

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for October 10, 2005

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

**PUBLIC WORKS**

Engineer Tim Fife and Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Franchise Fees

Mr. Verhulp said the Charter Cable franchise is up for renewal. It was a 25-year agreement. Renegotiations are in process. The law has changed since the franchise was put in place. The Cable Act is a Federal law that governs cable companies and franchises which requires some changes to the agreement. One element is that now the Cable Act allows for you to decide as a Board whether you would like to charge a franchise fee which can be up to 5% of the cable operator's gross revenues. Mr. Verhulp gave an example.

Mrs. Corkrum asked what are the restrictions on the spending of the money? To Mr. Verhulp's or Mr. Fife's knowledge, there are no limitations. However, Mr. Verhulp has not reviewed the entire law.

There are no figures available to know what the revenue would be.

Mr. Verhulp has included a clause for a franchise fee in the preliminary franchise agreement. The Board **gave approval**.

Murphy Road

Mr. Brock told Mr. Fife he would like to have the Commissioners look at the condition of Murphy Road. Mr. Fife said the road superintendent is also looking at the road this morning.

**OTHER BUSINESS**

Basin City Water/Sewer District

Mr. Bowen was told this morning that the Basin City Water/Sewer District received the grant.

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**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **Resolution 2005-427** for the quote from Cerium Networks, quote number CERQ15293, for additional voicemail boxes for all of the telephones in the Treasurer's Office, in the amount not to exceed \$800, to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.49.0004 (Non-Departmental Data Processing). (Exhibit 1)
2. Approval of **joint Resolution 2005-428** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the grant award, number 2005-DC-BX-0049, between the Juvenile Justice Center and Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Programs, to facilitate implementation of establishing a new family dependency drug court for a term commencing October 1, 2005 and terminating on September 30, 2008. (Exhibit 2)
3. Approval of **joint Resolution 2005-429** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Juvenile Justice Center and Finley School District relating to truancy matters, effective September 1, 2005 through July 31, 2006. (Exhibit 3)
4. Approval of **joint Resolution 2005-430** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Juvenile Justice Center and Kennewick School District relating to truancy matters, effective September 1, 2005 through July 31, 2006. (Exhibit 4)
5. Approval of **joint Resolution 2005-431** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Juvenile Justice Center and Kiona-Benton School District relating to truancy matters, effective September 1, 2005 through July 31, 2006. (Exhibit 5)
6. Approval of **joint Resolution 2005-432** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Juvenile Justice Center and Pasco School District relating to truancy matters, effective September 1, 2005 through July 31, 2006. (Exhibit 6)

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7. Approval of **joint Resolution 2005-433** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Juvenile Justice Center and Prosser School District relating to truancy matters, effective September 1, 2005 through July 31, 2006. (Exhibit 7)
8. Approval of **joint Resolution 2005-434** in the matter of an appointing Thomas J. Atwood to the Benton-Franklin Counties' Substance Abuse Administrative Board, filling Bill Platts' vacancy which expires December 31, 2005. (Exhibit 8)

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

Sheriff

The Board has received a letter from Sheriff Lathim objecting to payment from his budgets of some insurance amounts. The Board reviewed a letter of response.

**Motion** – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Auditor's request for approval of contract with Sequoia for voting systems

Mr. Brock said he has been told by Elections Supervisor Diana Killian that the money to pay Sequoia will be available but is not available now. Mrs. Corkrum said the auditor said we might have to take out a loan for a portion. Mr. Brock said the contract indicates that the money has to be paid as soon as the contract is signed. An email clarification stated it would have to be paid within 30 days.

The grant money is expected to be received in the middle to end of October.

Mr. Brock has no problem with the first half of payments if the money will be there but is concerned if it is not there yet.

**Motion** – Mr. Koch: I move that we accept the purchase agreement between Franklin County and Sequoia for voting systems. This is Resolution 2005-435. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 10)

**PLANNING AND DEVELOPMENT DEPARTMENT**

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

Department Update

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The planners told the Board about their concerns about requirements in the zoning code that will be considered by the Board in a public hearing on October 12 regarding roof pitches of 5:12 versus 4:12 versus 3:12. Pictures of existing manufactured homes were reviewed. If the 5:12 pitch is the only one allowed, it would limit manufactured homes to only double-wide size versus triple-wide size.

