner(s) shall also submit design and construction plans certified and stamped by a licensed professional engineer including a drainage design showing how storm water will be dealt with.
 - e. After construction, the owner(s) shall submit an as-built drawing of the road with any changes that were done during construction on mylar to the engineers office before being accepted as a county road. The proposed 24 foot wide road shown on the plat does not meet our minimum standard of 28 feet for urban access roads.
 - f. **Add the following standard language to the plat:**
 1. Approach permits are required for any new approaches onto county roads.
 2. Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewer, water and/or sanitary sewers.
3. **GIS/Assessor:** Prior to final review and approval the applicant shall submit a copy of the Final Plat to the GIS Dept for review of the Final Plat Survey. The Plat shall be reviewed for legal descriptions, signature blocks, dedications, etc.

Action Summary
SUB-2005-02
Page 3

4. **Fire Code Official:** That the developer is to comply with the Adoption of the 2003 International Fire Codes for placement of Fire hydrants within this proposed subdivision.

It is recommended that (1) one Fire hydrant be placed and installed at the intersection of Olin Drive and Road 80 (*NE corner of proposed Lot #8 preferred*) to cover proposed buildings/structures placed on Lots 1, 2, 3, 6, 7, & 8 and that the following separation standards shall be required for all new structures on lots 4 & 5 (**and placed on the plat**).

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

If the applicant chooses, a second (2) hydrant that is installed within the Cul-De-Sac Turn-around area (Olin Drive), will nullify the need for the above described separation standard for Lot's 4 and 5.

- 5. **Benton-Franklin Health District:** Applicant shall meet and comply with the standards of the Benton-Franklin Health Department. (see letter dated August 3, 2005).
- 6. **Franklin PUD:** Applicant shall comply with the requirements of the Franklin PUD.
- 7. **Franklin County Irrigation District.** Applicant shall comply with the Franklin County Irrigation District standards for valve and pipe installation specifications.
- 8. **City of Pasco:**
 - a. The proposed plat is consistent with the land use map of the Comprehensive Plan.
 - b. The proposed street section of this preliminary plat (24' in width) is considerably less than the City standard of 36 feet. No on street parking could be permitted on such narrow streets. The GMA encourages the City and County to coordinate development efforts within the Urban Growth Boundary. This coordination is required by the GMA to eliminate the development of substandard subdivisions within areas that will some day be within the City of Pasco. City standards do not permit 24' wide streets. A 24' wide street is only 4 feet wider than a city alley.
 - c. All fire hydrants to be installed per City of Pasco Construction standards.
 - d. All underground storm devices utilized within this proposed plat will be required to keep adequate separation from the domestic water line, as directed by the City Engineer.

Action Summary
SUB-2005-02
Page 4

9. **County Planning Department:**

- a. The land to be subdivided is zoned R-S-40.
- b. The land is located within the City of Pasco's Urban Growth Area Boundary.
- c. As proposed by the applicant this project will occur in one (1) Phase and is not a Phased development.
- d. The final Plat shall be developed by a licensed Surveyor.
- e. A licensed Surveyor shall show floodplain location and details on the plat.
- f. If the applicant chooses to provide municipal water to each lot, please contact the City of Pasco Engineering Department for specifications and requirements.
- g. If the applicant chooses to extend City water from Road 80 to the cul-de-sac, the City of Pasco is requiring the existing 6" water line be upgraded to an 8" line. Installation of the water main must comply with the City of Pasco standards.
- h. The applicant is required to place at least one fire hydrant in the development. This is located at the intersection of Olin Road and Road 80. The applicant shall comply with City of Pasco standards for the placement of this hydrant including providing city water to the hydrant. If the applicant wishes to place an additional hydrant in the cul-de-sac, then City of Pasco standards also apply. If for some reason the lots are not within 500 feet of a fire hydrant, then increased setbacks for new structures shall apply.
- i. During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided. **(This statement shall be placed on the Plat).**
- j. All lot owners shall provide grass/lawn in the unimproved portion of the right-of-way between the property line and the edge of pavement and/or curb. Maintenance of the landscaping is the requirement of each individual lot owner. **(This statement shall be placed on the Plat).**
- k. The land shall be in compliance with the County Fire and Nuisance codes at all times.
- l. The following shall be complied with for Enhanced 911 Emergency purposes: Address blocks shall be provided for all new lots. Addresses should be gained via the Planning Department in coordination with the County's Enhanced 911 Coordinator.
- m. The Final Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 6 of Ordinance 03-2000 for specifications. Signature blocks and requirements shall be provided for the following: Franklin PUD; Chair, Franklin County Planning Commission; Chair, Board of County Commissioners; Franklin County Irrigation District; Benton Franklin Health Department; County Engineer; County Treasurer; County Assessor; and County Auditor.
- n. All lots in the development are subject to Park Dedication Fees (\$300.00 per new lot/expected new dwelling unit). These fees may be paid prior to recording the final subdivision plat or at the time when a building permit is to be issued for the applicable lot(s). If the applicant chooses to not pay the fees prior to recording, then **a statement shall be placed on the plat** stating that Park Dedication Fees apply to ALL LOTS IN THE DEVELOPMENT (LOTS #1 - 8) and shall be paid prior to building permit issuance for a new home on each applicable lot.

Action Summary
SUB-2005-02
Page 5

- o. Preliminary plat approval is valid for a five (5) year period following approval by the Board of County Commissioners.
- p. After final plat recording has occurred, one (1) paper copy of the recorded plat shall be distributed to the Planning Director and one (1) paper copy to the County Assessor.

MOTION

Grant approval of subdivision application SUB-2005-02, subject to the six (6) findings of fact and nine (9) conditions.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 384

PRELIMINARY APPROVAL

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

RE: SUB 2005-02, to subdivide approximately 9.93 acres into 8 single-family residential lots within the Residential Suburban 40,000 (RS-40) Zoning District.

APPLICANT: Ron Olin, 2 Ivy Lane, Pasco, WA 99301.

WHEREAS, the Board of County Commissioners of Franklin County has reviewed the recommendation by the Franklin County Planning Commission for the preliminary subdivision application of Ron Olin and has recommended preliminary approval of the preliminary subdivision subject to the following findings of fact and conditions of approval:

Findings of Fact:

1. Adequate provisions **have been** made for the public health, safety and general welfare and for open spaces, drainage ways, roads, alleys, or other public ways, water supplies, sanitary wastes, parks, playgrounds and other public needs.
2. The proposed subdivision **does** contribute to the orderly development and land use patterns in the area.
3. The public use and interest **will be** served by permitting the proposed subdivision.
4. The proposed subdivision **does** conform to the general purposes of any applicable policies or plans which have been adopted by the Board of County Commissioners.
5. The proposed subdivision **does** conform to the comprehensive plan and zoning requirements.
6. The proposed subdivision **does** conform to the general purposes of the Subdivision Ordinance.

Conditions of Approval:

1. This approval is for a preliminary plat, known as Olin Hills, to subdivide approximately 9.93 acres into 8 single-family residential lots within the Residential Suburban 40,000 (RS-40) Zoning District. The lots in the development are each approximately 1 acre in size or larger. The land is located within the Pasco Urban Growth Boundary. The land is located in West Pasco, north of Court Street on the west side of Road 80 (118-441-044 and 118-441-035).

Resolution Number 2005 384

Preliminary Approval

SUB-2005-02

Page 2

2. The **County Public Works Department** has requested and stated the following:
- a. The plat is lacking sufficient surveying information (lot line bearings, etc.) to properly check closures of the lots and boundary.
 - b. The right of ways for Road 80 and Olin Drive shall be shown as dedicated on the plat.
 - c. The centerline of the proposed Olin Drive needs to be shifted approximately 30 feet to the south so it and the right of ways line up with the reserved easements serving the short plats on the east side of Road 80. (This has already been discussed with the engineering firm designing the plat).
 - d. The owner(s) shall construct the proposed Olin Drive to the current county standards for hard surfaced roads including a 50 foot radius cul-de-sac to accommodate emergency vehicles. The owner(s) shall also widen the existing Road 80 to a minimum lane width of 14 feet from true centerline (existing width approx. 9 - 10 feet). The owner(s) shall also submit design and construction plans certified and stamped by a licensed professional engineer including a drainage design showing how storm water will be dealt with.
 - e. After construction, the owner(s) shall submit an as-built drawing of the road with any changes that were done during construction on mylar to the engineers office before being accepted as a county road. The proposed 24 foot wide road shown on the plat does not meet our minimum standard of 28 feet for urban access roads.
 - f. **Add the following standard language to the plat:**
 1. Approach permits are required for any new approaches onto county roads.
 2. Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewer, water and/or sanitary sewers.
3. **GIS/Assessor:** Prior to final review and approval the applicant shall submit a copy of the Final Plat to the GIS Dept for review of the Final Plat Survey. The Plat shall be reviewed for legal descriptions, signature blocks, dedications, etc.
4. **Fire Code Official:** That the developer is to comply with the Adoption of the 2003 International Fire Codes for placement of Fire hydrants within this proposed subdivision.

It is recommended that (1) one Fire hydrant be placed and installed at the intersection of Olin Drive and Road 80 (*NE corner of proposed Lot #8 preferred*) to cover proposed buildings/structures placed on Lots 1, 2, 3, 6, 7, & 8 and that the following separation standards shall be required for all new structures on lots 4 & 5 (**and placed on the plat**).

Resolution Number 2005 384

Preliminary Approval

SUB-2005-02

Page 3

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

If the applicant chooses, a second (2) hydrant that is installed within the Cul-De-Sac Turn-around area (Olin Drive), will nullify the need for the above described separation standard for Lot's 4 and 5.

5. **Benton-Franklin Health District:** Applicant shall meet and comply with the standards of the Benton-Franklin Health Department. (see letter dated August 3, 2005).
6. **Franklin PUD:** Applicant shall comply with the requirements of the Franklin PUD.
7. **Franklin County Irrigation District.** Applicant shall comply with the Franklin County Irrigation District standards for valve and pipe installation specifications.
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 - a. The proposed plat is consistent with the land use map of the Comprehensive Plan.
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 - c. All fire hydrants to be installed per City of Pasco Construction standards.
 - d. All underground storm devices utilized within this proposed plat will be required to keep adequate separation from the domestic water line, as directed by the City Engineer.
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 - a. The land to be subdivided is zoned R-S-40.
 - b. The land is located within the City of Pasco's Urban Growth Area Boundary.
 - c. As proposed by the applicant this project will occur in one (1) Phase and is not a Phased development.
 - d. The final Plat shall be developed by a licensed Surveyor.

Resolution Number **2005 384**

Preliminary Approval

SUB-2005-02

Page 4

- e. A licensed Surveyor shall show floodplain location and details on the plat.
- f. If the applicant chooses to provide municipal water to each lot, please contact the City of Pasco Engineering Department for specifications and requirements.
- g. If the applicant chooses to extend City water from Road 80 to the cul-de-sac, the City of Pasco is requiring the existing 6" water line be upgraded to an 8" line. Installation of the water main must comply with the City of Pasco standards.
- h. The applicant is required to place at least one fire hydrant in the development. This is located at the intersection of Olin Road and Road 80. The applicant shall comply with City of Pasco standards for the placement of this hydrant including providing city water to the hydrant. If the applicant wishes to place an additional hydrant in the cul-de-sac, then City of Pasco standards also apply. If for some reason the lots are not within 500 feet of a fire hydrant, then increased setbacks for new structures shall apply.
- i. During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided. **(This statement shall be placed on the Plat).**
- j. All lot owners shall provide grass/lawn in the unimproved portion of the right-of-way between the property line and the edge of pavement and/or curb. Maintenance of the landscaping is the requirement of each individual lot owner. **(This statement shall be placed on the Plat).**
- k. The land shall be in compliance with the County Fire and Nuisance codes at all times.
- l. The following shall be complied with for Enhanced 911 Emergency purposes: Address blocks shall be provided for all new lots. Addresses should be gained via the Planning Department in coordination with the County's Enhanced 911 Coordinator.
- m. The Final Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 6 of Ordinance 03-2000 for specifications. Signature blocks and requirements shall be provided for the following: Franklin PUD; Chair, Franklin County Planning Commission; Chair, Board of County Commissioners; Franklin County Irrigation District; Benton Franklin Health Department; County Engineer; County Treasurer; County Assessor; and County Auditor.
- n. All lots in the development are subject to Park Dedication Fees (\$300.00 per new lot/expected new dwelling unit). These fees may be paid prior to recording the final subdivision plat or at the time when a building permit is to be issued for the applicable lot(s). If the applicant chooses to not pay the fees prior to recording, then **a statement shall be placed on the plat** stating that Park Dedication Fees apply to ALL LOTS IN THE DEVELOPMENT (LOTS #1 - 8) and shall be paid prior to building permit issuance for a new home on each applicable lot.

Resolution Number 2005 384

Preliminary Approval

SUB-2005-02

Page 5

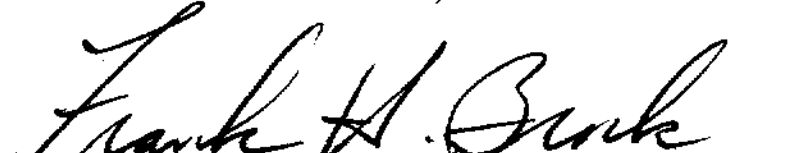
- o. Preliminary plat approval is valid for a five (5) year period following approval by the Board of County Commissioners.
- p. After final plat recording has occurred, one (1) paper copy of the recorded plat shall be distributed to the Planning Director and one (1) paper copy to the County Assessor.

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

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

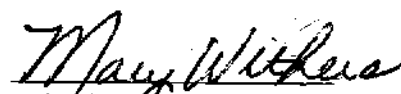
SIGNED AND DATED THIS 19th DAY OF SEPTEMBER 2005.

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


Chairman


Chair Pro Tem

Attest:


Clerk of the Board

ABSENT
Member

2005 385

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY
WASHINGTON

**RE: INTER BUDGET TRANSFER IN THE AMOUNT OF \$8,600 FROM THE 2005
CURRENT EXPENSE NON-DEPARTMENTAL BUDGET TO THE
COMMISSIONERS BUDGET**

WHEREAS, a transfer is necessary due to insufficient funds in the travel line item in the 2005 Current Expense Commissioners Budget, Number 001-000-680, for travel relating to the Grand Old 4th; and

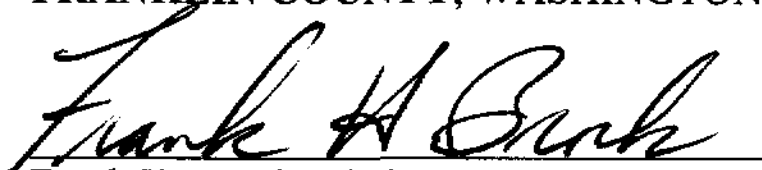
WHEREAS, the Washington State Department of Community Trade and Economic Development (C-TED) and the Grand Old 4th will reimburse Franklin County for said travel; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorizes a transfer in the amount of \$8,600 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an inter budget transfer in the amount of \$8,600 from the 2005 Current Expense Non-Departmental Budget, Number 001-000-700, line item 519.90.10.0001 (Contingency Reserve) to the Commissioners Budget, Number 001-000-680, line item 511.00.43.0002 (Travel).

APPROVED this 19th day of September 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk of the Board

Originals: Auditor - Minutes - Treasurer

ABSENT

Robert E. Koch, Member

cc: County Administrator
Accounting Department
Transfer Notebook

FRANKLIN COUNTY RESOLUTION NO. 2005 386

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: MEMORANDUM OF AGREEMENT, ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF FRANKLIN COUNTY COMMISSIONERS AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICES WORKERS INTERNATIONAL UNION (HEREINAFTER "UNITED STEELWORKERS"), LOCAL 12-369, ON BEHALF OF SHERIFF'S CLERICAL AND DISPATCH EMPLOYEES

WHEREAS, Franklin County Resolution 2003-158 approved the 2003-2005 Collective Bargaining Agreement between Franklin County and the Franklin County Correctional Officers' Association; and

WHEREAS, Franklin County Resolution 2003-158 arranged for a wage and medical re-opener for 2005; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Memorandum of Agreement, Addendum to the 2003-2005 Collective Bargaining Agreement between the Board of Franklin County Commissioners and the United Steel Workers, Local 12-369, on behalf of Sheriff's Clerical and Dispatch Employees.