The ordinance as currently drafted would require that manufactured homes and site-built homes have a 5:12 roof pitch and it is permitted. If it is less than 5:12, it can be done but it has to have intersecting right angles (such as dormers). Mr. MacPherson thinks the 5:12 requirement is not feasible. A two- or three-car garage can be added easily to some of the manufactured homes. Other pictures were reviewed of manufactured homes with intersecting right angles.

Mr. MacPherson suggested making a change so the elevated right angle roof pitch is not required. Instead, a right angle would be required that is elevated so the eaves are separated to break up the roofline. This roof requirement would be for areas of west Pasco, the urban growth area and for the riverfront area. The requirements are for both manufactured homes and site-built homes. The Board will consider the change at the hearing on Wednesday.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board. Present in audience: Troy Woody.

Classification Review Committee: Chief Criminal Deputy Prosecuting Attorney

The Classification Review Committee reviewed and approved a request for placement on the salary schedule of the chief criminal deputy prosecuting attorney on September 28. Mrs. Corkrum expressed her concerns about the factors the Classification Review Committee uses. She said the grade should not be determined by the committee but only the step. She said the grade is set already. The step is according to a person's experience. Mr. Bowen explained how the Classification Review Committee makes determinations for their recommendations.

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

Courthouse Renovation: Potential Change Order #109

Mr. Bowen said the change is optional but he would hope the Board would approve it. In the past, the department name plates outside the doors have been made from black plastic. We are asking to have bronze plates put in next to the doors in the historic areas rather than black plastic. The cost is \$1654.

**Motion** – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor.  
Rogers Surveying

Mr. Bowen was told that Rogers Surveying has completed the binding site plans for the county's properties near TRAC. The Board plans to set a minimum bid amount so the properties can be put out for bid.

**TRAC**

TRAC Manager Troy Woody met with the Board.

RV Park Update

The September 2005 RV Park Profit and Loss report was reviewed.

TRAC

Mr. Woody said he is pricing additional horse stalls. The most recent event could have sold an additional 60 stalls.

Red Cross

The Red Cross would like to use TRAC for an emergency location in the event of a major disaster. Mr. Woody said we already have a handshake agreement with the Pasco School District to be the bus drop-off in the event of an emergency. The two uses may not be compatible. Mr. Woody said he is reviewing the matter. TRAC is not big enough for an emergency shelter for the entire Tri-City area.

Request to use TRAC name

A man building a strip mall near TRAC has requested to use TRAC in his business name. The prosecutor's office is checking if we have a trademark on the TRAC

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name. Mr. Woody would recommend that we not allow it. One reason is because TRAC is confused already with the entire area.

Call Sheet Update

An example of the call sheets handled by the sales staff at TRAC was reviewed. It includes calls to existing customers and cold calls to potential customers. Mr. Woody told the Board what he expects of the sales staff regarding calls.

Aging Report

Mr. Woody gave the Board a "TRAC Center Facts" report (Exhibit 12).

Invoice Aging Detail

The invoice aging detail sheet dated September 30, 2005, was reviewed. Mr. Woody told the Board about efforts that he has made to take care of many of the aging invoices totaling about \$35,000. In the future, he does not expect many invoices to age as costs will be taken care of upfront.

Monroe Trip

Three TRAC staff members will attend the Paint Horse Show at Monroe on October 22 to learn more about horse shows.

Other Business

A large Hispanic event was cancelled due to some promoter issues.

Mr. Woody gave the Board a handout called "Overview" that was included in the state's economic development packet (Exhibit 13).

The Tri-Cities Coliseum has agreed to relocate the Sports Hall of Fame to the Coliseum. The pictures are gradually being moved to the Coliseum. Mr. Woody said the room has not rented in the recent past because the displays on the walls were not conducive to a meeting room.

Special projects: The neon sign is being installed today on the west end of the arena. Ice rink repairs have been completed. A vendor has been selected for concrete work to pour the slab underneath the bleachers and mechanical rooms.