APPROVED this 19th day of September 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem

Attest:


Clerk to the Board

ABSENT

Robert E. Koch, Member

Originals: Auditor
Minutes
Union

cc: Human Resources
Accounting
Sheriff's Office
Dispatch
Corrections

MEMORANDUM OF AGREEMENT**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF FRANKLIN COUNTY COMMISSIONERS AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICES WORKERS INTERNATIONAL UNION (HEREINAFTER "UNITED STEELWORKERS"), LOCAL 12-369, ON BEHALF OF SHERIFF'S CLERICAL AND DISPATCH EMPLOYEES**

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered into by and between The Board of Franklin County Commissioners (hereinafter "Employer") and the United Steel Workers, Local 12-369, on behalf of Sheriff's Clerical and Dispatch Employees, (hereinafter "Union").

WHEREAS, a 2003 – 2005 Collective Bargaining Agreement, hereinafter known and referenced as "Agreement," between the above-named parties currently exists which addresses a wage and health insurance benefits re-opener under Article 25 Section 2 for the 2005 term of the Agreement. The above-named parties have met and negotiated a wage and health insurance benefits settlement for the 2005 term of the Agreement.

NOW, THEREFORE, the above-named parties have mutually agreed that the following benefit as specified below will be in lieu of a Salary or Benefit increase for 2005.

1. For the year 2005 only, employees shall be provided a one (1) time entitlement of Contractual Leave. Contractual Leave is defined as one (1) work week of leave. For this employee group Contractual Leave shall only amount to a total of forty (40) hours of leave for regular full-time employees. In addition, the following provisions shall apply:
 - 1.1 Only the provisions of this MOA shall define the meaning of "Contractual Leave."
 - 1.2 To be eligible for Contractual Leave, the employee must be employed by Franklin County at the time of the Union's signing of this MOA.
 - 1.3 Contractual Leave shall only be used within a twelve (12) month period starting with the signing of this MOA (signing date 9/19/2005) and ending exactly 12 months after that date (ending date 9/19/2006). Any Contractual Leave not utilized within the 12 month time period shall expire and be forfeited without any compensation or benefit owing to the employee.
 - 1.4 Requests for Contractual Leave shall be made in accordance with Resolution 2003-158, 2003 – 2005 Collective Bargaining Agreement, Article 8.6 Leave Approval.
 - 1.5 Contractual Leave shall be scheduled in full day increments. Full day increments shall mean the regularly scheduled hours which make up a work day as approved by the

Elected Official/Department Head. This means if the employee's scheduled work day is more than the balance of the employee's Contractual Leave, then vacation will have to be used to make up the difference for the work hours for that day.

1.6 This Contractual Leave is a one-time-only contractual clause which means it is valid for only the 2005 term of the Agreement.

1.7 Termination and/or separation of employment with Franklin County shall result in the expiration and forfeiture of all Contractual Leave entitlements accrued by such employee without any compensation or benefit owing to the employee for the Contractual Leave.

1.8 Resolution 2003-158, 2003 – 2005 Collective Bargaining Agreement, Article 8.5 VEBA Election will not apply for the year 2005. (This means if an employee has accrued vacation beyond the limit of 240 hours as of December 31, 2005, for 2005 only, those hours will be forfeited. The balance carried over for 2006 will only be 240 hours with no payment into the employee's VEBA account.)

Both parties agree that the Contractual Leave entitlement shall have no effect upon any employees' wages, hours, benefits, or working conditions.

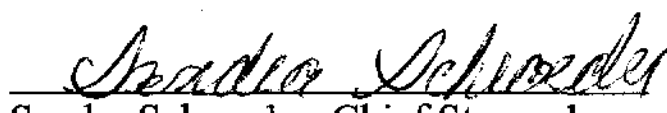
This MOA shall remain in affect during the term of the Agreement or until a successor agreement is reached between the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their duly constituted and legal representative on the 19 day of September, 2005.

**UNITED STEELWORKERS,
LOCAL 12-369**


Karen Alexander, Recording Secretary

NEGOTIATIONS COMMITTEE:


Sandra Schroeder, Chief Steward


Barbara Hart, Steward

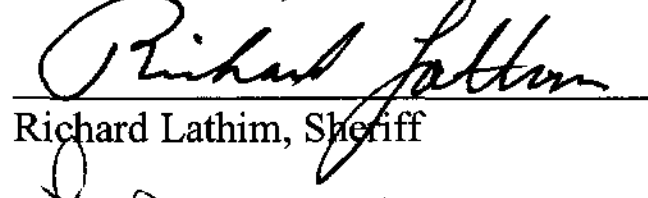
FRANKLIN COUNTY

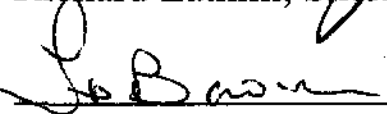

Frank H. Brock, Commissioner


Neva J. Corkrum, Commissioner

ABSENT

Robert E. Koch, Commissioner

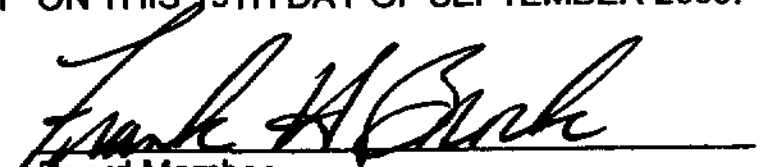

Richard Lathim, Sheriff


Fred H. Bowen, Negotiator

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$125,181.11 ON THIS 19TH DAY OF SEPTEMBER 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00


 Board Member


 Board Member

ABSENT

Board Member

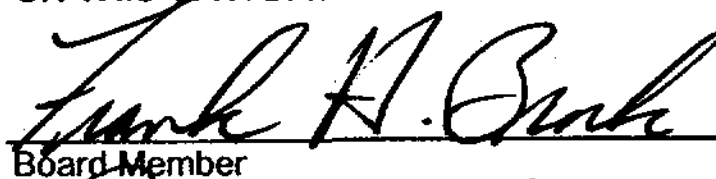
| Voucher # | Claimant | Purpose | Amount |
|-----------|------------------------------|--|----------|
| | ADVANCE TRAVEL FUND | reimburse travel fund | 74.00 |
| | ADVANCE OFFICE SYSTEMS | lease payment AFICIO AF-1045 | 1375.42 |
| | BENTLEY SYSTEMS, INC. | microstation select subscription | 8831.88 |
| | CASCADE NATURAL GAS CORP. | monthly service | 7.60 |
| | CENTRAL PRE-MIX CONCRETE | 1/2" - 1/4" chips/ecology blocks | 1605.69 |
| | COMPU-TECH, INC. | operator assistance | 60.00 |
| | FRANKLIN CO PUD | monthly service | 951.24 |
| | FRANKLIN CO INFO SERVICES | work orders for Aug/broadband for Sep 05 | 456.66 |
| | GENERAL SUPPLY | toilet tissue/towels/liners/aerosol | 258.57 |
| | HILMES CONSTRUCTION | pay est#2/CRP583 | 91701.57 |
| | HUSK OFFICE SUPPLIES | litholder/legal form | 50.90 |
| | INTERMOUNTAIN MATERIALS | sieve analysis/fractured faces test | 220.00 |
| | J.J. KELLER & ASSOC. | subscription | 376.08 |
| | PASCO RENTALS | compactor plate rental | 32.55 |
| | PATTY PRUETT | cleaning service Connell shop | 260.00 |
| | RANCH & HOME, INC. | 2 ton bottle jack | 11.04 |
| | REESE CONCRETE PRODUCTS | monuments | 1894.17 |
| | SARGENT ENGINEERS | professional services | 15499.80 |
| | CITY OF CONNELL | monthly service | 108.94 |
| | TRAFFIC SAFETY SUPPLY CO. | white premark thermal tape | 819.12 |
| | TRANSTATE PAVING CO. | cold asphalt concrete | 310.98 |
| | U.S. LINEN | service | 143.13 |
| | UTILITIES UNDERGROUND LOCATE | notifications | 35.65 |
| | WESTERN MATERIALS | concrete | 96.12 |

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$28,505.92 ON THIS 19TH DAY OF SEPTEMBER 2005.

2005 YEAR VOUCHERS

MV&PW EQUIPMENT FUND
500 000 001
548.60


Board Member


Board Member

ABSENT


Board Member

| Voucher # | Claimant | Purpose | Amount |
|-----------|--------------------------------|--|----------|
| | Astley's Automotive Warehouse | Brake cleaner, filters, lamps | 235.95 |
| | Cascade Natural Gas | Monthly Service: 08/02/05-08/31/05 | 45.93 |
| | Connell Grange | Tire repair, hydraulic hose, fittings, tire change | 64.75 |
| | Critzler Equipment Company | Cylinders, clutches, spacers, bushings, & misc. | 8,770.62 |
| | Fasteners, Inc. | Socket HD capscrew | 2.75 |
| | Franklin County PUD | Monthly Service: 07/28/05-08/30/05 | 814.94 |
| | Franklin County Info Services | SCAN Charges: 06/05 & 07/05 | 7.86 |
| | Industrial Support Co. | Hydraulic swivel fittings | 714.62 |
| | Napa Auto Parts | Misc. parts | 1,306.88 |
| | Pasco Machine Co., Inc. | Re-Key bushing | 19.49 |
| | Ranch & Home | Hitch ball | 23.82 |
| | Russ Dean Ford | Valve assy., element assy., seal, cup, shims | 233.85 |
| | Seattle Sterling Mack | Control, wire stop, joint, shaft, nut, lever | 154.10 |
| | Six States distributors | Differential shim kit | 41.34 |
| | Trimble Financial Services | Payment 30: Trimble 5605 Robotic (E-203) | 832.05 |
| | U.S. Linen | Misc. linen services | 210.62 |
| | Western Equip. Distributors | Release lever, screw, washers | 52.07 |
| | Western States Equip. Co. | Core return, alternator, core deposit, switch | 427.95 |
| | Wingfoot Commercial Tire, Inc. | Tires, mounts, valve stems | 6,627.47 |
| | Wondrack Distributing | Leaded/Unleaded | 7,918.86 |

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$727.21 ON THIS 19TH DAY OF SEPTEMBER 2005.

SOLID WASTE FUND
152 001 001
539 10


Board Member


Board Member

ABSENT

Board Member

| Voucher # | Claimant | Purpose | Amount |
|-----------|----------------------------|------------------|--------|
| | BDI TRANSFER | dump coupons | 360.53 |
| | NORTHWEST CONTAINER RENTAL | recycle box rent | 366.68 |

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$251.91 ON THIS 19TH DAY OF SEPTEMBER 2005.

Probation Work Crew
152 002 001
523 30


Board Member


Board Member

ABSENT

Board Member

| Voucher # | Claimant | Purpose | Amount |
|-----------|-------------------|---------------------------|--------|
| | BDI TRANSFER | littercrew disposal costs | 195.99 |
| | CINGULAR WIRELESS | monthly service | 14.77 |
| | OXARC, INC. | cups/service | 41.15 |

FRANKLIN COUNTY RESOLUTION NO. 2005-387

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: TWO PROPOSAL/SALES AGREEMENTS FOR COURTHOUSE SECURITY
SYSTEM BETWEEN FRANKLIN COUNTY AND ADVANCED PROTECTION
SERVICES**

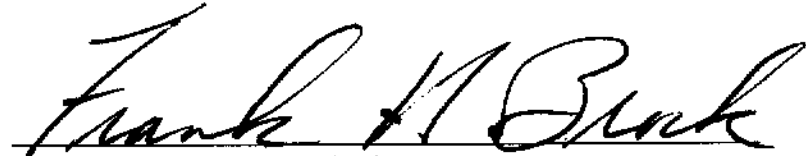
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 two attached Proposal/Sales Agreements for the Courthouse security system between Franklin County and Advanced Protection Services are hereby approved by the Board.

APPROVED this 19th day of September, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chairman



Neva J. Corkrum, Member

Attest:


Clerk to the Board

ABSENT

Robert E. Koch, Member



ADVANCED PROTECTION SERVICES

A Professional Security Company

P.O. Box 2665 • Pasco, WA 99302 • (509) 545-0752 • Toll Free 877-438-2771

PROPOSAL/SALES AGREEMENT

VOID IF NOT ACCEPTED
WITHIN 60 DAYS

| | | | |
|---|--|--|--|
| CUSTOMER INFORMATION: | | SITE ADDRESS IF DIFFERENT THAN CUSTOMER INFORMATION | |
| Mr./Mrs./Ms. Franklin County Court House | | Name of Person or Company that occupies address | |
| Name 1016 N. 4th Ave. | | Street | |
| Street Address (mailing) Pasco WA 99301 P.O. Box | | City State Zip Co. | |
| City Pasco | | City State Zip Co. | |
| Home 545-3509 | | Telephone No. Ext. | |
| Telephone No. | | Alarm System Telephone No. (no fax or Data Lines) | |
| Company Name | | | |

SECTION I - SCOPE OF WORK

9-08-05

WE SHALL PROVIDE AND INSTALL THE FOLLOWING DURESS ALARM SYSTEM

| Item | QTY | Manufacturer | Model | DESCRIPTION | EQUIPMENT PRICE | |
|-----------------|-----|--------------|--------|--|-----------------|------------|
| | | | | | Each | Extended |
| 1 | 2 | COMPASS | IIM | 16 X 4 INTELLIGENT DURESS ALARM INPUT MODULE | \$861.30 | \$1,722.60 |
| 2 | 6 | DSC | 7AMPHR | BATTERY BACK-UP | \$18.79 | \$112.75 |
| 3 | 36 | ULTRAK | DP-1 | DUAL RECESSED BUTTON PANIC DEVICE WITH KEY RESET | \$12.53 | \$451.01 |
| 4 | 1 | APS | LABOR | INSTALLATION LABOR | \$2,436.00 | \$2,436.00 |
| System Subtotal | | | | | | \$4,722.36 |
| Subtotal | | | | | | \$4,722.36 |
| Tax | | | | | 8.30% | \$391.96 |
| Permits | | | | | | \$0.00 |
| Grand Total | | | | | | \$5,114.32 |

TABLE 1

Customer agrees that from the date of sale all equipment shall remain the property of Advanced Protection Services as indicated in paragraph M and that the customer agrees to make 0 regularly scheduled payments in the amount of \$ 0 per each payment as the agreed term. Each payment shall be due on or before the 0 of each month during the agreed term. If this agreement is marked "Promotional", then the customer also agrees to enroll in Advanced Protection Services Central Station Monitoring program for a period of not less than 0 months from the date of sale. All monthly charges for Central Station Monitoring shall be agreed to on a separate form marked "Monitoring Agreement" and shall be in full force during the payment term as indicated in table 1 unless noted otherwise in your "Monitoring Agreement". Failure to make all Monitoring and other payments as agreed to on time shall allow Advanced Protection Services at its own option to consider the customer to be in "Default" as indicated in paragraph Y and furthermore allow Advanced Protection Services to execute any part of paragraph L and/or Y on the reverse side of this agreement. This agreement shall not be assignable by the customer unless agreed to and approved by in writing of an authorized representative of Advanced Protection Services.

PROPOSAL/SALES AGREEMENT TYPE: Direct Sale

Customer acceptance of Table 1 above: (Customer's Signature) [Signature]

AMOUNT DUE UPON SIGNING THIS AGREEMENT: \$ 2,557.16 BALANCE DUE 2,557.16 upon completion

SECTION II - CUSTOMER ACCEPTANCE WITH TERMS AND CONDITIONS

- A. The Customer agrees to pay, in addition to the amount in Section I and/or Table 1 above, any false alarm assessments, taxes, fees or charges above, that are imposed by any governmental body, relating to the installation of equipment or service provided under this Agreement.
- B. This proposal/sales agreement including any exhibits, literature, or drawings attached hereto is considered "CONFIDENTIAL". Any and all of its information is for the proprietary and exclusive use for viewing and discussion between ADVANCED PROTECTION SERVICES also referred to hereafter as "A.P.S." and the PERSON, COMPANY or AGENCY named in this proposal/sales agreement. You may only make copies of this proposal/sales agreement, exhibits, and literature for your own review, and that any copy or reproduction of any kind shall be considered as "Confidential" as the original. Furthermore, A.P.S. shall reserve the right to rescind this proposal/sales agreement and may seek monetary compensation for, but not limited to, back charges for time that was spent to prepare this proposal/sales agreement to the PERSON, COMPANY, or AGENCY that offers or shares any information herein, in anyway, including orally the proposal/sales agreement or its copies to be reproduced in whole or by in part and/or offered to any PERSON, COMPANY or AGENCY that may be considered competitors to A.P.S. This proposal/sales agreement and the prices listed herein shall expire 60 days after the date listed above unless otherwise agreed to be extended beyond 60 days by A.P.S.
- C. In accepting this Agreement, Customer agrees to the terms and conditions contained herein including the warranty, limitation of liability and other conditions included on the reverse side of this page. Any changes in the system requested by the Customer after the execution of this Agreement must be mutually agreed to in writing by the Customer and ADVANCED PROTECTION SERVICES and shall be paid for by the Customer. Customer understands and agrees that all exhibits, attached hereto are part of this Agreement and are subject to all of its terms, conditions and acceptance as set forth.