The storage shed project is going through the permitting process. It will measure 40 x 50 and be 20 feet high. The three rolling doors are 10 x 12. It is expected to be

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built in the next few weeks on the end of the Exposition Hall. Mr. Woody said there will be storage racks for chairs on pallets that will be handled by forklifts and stacked three high. He feels the storage problems will be solved for the next 10 years.

**Recessed** at 10:33 a.m.

**Reconvened** at 10:36 a.m.

Minutes


**Motion** – Mr. Koch: I move we accept the minutes for October 5, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

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

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until October 12, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed October 17, 2005.

**FRANKLIN COUNTY RESOLUTION NO. 2005 427**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: APPROVE THE QUOTE FROM CERIUM NETWORKS FOR ADDITIONAL VOICEMAIL BOXES FOR ALL OF THE TELEPHONES IN THE TREASURER'S OFFICE**

**WHEREAS**, the Franklin County Treasurer requested additional voicemail boxes for all of the telephones in the Treasurer's Office; and


**WHEREAS**, the Information Services Manager approved the expenditure of \$702.50 plus tax and shipping for said equipment and installation, to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.49.0004 (Non-Departmental Data Processing); and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Cerium Networks quote, number CERQ15293, for additional voicemail boxes for all of the telephones in the Treasurer's Office, in the amount not to exceed \$800, to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.49.0004 (Non-Departmental Data Processing).

**APPROVED** this 10<sup>th</sup> day of October 2005.

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

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Information Services

cc: Accounting Department  
Cerium Networks  
Treasurer



**Cerium Networks**  
 1011 E 2nd Ave., Suite 10  
 Spokane, WA 99202  
 800-217-0933  
[csc@ceriumnetworks.com](mailto:csc@ceriumnetworks.com)

**QUOTE**

Project # CERQ15293

Date 10/04/05

Sales Rep. Pete Sinclair

[psinclair@ceriumnetworks.com](mailto:psinclair@ceriumnetworks.com)**Sold To:**

**Franklin County**  
 Liz Cupples  
 1016 N 4th Street  
 Pasco, WA 99301  
 26227

**Ship To:**

**Franklin County**  
 Liz Cupples  
 1016 N 4th Street  
 Pasco, WA 99301  
 26227

**Central WA Location:**

5917 W Clearwater Ave, Bldg B  
 Kennewick, WA 99336

800-314-5308

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1	2	IALX ADDL MLBX 25 LIC:NU	\$281.25	\$562.50
2	1	Definity System - Remote Complex Consulting Services (SMT,DCS, ARS, UDP) 1 Hour Minimum	\$140.00	\$140.00
Quote is exclusive of any taxes or shipping unless otherwise provided			<b>Subtotal</b>	<b>\$702.50</b>

**Pricing on this quote is valid for 30 days unless otherwise agreed to in writing.**

Any professional services pricing is budgetary and based on the current equipment configuration. A formal Design Assurance review and signed Scope of Project is required prior to final pricing delivery and contract acceptance.

**Patricia Shults**

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**From:** Toni Fulton  
**Sent:** Tuesday, October 04, 2005 3:25 PM  
**To:** Patricia Shults  
**Subject:** Resolution Creation  
**Importance:** High

Hi Pat,

I've attached a quote for adding additional voicemail boxes for all of the Treasurer Dept. employees - at Tiffany's request (and Kevin's approval). Including tax, the total order will not exceed \$775.00, and will be paid from 518.80.49.0004.

Could you prepare a resolution for approval of this purchase?

Thank you so much,  
Toni

10/5/2005

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 620FRANKLIN COUNTY RESOLUTION NO. 2005 428

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 GRANT AWARD BETWEEN THE JUVENILE  
JUSTICE CENTER AND DEPARTMENT OF JUSTICE, OFFICE OF  
JUSTICE PROGRAMS, OFFICE OF JUVENILE JUSTICE AND  
DELINQUENCY PROGRAMS, and

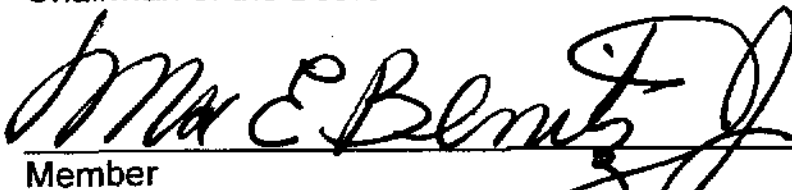
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the  
best interest of the Juvenile Justice Center that the Award 2005-DC-BX-0049 between  
Department of Justice, Office of Justice Program, and Benton-Franklin Counties Juvenile  
Justice Center be approved as presented for a term commencing October 1, 2005 and  
terminating on September 30, 2008, **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 Award.

DATED this 3<sup>rd</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

**LEO M. BOWMAN - ABSENT**

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


ATTEST:


  
Clerk of the Board

DATED this 10<sup>th</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board


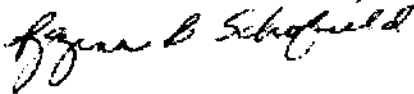
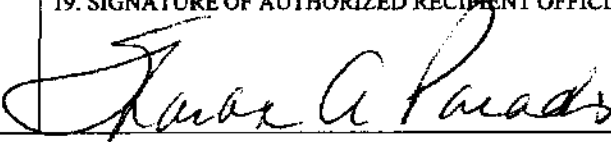
  
Chairman Pro Tem

  
Member

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

ATTEST:

  
Clerk of the Board

 <p>Department of Justice Office of Justice Programs <b>Office of Juvenile Justice and Delinquency Prevention</b></p>		<b>Grant</b>		PAGE 1 OF 3																	
<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b> Benton-Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick, WA 99336-1388		<b>4. AWARD NUMBER:</b> 2005-DC-BX-0049																			
		<b>5. PROJECT PERIOD:</b> FROM 10/01/2005 TO 09/30/2008 <b>BUDGET PERIOD:</b> FROM 10/01/2005 TO 09/30/2008																			
		<b>6. AWARD DATE</b> 09/15/2005		<b>7. ACTION</b>  Initial																	
<b>1A. GRANTEE IRS/VENDOR NO.</b> 916001305		<b>8. SUPPLEMENT NUMBER</b> 00																			
		<b>9. PREVIOUS AWARD AMOUNT</b> \$ 0																			
<b>3. PROJECT TITLE</b> Benton/Franklin Family Dependency Treatment Court		<b>10. AMOUNT OF THIS AWARD</b> \$ 450,000																			
		<b>11. TOTAL AWARD</b> \$ 450,000																			
<b>12. SPECIAL CONDITIONS</b> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
<b>13. STATUTORY AUTHORITY FOR GRANT</b> This project is supported under 42 U.S.C. 3797u (a) (BJA - Drug Courts)																					
<b>15. METHOD OF PAYMENT</b> PAPRS																					
AGENCY APPROVAL			GRANTEE ACCEPTANCE																		
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b>  Regina B. Schofield Assistant Attorney General			<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b>  Sharon Paradis Juvenile Court Administrator																		
<b>17. SIGNATURE OF APPROVING OFFICIAL</b> 			<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b> 		<b>19A. DATE</b> 9/16/05																
AGENCY USE ONLY																					
<b>20. ACCOUNTING CLASSIFICATION CODES</b> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DC</td> <td>70</td> <td>00</td> <td>00</td> <td></td> <td>450000</td> </tr> </tbody> </table>			FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DC	70	00	00		450000	<b>21. DC05T00017</b>		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT														
X	B	DC	70	00	00		450000														

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

2005 428

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
**Office of Juvenile  
Justice and Delinquency  
Prevention**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2005-DC-BX-0049

AWARD DATE 09/15/2005

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
6. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.ojp.usdoj.gov/ec/states.htm>.
7. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
8. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
9. The recipient agrees to submit quarterly financial reports on Standard Form SF 269A. These reports will be submitted within 45 days after the end of the calendar quarter, and a final report is due 120 days following the end of the award period. The reports shall be submitted to the Office of Justice Programs, Grants Management System.
10. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted online through the Office for Justice Programs Grants Management System.