X Frank H. Brock

Customer's Name (PRINT)

9/19/2005

Chairman, Franklin County Commissioners

Customer's Title

Date

X [Signature]

Customer's Signature

Representative of ADVANCED PROTECTION SERVICES Signature

- D. All installation charges quoted in this Agreement is based on ADVANCED PROTECTION SERVICES performing the installation with its own personnel. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision. Customer warrants that the Customer owns the premises in which the equipment is being installed or that Customer has the authority to engage ADVANCED PROTECTION SERVICES to carry out the installation in or on the premises listed herein under site address.

Section II CONTINUED ON REVERSE SIDE

TERMS AND CONDITIONS

Continued

- E. This Agreement is not binding unless approved in writing by an authorized representative of ADVANCED PROTECTION SERVICES. In the event of failure of such approval, the only liability of ADVANCED PROTECTION SERVICES shall be to return to the Customer the amount, if any, paid to ADVANCED PROTECTION SERVICES upon signing of this Agreement.
- F. It is mutually agreed by the parties to this Agreement that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- G. The Customer agrees to test any passive, active, microwave, capacitance or any electronic equipment prior to setting the alarm system, according to procedures prescribed by ADVANCED PROTECTION SERVICES, and to notify ADVANCED PROTECTION SERVICES promptly in the event that such equipment fails to respond to the test.
- H. If CCTV equipment is involved, Customer shall provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as shelf or desk space for monitors, wired networks, ethernet, computers, provide and configure I.P., subnet and gateway numbers.
- I. Communication Facilities -
- a.) AUTHORIZATION - Customer authorizes ADVANCED PROTECTION SERVICES to request any information, service, orders or equipment in any respect on behalf of Customer to a telephone company ("Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement.
 - b.) DIGITAL COMMUNICATOR - If connection to the ADVANCED PROTECTION SERVICES's central monitoring facility or its contracted central monitoring facility is by digital communicator, the Customer agrees to provide a connection via registered telephone jack to a telephone channel required for the communication equipment. Such connection shall be electrically first before any other telephone or Customer equipment, and shall be within 10 feet of the communication equipment and control panel. If requested in writing by the Customer, ADVANCED PROTECTION SERVICES shall provide such connection and Customer shall pay any associated costs. The Customer agrees that if ADVANCED PROTECTION SERVICES installs a digital communicator under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities. Customer also acknowledges that ADVANCED PROTECTION SERVICES or its contracted central monitoring facility does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged.
- J. WARRANTY: (1) ADVANCED PROTECTION SERVICES shall provide labor and material required to repair or replace any defective components free of charge for a period of one (1) year following the completion of the original installation; and any part of the system, including the wiring, installed under this Agreement that proves to be defective in material or workmanship within one (1) year from the date of completion of installation will be repaired or replaced at ADVANCED PROTECTION SERVICES's option with a new or functionally operative part.
- K. This warranty does not apply to the conditions listed below and in the event Customer calls ADVANCED PROTECTION SERVICES for service under the warranty and upon an inspection by ADVANCED PROTECTION SERVICES's representative, the representative determines that one of these conditions has led to the in-operability or apparent in-operability of the system, a charge will be made for the service call of ADVANCED PROTECTION SERVICES's representative whether or not the representative actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions" not covered by warranty, ADVANCED PROTECTION SERVICES will charge for such work at ADVANCED PROTECTION SERVICES's then applicable rates for labor and material. ADVANCED PROTECTION SERVICES will provide service during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.
- L. Advanced Protection Services may remove or upon written notice to the customer, abandon in whole or in part, all equipment appliances, and any other material associated with the system upon termination of this agreement, and that this shall be without obligation to repair or relocate any portion of the customers premises upon removal, and the removal or abandonment of such equipment and/or any material, shall not be held to constitute a waiver of the right of Advanced Protection Services to collect any charges which have been accrued or may be accrued, or for any remaining scheduled payments due or not received.
- M. Advanced Protection Services shall maintain full ownership of all equipment listed herein and that all aspects of paragraph I. and paragraph Y shall apply. Table 1 of this agreement shall be considered as one of the following: Special, Promotional, or Rental with regard to prices and programs that Advanced Protection Services may offer from time to time and that the customer has agreed to in Table 1. Furthermore, when the customer has fulfilled all of its financial obligations and/or payment schedules set forth in regard to Table 1 including any late charges and fees, then Advanced Protection Services shall transfer full ownership of all equipment listed herein to the Customer named on the reverse side of this agreement.
- N. CONDITIONS NOT COVERED BY WARRANTY:
- a.) Damage resulting from acts of God, alteration, misuse, tampering, abuse, reprogramming, lost or forgotten passwords and computer networks.
 - b.) Failure of the Customer to properly follow operating instructions provided by ADVANCED PROTECTION SERVICES at the time of installation or at a later date.
 - c.) Adjustments necessitated by misalignment of CCTV camera, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); and
 - d.) Trouble due to interruption of commercial power or to the phone service and facility.
- O. The foregoing warranty is in lieu of all other warranties, express or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose. The Customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, shall be repaired or replaced as specified above. ADVANCED PROTECTION SERVICES shall, in no event be liable for any consequential damages of any nature, including without limitation, damages for personal injury or damages to property, and however occasioned, whether alleged as resulting from breach of warranty or contract by ADVANCED PROTECTION SERVICES or negligence of ADVANCED PROTECTION SERVICES.
- P. Customer agrees that ADVANCED PROTECTION SERVICES is not an insurer, that insurance, if any, shall be obtained by the Customer and that the amounts payable to ADVANCED PROTECTION SERVICES hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Customer's property or property of others located in Customer's premises. ADVANCED PROTECTION SERVICES does not guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the system or services will prevent loss, damage or injury due directly to or indirectly to occurrence, or consequences therefrom, which the system or service is designed to detect. ADVANCED PROTECTION SERVICES also does not represent that the products it sells may not be compromised or circumvented.
- Q. Customer agrees that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of ADVANCED PROTECTION SERVICES to perform any of its obligations hereunder. The Customer agrees that ADVANCED PROTECTION SERVICES shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or avert; that if ADVANCED PROTECTION SERVICES should be found liable for loss, damage or injury due to failure of service or equipment in any respect, its liability shall be limited to \$250.00 (two hundred and fifty dollars) as the agreed upon liquidated damages, and not as penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, result directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Agreement.
- R. Customer shall not bring any suit or action against ADVANCED PROTECTION SERVICES later than one (1) year after the accrual of the cause of action therefore. It is further agreed that limitations on liability, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated ADVANCED PROTECTION SERVICES companies.
- S. INDEMNITY: Customer agrees to indemnify and hold ADVANCED PROTECTION SERVICES and its authorized contractors harmless from and against all claims or liability for any risk, loss, property damage, personal injury, or death, provided, however, such indemnification shall not include claims or legal actions arising from the sole negligence of ADVANCED PROTECTION SERVICES and its subcontractors, or that portion of a contributory negligence action that is attributable to the negligence of ADVANCED PROTECTION SERVICES or its subcontractors.
- T. ADVANCED PROTECTION SERVICES assumes no liability for delays in installation of the equipment, or for interruptions of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of ADVANCED PROTECTION SERVICES and will not be required to supply service to the Customer while these interruptions or delays of service due to any such cause that shall continue.
- U. This Agreement is not assignable by the Customer except upon written consent of ADVANCED PROTECTION SERVICES first being obtained. ADVANCED PROTECTION SERVICES shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.
- V. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- W. This Agreement constitutes the entire Agreement between the Customer and ADVANCED PROTECTION SERVICES in executing this Agreement. Customer is not relying on any advice or advertisement of ADVANCED PROTECTION SERVICES. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the Customer.
- X. Customer acknowledges and agrees that if Customer defaults in the performance of any of the terms or conditions of this Agreement, ADVANCED PROTECTION SERVICES shall have the right to record a mechanic's Lien upon any property which ADVANCED PROTECTION SERVICES has bestowed labor and/or furnished materials or appliances, for the value of the labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the Customer or any person acting by or under the authority of the Customer as a contractor or otherwise. Customer shall furnish ADVANCED PROTECTION SERVICES with the names and addresses of the owner and construction lender, if any. Customer additionally grants to ADVANCED PROTECTION SERVICES a security interest in all equipment and materials to secure any payments due under this Agreement.
- Y. DEFAULT: In the event of default by Customer in the performance of any of the terms or conditions of this Agreement, ADVANCED PROTECTION SERVICES may pursue any one or more of the following remedies, which are cumulative and non exclusive:
1. REPOSSESS SAID EQUIPMENT ABOVE DESCRIBED;
 2. IMMEDIATELY CEASE FURTHER WORK ON THE INSTALLATION FOR THE CUSTOMER;
 3. TERMINATE THE CONTRACT BY GIVING TEN (10) DAYS WRITTEN NOTICE TO THE CUSTOMER;
 4. PURSUE ANY OTHER REMEDY AT LAW NOW OR HEREAFTER EXISTING;
 5. IN THE EVENT OF REPOSSESSION OF THE EQUIPMENT AND RESALE THEREOF, CUSTOMER SHALL BE RESPONSIBLE TO ADVANCED PROTECTION SERVICES FOR ANY DEFICIENCY REMAINING, AFTER APPLYING THE PROCEEDS OF RESALE, FIRST TO ALL COSTS OF REPOSSESSION AND RE-SALE INCLUDING BUT NOT LIMITED TO STORAGE, DRYAGE, REPAIR, RENOVATION, ALTERATION, ATTORNEY'S FEES, COLLECTION COST, COMMISSIONS, AND THEN TO THE UNPAID AMOUNT DUE UNDER THE AGREEMENT;
 6. BRING SUIT FOR THE UNPAID AMOUNT DUE UNDER THIS AGREEMENT; OR
 7. FILE A MECHANIC'S LIEN AGAINST CUSTOMER'S PROPERTY.
- Z. IN THE EVENT THAT CUSTOMER IS DELINQUENT IN THE PAYMENT OF A PROGRESS PAYMENT OR ANY OTHER INSTALLATION CHARGE, THE CUSTOMER HEREBY AGREES TO PAY TO ADVANCED PROTECTION SERVICES INTEREST AT THE RATE OF 1 1/2% PER MONTH FROM THE DATE OF DELINQUENCY ON THE AMOUNT OF THE PROGRESS THEN DUE, OR THE MAXIMUM LAWFUL RATE ALLOWED IF SUCH IS GOVERNED BY STATUTE.
- Z. ATTORNEYS' FEES - In the event it shall become necessary for ADVANCED PROTECTION SERVICES to institute legal proceedings to collect the cost of installation or any progress payments as set forth herein, then Customer shall pay any attorneys' fees incurred by ADVANCED PROTECTION SERVICES in the collection of such payments. The rights and obligations of either party to this Agreement shall be governed by the laws of the State of Washington, and this Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue shall be in Franklin County, Washington.



ADVANCED PROTECTION SERVICES

A Professional Security Company

P.O. Box 2665 • Pasco, WA 99302 • (509) 545-0752 • Toll Free 877-438-2771

PROPOSAL/SALES AGREEMENT

VOID IF NOT ACCEPTED
WITHIN 60 DAYS

CUSTOMER INFORMATION:

Mr./Mrs./Ms. Franklin County Court House
Name
1016 N. 4th Ave.
Street Address (mailing) P.O. Box
Pasco WA 99301
City 545-3509 State Zip Co.
Home Work
Telephone No.
Company Name

SITE ADDRESS IF DIFFERENT THAN CUSTOMER INFORMATION

Name of Person or Company that occupies address
Street
City State Zip Co.
Telephone No. Ext.
Alarm System Telephone No. (no fax or Data Lines)

SECTION I - SCOPE OF WORK

WE SHALL PROVIDE AND INSTALL THE FOLLOWING

9/08/05

| Item | QTY | Manufacturer | Model | DESCRIPTION |
|------|-----|--------------|-------------|---|
| 1 | 1 | COMPASS | SFT701 | 5E ACCESS CONTROL SOFTWARE ON CUSTOMERS EXISTING COMPUTER |
| 2 | 2 | COMPASS | IRM403 | 4 DOOR CONTROLLER |
| 3 | 1 | COMPASS | IRM203 | TWO DOOR CONTROLLER |
| 4 | 18 | ELO | SURGE | SURGE PROTECTION |
| 5 | 9 | RCI | HE500010011 | 24VDC ELECTRIC DOOR RELEASE STRIKE |
| 6 | 7 | DSC | 7HMPR | 7 AMP HOUR BATTERY BACK-UP |
| 7 | 1 | COMPASS | CDB005 | ETHERNET BOARD |
| 8 | 9 | AWID | RS618G | PROX READER |
| 9 | 3 | COMPASS | CDB001 | COMMUNICATON DAUGHTER BOARD |
| 10 | 500 | AWID | RS622 | ISOPROX CLAM SHELL STYLE PROX CARD |
| 11 | 9 | ADECO | 1078 | DOOR POSITION SENSOR |
| 12 | 9 | BOSCH | DS160 | REQUEST TO EXIT PIR |
| 13 | 1 | ALTRONIX | ALT22410AUL | 10 AMP 24 VOLT DC POWER SUPPLY WITH BATTERY CHARGER |
| 14 | 1 | APS | LABOR | INSTALLATION LABOR |

| | |
|-------------------|-------------|
| System Subtotal | \$17,216.42 |
| Wire & Connectors | \$1,285.00 |
| Subtotal | \$18,481.42 |
| Tax 8.30% | \$1,533.96 |
| Permits | \$155.00 |
| Grand Total | \$20,180.37 |

TABLE 1

Customer agrees that from the date of sale all equipment shall remain the property of Advanced Protection Services as indicated in paragraph M and that the customer agrees to make 0 regularly scheduled payments in the amount of \$ 0 per each payment as the agreed term. Each payment shall be due on or before the 0 of each month during the agreed term. If this agreement is marked "Promotional", then the customer also agrees to enroll in Advanced Protection Services Central Station Monitoring program for a period of not less than 0 months from the date of sale. All monthly charges for Central Station Monitoring shall be agreed to on a separate form marked "Monitoring Agreement" and shall be in full force during the payment term as indicated in table 1 unless noted otherwise in your "Monitoring Agreement". Failure to make all Monitoring and other payments as agreed to on time shall allow Advanced Protection Services at its own option to consider the customer to be in "Default" as indicated in paragraph Y and furthermore allow Advanced Protection Services to execute any part of paragraph L and/or Y on the reverse side of this agreement. This agreement shall not be assignable by the customer unless agreed to and approved by in writing of an authorized representative of Advanced Protection Services.

PROPOSAL/SALES AGREEMENT TYPE: Direct Sale

Customer acceptance of Table 1 above: (Customer's Signature) [Signature]

AMOUNT DUE UPON SIGNING THIS AGREEMENT: \$ 10,090.19 BALANCE DUE 10,090.18 upon completion

SECTION II - CUSTOMER ACCEPTANCE WITH TERMS AND CONDITIONS

- A. The Customer agrees to pay, in addition to the amount in Section I and/or Table 1 above, any false alarm assessments, taxes, fees or charges above, that are imposed by any governmental body, relating to the installation of equipment or service provided under this Agreement.
- B. This proposal/sales agreement including any exhibits, literature, or drawings attached hereto is considered "CONFIDENTIAL". Any and all of its information is for the proprietary and exclusive use for viewing and discussion between ADVANCED PROTECTION SERVICES also referred to hereafter as "A.P.S." and the PERSON, COMPANY or AGENCY named in this proposal/sales agreement. You may only make copies of this proposal/sales agreement, exhibits, and literature for your own review, and that any copy or reproduction of any kind shall be considered as "Confidential" as the original. Furthermore, A.P.S. shall reserve the right to rescind this proposal/sales agreement and may seek monetary compensation for, but not limited to, back charges for time that was spent to prepare this proposal/sales agreement to the PERSON, COMPANY, or AGENCY that offers or shares any information herein, in anyway, including orally the proposal/sales agreement or its copies to be reproduced in whole or by in part and/or offered to any PERSON, COMPANY or AGENCY that may be considered competitors to A.P.S. This proposal/sales agreement and the prices listed herein shall expire 60 days after the date listed above unless otherwise agreed to be extended beyond 60 days by A.P.S.
- C. In accepting this Agreement, Customer agrees to the terms and conditions contained herein including the warranty, limitation of liability and other conditions included on the reverse side of this page. Any changes in the system requested by the Customer after the execution of this Agreement must be mutually agreed to in writing by the Customer and ADVANCED PROTECTION SERVICES and shall be paid for by the Customer. Customer understands and agrees that all exhibits, attached hereto are part of this Agreement and are subject to all of its terms, conditions and acceptance as set forth.