Department of Justice  
Office of Justice Programs  
**Office of Juvenile  
Justice and Delinquency  
Prevention**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2005-DC-BX-0049

AWARD DATE 09/15/2005

*SPECIAL CONDITIONS*

11. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded substance abuse treatment program or service that incorporates such religious activities, (1) any such activities must be voluntary for drug treatment program participants, and (2) drug treatment program participants may not be excluded from participation in a drug treatment program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded substance abuse treatment program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative treatment program or service.
12. Recipient agrees to submit a juvenile or family drug court evaluation plan to the program office for review and approval and should be submitted in GMS as an attachment to the initial Categorical Assistance Progress report due January, 31, 2006.
13. Recipient agrees to submit a written strategy describing the jurisdiction's plan for sustaining the juvenile, tribal, or family drug court program after federal financial assistance has ended. The sustainability plan must be submitted as an attachment in GMS to the Categorical Assistance Progress Report submitted by the end of the first year of the grant period, DUE JANUARY 31, 2007, in order to be in compliance with this requirement.
14. The recipient agrees to develop and maintain a Juvenile or Family Drug Court Policies and Procedures manual for program operations. By the end of the first year of the grant period, the manual must be submitted as an attachment to the grantee's Categorical Progress Report, DUE JANUARY 31, 2007.

**BENTON COUNTY APPROVAL**

Approved as to Form:

Sarah Villanueva 9/21/05

Sarah Villanueva, Deputy Prosecuting Attorney Date

By: Claude L. Oliver  
Name: Claude L. Oliver  
Title: Chairman, Board of Commissioners  
Date: 10-3-05

Attest:

Clerk of the Board:

Carrie McFarquhar

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Bob 09.23.05

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: Frank H. Brock  
Name: Frank H. Brock  
Title: Chairman, Board of Commissioners  
Date: 10/10/05

Attest:

Clerk of the Board:

Mary Withers

**Department of Justice**

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*


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*Washington, D.C. 20531***Memorandum To:** Official Grant File**From:** Donn T. Davis, OJJDP NEPA Coordinator**Subject:** Categorical Exclusion for Benton-Franklin Counties Juvenile Justice Center

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met.

The activities covered by this special condition are:

- a. new construction;
- b. minor renovation or remodeling of a property either;
  - (1) listed on or eligible for listing on the National Register of Historic Places or;
  - (2) located within a 100-year flood plain;
- c. a renovation, lease, or any other proposed use of a building or facility that will either;
  - (1) result in a change in its basic prior use or;
  - (2) significantly change its size and;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are;
  - (1) purchased as an incidental component of a funded activity and;
  - (2) traditionally used, for example, in office, household, recreational, or education envir.