X Frank H. Brock

Customer's Name (PRINT)

9/19/2005

Chairman, Franklin County Commissioners

Customer's Title

Date

X

[Signature]
Customer's Signature

[Signature]
Representative of ADVANCED PROTECTION SERVICES Signature

- D. All installation charges quoted in this Agreement is based on ADVANCED PROTECTION SERVICES performing the installation with its own personnel. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision. Customer warrants that the Customer owns the premises in which the equipment is being installed or that Customer has the authority to engage ADVANCED PROTECTION SERVICES to carry out the installation in or on the premises listed herein under site address.

Section II CONTINUED ON REVERSE SIDE

TERMS AND CONDITIONS

Continued

- E. This Agreement is not binding unless approved in writing by an authorized representative of ADVANCED PROTECTION SERVICES. In the event of failure of such approval, the only liability of ADVANCED PROTECTION SERVICES shall be to return to the Customer the amount, if any, paid to ADVANCED PROTECTION SERVICES upon signing of this Agreement.
- F. It is mutually agreed by the parties to this Agreement that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- G. The Customer agrees to test any passive, active, microwave, capacitance or any electronic equipment prior to setting the alarm system, according to procedures prescribed by ADVANCED PROTECTION SERVICES, and to notify ADVANCED PROTECTION SERVICES promptly in the event that such equipment fails to respond to the test.
- H. If CCTV equipment is involved, Customer shall provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as shelf or desk space for monitors, wired networks, ethernet, computers, provide and configure I.P., subnet and gateway numbers.
- I. Communication Facilities -
- a.) AUTHORIZATION - Customer authorizes ADVANCED PROTECTION SERVICES to request any information, service, orders or equipment in any respect on behalf of Customer to a telephone company ("Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement.
 - b.) DIGITAL COMMUNICATOR - If connection to the ADVANCED PROTECTION SERVICES's central monitoring facility or its contracted central monitoring facility is by digital communication, the Customer agrees to provide a connection via registered telephone jack to a telephone channel required for the communication equipment. Such connection shall be electrically first before any other telephone or Customer equipment, and shall be within 10 feet of the communication equipment and control panel. If requested in writing by the Customer, ADVANCED PROTECTION SERVICES shall provide such connection and Customer shall pay any associated costs. The Customer agrees that if ADVANCED PROTECTION SERVICES installs a digital communicator under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities. Customer also acknowledges that ADVANCED PROTECTION SERVICES or its contracted central monitoring facility does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged.
- J. WARRANTY: (1) ADVANCED PROTECTION SERVICES shall provide labor and material required to repair or replace any defective components free of charge for a period of one (1) year following the completion of the original installation; and any part of the system, including the wiring, installed under this Agreement that proves to be defective in material or workmanship within one (1) year from the date of completion of installation will be repaired or replaced at ADVANCED PROTECTION SERVICES's option with a new or functionally operative part.
- K. This warranty does not apply to the conditions listed below and in the event Customer calls ADVANCED PROTECTION SERVICES for service under the warranty and upon an inspection by ADVANCED PROTECTION SERVICES's representative, the representative determines that one of these conditions has led to the in-operability or apparent in-operability of the system, a charge will be made for the service call of ADVANCED PROTECTION SERVICES's representative whether or not the representative actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions" not covered by warranty, ADVANCED PROTECTION SERVICES will charge for such work at ADVANCED PROTECTION SERVICES's then applicable rates for labor and material. ADVANCED PROTECTION SERVICES will provide service during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.
- L. Advanced Protection Services may remove or upon written notice to the customer, abandon in whole or in part, all equipment appliances, and any other material associated with the system upon termination of this agreement, and that this shall be without obligation to repair or relocate any portion of the customers premises upon removal, and the removal or abandonment of such equipment and/or any material, shall not be held to constitute a waiver of the right of Advanced Protection Services to collect any charges which have been accrued or may be accrued, or for any remaining scheduled payments due or not received.
- M. Advanced Protection Services shall maintain full ownership of all equipment listed herein and that all aspects of paragraph I. and paragraph Y shall apply. Table 1 of this agreement shall be considered as one of the following: Special, Promotional, or Rental with regard to prices and programs that Advanced Protection Services may offer from time to time and that the customer has agreed to in Table 1. Furthermore, when the customer has fulfilled all of its financial obligations and/or payment schedules set forth in regard to Table 1 including any late charges and fees, then Advanced Protection Services shall transfer full ownership of all equipment listed herein to the Customer named on the reverse side of this agreement.
- N. CONDITIONS NOT COVERED BY WARRANTY:
- a.) Damage resulting from acts of God, alteration, misuse, tampering, abuse, reprogramming, lost or forgotten passwords and computer networks.
 - b.) Failure of the Customer to properly follow operating instructions provided by ADVANCED PROTECTION SERVICES at the time of installation or at a later date.
 - c.) Adjustments necessitated by misalignment of CCTV camera, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); and
 - d.) Trouble due to interruption of commercial power or to the phone service and facility.
- O. The foregoing warranty is in lieu of all other warranties, express or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose. The Customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, shall be repaired or replaced as specified above. ADVANCED PROTECTION SERVICES shall in no event be liable for any consequential damages of any nature, including without limitation, damages for personal injury or damages to property, and however occasioned, whether alleged as resulting from breach of warranty or contract by ADVANCED PROTECTION SERVICES or negligence of ADVANCED PROTECTION SERVICES.
- P. Customer agrees that ADVANCED PROTECTION SERVICES is not an insurer, that insurance, if any, shall be obtained by the Customer and that the amounts payable to ADVANCED PROTECTION SERVICES hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Customer's property or property of others located in Customer's premises. ADVANCED PROTECTION SERVICES does not guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the system or services will prevent loss, damage or injury due directly to or indirectly to occurrences, or consequences therefrom, which the system or service is designed to detect. ADVANCED PROTECTION SERVICES also does not represent that the products it sells may not be compromised or circumvented.
- Q. Customer agrees that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of ADVANCED PROTECTION SERVICES to perform any of its obligations hereunder. The Customer agrees that ADVANCED PROTECTION SERVICES shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or avert; that if ADVANCED PROTECTION SERVICES should be found liable for loss, damage or injury due to failure of service or equipment in any respect, its liability shall be limited to \$250.00 (two hundred and fifty dollars) as the agreed upon liquidated damages, and not as penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, result directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Agreement.
- R. Customer shall not bring any suit or action against ADVANCED PROTECTION SERVICES later than one (1) year after the accrual of the cause of action therefore. It is further agreed that limitations on liability, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated ADVANCED PROTECTION SERVICES companies.
- S. INDEMNITY: Customer agrees to indemnify and hold ADVANCED PROTECTION SERVICES and its authorized contractors harmless from and against all claims or liability for any risk, loss, property damage, personal injury, or death; provided, however, such indemnification shall not include claims or legal actions arising from the sole negligence of ADVANCED PROTECTION SERVICES and its subcontractors, or that portion of a contributory negligence action that is attributable to the negligence of ADVANCED PROTECTION SERVICES or its subcontractors.
- T. ADVANCED PROTECTION SERVICES assumes no liability for delays in installation of the equipment, or for interruptions of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of ADVANCED PROTECTION SERVICES and will not be required to supply service to the Customer while these interruptions or delays of service due to any such cause that shall continue.
- U. This Agreement is not assignable by the Customer except upon written consent of ADVANCED PROTECTION SERVICES first being obtained. ADVANCED PROTECTION SERVICES shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.
- V. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- W. This Agreement constitutes the entire Agreement between the Customer and ADVANCED PROTECTION SERVICES in executing this Agreement. Customer is not relying on any advice or advertisement of ADVANCED PROTECTION SERVICES. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the Customer.
- X. Customer acknowledges and agrees that if Customer defaults in the performance of any of the terms or conditions of this Agreement, ADVANCED PROTECTION SERVICES shall have the right to record a mechanic's Lien upon any property which ADVANCED PROTECTION SERVICES has bestowed labor and/or furnished materials or appliances, for the value of the labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the Customer or any person acting by or under the authority of the Customer as a contractor or otherwise. Customer shall furnish ADVANCED PROTECTION SERVICES with the names and addresses of the owner and construction lender, if any. Customer additionally grants to ADVANCED PROTECTION SERVICES a security interest in all equipment and materials to secure any payments due under this Agreement.
- Y. DEFAULT: In the event of default by Customer in the performance of any of the terms or conditions of this Agreement, ADVANCED PROTECTION SERVICES may pursue any one or more of the following remedies, which are cumulative and non-exclusive:
1. REPOSSESS SAID EQUIPMENT ABOVE DESCRIBED;
 2. IMMEDIATELY CEASE FURTHER WORK ON THE INSTALLATION FOR THE CUSTOMER;
 3. TERMINATE THE CONTRACT BY GIVING TEN (10) DAYS WRITTEN NOTICE TO THE CUSTOMER;
 4. PURSUE ANY OTHER REMEDY AT LAW NOW OR HEREAFTER EXISTING;
 5. IN THE EVENT OF REPOSSESSION OF THE EQUIPMENT AND RESALE THEREOF, CUSTOMER SHALL BE RESPONSIBLE TO ADVANCED PROTECTION SERVICES FOR ANY DEFICIENCY REMAINING, AFTER APPLYING THE PROCEEDS OF RESALE, FIRST TO ALL COSTS OF REPOSSESSION AND RESALE INCLUDING BUT NOT LIMITED TO STORAGE, DRYAGE, REPAIR, RENOVATION, ALTERATION, ATTORNEYS FEES, COLLECTION COST, COMMISSIONS, AND THEN TO THE UNPAID AMOUNT DUE UNDER THE AGREEMENT;
 6. BRING SUIT FOR THE UNPAID AMOUNT DUE UNDER THIS AGREEMENT; OR
 7. FILE A MECHANIC'S LIEN AGAINST CUSTOMER'S PROPERTY.
 8. IN THE EVENT THAT CUSTOMER IS DELINQUENT IN THE PAYMENT OF A PROGRESS PAYMENT OR ANY OTHER INSTALLATION CHARGE, THE CUSTOMER HEREBY AGREES TO PAY TO ADVANCED PROTECTION SERVICES INTEREST AT THE RATE OF 1 1/2% PER MONTH FROM THE DATE OF DELINQUENCY ON THE AMOUNT OF THE PROGRESS THEN DUE, OR THE MAXIMUM LAWFUL RATE ALLOWED IF SUCH IS GOVERNED BY STATUTE.
- Z. ATTORNEYS' FEES: In the event it shall become necessary for ADVANCED PROTECTION SERVICES to institute legal proceedings to collect the cost of installation or any progress payments as set forth herein, then Customer shall pay any attorneys' fees incurred by ADVANCED PROTECTION SERVICES in the collection of such payments. The rights and obligations of either party to this Agreement shall be governed by the laws of the State of Washington, and this Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue shall be in Franklin County, Washington.

FRANKLIN COUNTY RESOLUTION NO.

2005 388

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: SURPLUS PROPERTY - DISPOSAL OF COMPUTER HARDWARE

WHEREAS, pursuant to R.C.W. 36.34.020, whenever the county legislative authority desires to dispose of any county property except when the value of the property to be sold is less than two thousand five hundred dollars; and

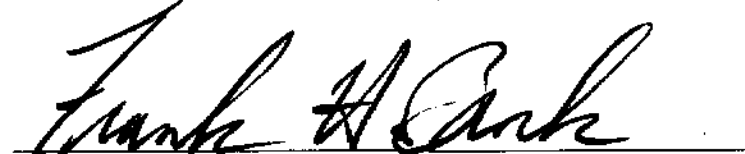
WHEREAS, the Board of Franklin County Commissioners received a Franklin County Inventory Form from the Franklin County Information Services Director requesting disposal of Computer hardware as the repair cost would be higher than replacement cost; and

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

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners hereby approves the disposal of computer hardware as identified on the attached Inventory form (Exhibit "A ") received from the Franklin County Information Services Director.

APPROVED this 19th day of September, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board

ABSENT

Robert E. Koch, Member

Originals: Auditor
Minutes
Information Services

Surplus Inventory

Exhibit A

2005 388

| PNLS | DESCRIPTION | ITEM | Serial # | Qty. # | Acq. Date | Disp. Date |
|-----------|-------------------|---------|------------------|--------|-----------|------------|
| 4107 | Intergraph TD-200 | PC | S#534330 | | | |
| 3128 | White Box | PC | 4090170 | | | |
| 4577/2231 | Unisoft 433 | PC | A913208 | | | |
| 4016 | Dell | PC | E17Q2 | | | |
| 3161 | Dell | PC | B5HRT | | | |
| 2296 | White Box | PC | ? | | | |
| 387 | White Box | PC | ? | | | |
| 3103 | CAF | PC | 4090167 | | | |
| 2233 | CTX | Monitor | 10582501100A21 | | | |
| 1352 | Hewlett Packard | Monitor | KR91017896 | | | |
| 2143 | Vision Graphic | Monitor | 747004661 | | | |
| 3160 | Dell | PC | D6QZT | | | |
| 625 | White Box | PC | ? | | | |
| 3108/372 | Trac Dell | PC | 0VGJ0 | | | |
| 2261/303 | Trac Dell | PC | C43CC | | | |
| 911 | Dell | Monitor | 8239264 | | | |
| 3076 | Samsung | Monitor | HCCH702734 | | | |
| 3007 | Dell | Monitor | 8587531 | | | |
| 3247 | Samsung | Monitor | HCJDJ208622M | | | |
| 4612 | Emerson | Monitor | 9015A303-0325876 | | | |
| 1353 | Viewsonic | Monitor | 23b013507793 | | | |
| 4579 | Brother | Fax | U56360D99160876 | | | |
| 1354 | Dell | Monitor | MX06D251-47741 | | | |
| 1355 | Intergraph | Monitor | FA6612109 | | | |
| 3163 | Dell | PC | B5HRG | | | |
| 2754/779 | Dell | PC | 78M13 | | | |
| 4990 | Hewlett Packard | PC | CN25050766 | | | |
| 3003 | Dell | PC | 84376 | | | |
| 1356 | AS400 | PC | 2PE39883 | | | |
| 3012 | Samsung | Monitor | H1AGB05327 | | | |
| 1357 | IBM | PC | 15216253 | | | |
| 1357 | Wasp | Scanner | 905248 | | | |
| 1360 | Wasp | Scanner | 900778 | | | |

FRANKLIN COUNTY RESOLUTION NO. 2005-389

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

**RE: APPROVAL TO PURCHASE SOFTWARE FOR THE AUDITOR'S
OFFICE AT A COST NOT TO EXCEED \$753**

WHEREAS, the Franklin County Auditor requested authorization to purchase autographic software for the check signature program from Martin Business Systems; and

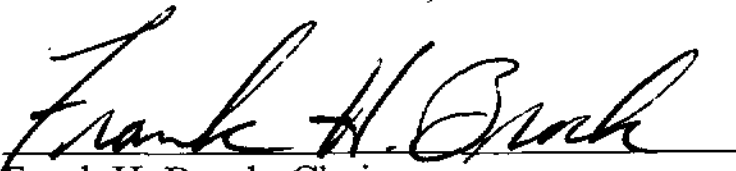
WHEREAS, funds are available in the Miscellaneous Supplemental Preservation Fund Budget Number 103-000-001, Machinery and Equipment line item; and


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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the Auditor's Office to purchase autographic software from Martin Business Systems in an amount not to exceed \$753, to be paid from the Miscellaneous Supplemental Preservation Fund Budget Number 103-000-001, line item 594.14.64 Machinery and Equipment).

APPROVED this 19th day of September 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board

ABSENT

Robert E. Koch, Member

Originals: Auditor
Minutes
Auditor Zona Lenhart

cc: Accounting Department

MARTIN BUSINESS SYSTEMS

P.O. BOX 6567
1010 E. 23rd AVE #B
KENNEWICK, WA 99336-0628
(509) 582-3159 • FAX (509) 582-2895

Memo

TO FRANKLIN COUNTY AUDITOR
525 WEST CLARK ST.
PASCO, WA. 99301

DATE 09-19-05

SUBJECT: AUTOGRAPHIC SOFTWARE

ATTN: CONNIE

THE QUOTE FOR AUTOGRAPHIC SOFTWARE IS 695.00 PLUS TAX 8.3%

57.69

TOTAL 752.69

THANKS, CONNIE FOR THE ORDER.

NEIL MARTIN