 <p style="text-align: center;">Department of Justice Office of Justice Programs <b>Office of Juvenile Justice and Delinquency Prevention</b></p>		<p style="text-align: center;"><b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b></p> <p style="text-align: center;"><b>Grant</b></p> <table border="1" style="width: 100%;"> <tr> <td data-bbox="1028 432 1524 531">PROJECT NUMBER 2005-DC-BX-0049</td><td data-bbox="1524 432 1873 531">PAGE 1 OF 1</td></tr> </table>		PROJECT NUMBER 2005-DC-BX-0049	PAGE 1 OF 1
PROJECT NUMBER 2005-DC-BX-0049	PAGE 1 OF 1				
<p>This project is supported under 42 U.S.C. 3797u (a) (BJA - Drug Courts)</p>					
<p><b>1. STAFF CONTACT (Name &amp; telephone number)</b></p> <p>Gwen Williams (202) 616-1611</p>		<p><b>2. PROJECT DIRECTOR (Name, address &amp; telephone number)</b></p> <p>Jacque Van Wormer Intervention Manager 5606 W Canal PL STE 106 Kennewick, WA 99336-1388 (509) 737-2779</p>			
<p><b>3a. TITLE OF THE PROGRAM</b></p> <p>OJDP FY 2005 Family Drug Court Implementation Program</p>		<p><b>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</b></p>			
<p><b>4. TITLE OF PROJECT</b></p> <p>Benton/Franklin Family Dependency Treatment Court</p>					
<p><b>5. NAME &amp; ADDRESS OF GRANTEE</b></p> <p>Benton-Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick, WA 99336-1388</p>		<p><b>6. NAME &amp; ADDRESS OF SUBGRANTEE</b></p>			
<p><b>7. PROGRAM PERIOD</b></p> <p>FROM: 10/01/2005 TO: 09/30/2008</p>		<p><b>8. BUDGET PERIOD</b></p> <p>FROM: 10/01/2005 TO: 09/30/2008</p>			
<p><b>9. AMOUNT OF AWARD</b></p> <p>\$ 450,000</p>		<p><b>10. DATE OF AWARD</b></p> <p>09/15/2005</p>			
<p><b>11. SECOND YEAR'S BUDGET</b></p>		<p><b>12. SECOND YEAR'S BUDGET AMOUNT</b></p>			
<p><b>13. THIRD YEAR'S BUDGET PERIOD</b></p>		<p><b>14. THIRD YEAR'S BUDGET AMOUNT</b></p>			
<p><b>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</b></p> <p>The Juvenile and Family Drug Court Discretionary Grant Program is designed to assist states, state courts, local courts, units of local government, and Indian tribal governments in developing and establishing drug courts for substance-abusing juvenile offenders. Drug court programs funded by the Juvenile and Family Court Discretionary Grant Program are required by law to target nonviolent offenders. The Program supports the following activities: Juvenile drug court implementation, Family drug court implementation, Single jurisdiction drug court enhancement, Statewide drug court enhancement, and planning efforts. Benton and Franklin Counties' Juvenile Justice Center will use this implementation grant to support a family drug court. Child safety and well being are the primary goals of the Benton and Franklin Family Dependency Treatment Court (BFFDTC), with an emphasis on decreased reliance by participants and dependents on social services, successful and early reunification of families and a reduced time to permanency. To</p>					

be eligible for BFFDTC, parents must have no history of violent crimes, no serious mental health disorder, and no chronic or terminal medical condition requiring extensive medical treatment, and no history of violent behavior towards anyone involved in the dependency process. The grantee will report performance measures that include 1) Number of participants arrested for drug charges while participating in the drug court and 2) Number of graduates (participants who have completed all treatment).CA/NCF

<p>AGENDA ITEM: <u>Consent</u></p> <p>MEETING DATE: <u>B/C 10-03-05 F/C 10-10-05</u></p> <p>SUBJECT: <u>Resolution Auth. Signature</u>  <u>On the OJJDP Grant 2005-DC-BX-0049 for</u>  <u>Family Dependency Treatment Court</u></p> <p>Prepared By: <u>Kathryn M. Phillips</u></p> <p>Reviewed By: <u>Sharon Paradis</u></p>	<p><b><u>TYPE OF ACTION NEEDED</u></b></p> <p>Executive Contract      <u>X</u></p> <p>Pass Resolution          <u>X</u></p> <p>Pass Ordinance</p> <p>Pass Motion</p> <p>Other</p>	<p>CONSENT AGENDA      <u>X</u></p> <p>PUBLIC HEARING</p> <p>1ST DISCUSSION</p> <p>2ND DISCUSSION</p> <p>OTHER</p>
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**BACKGROUND INFORMATION**

In May 2005, the Benton-Franklin Counties Superior Court, Juvenile Division, applied to the Department of Justice, Office of Juvenile Justice and delinquency Prevention for the Family Drug Court Implementation Program consistent with the statutory authority for Grant under 42 U.S.C. 3797u(a) (BJA - Drug Courts).

**SUMMARY**

The grant amount awarded is \$ 450,000.00 to facilitate implementation of establishing a new family dependency drug court and was to this court on September 16, 2005. These funds are dedicated for the purpose of implementing the family dependency drug court for a term effective to-wit: October 1, 2005, through September 30, 2008.

**RECOMMENDATION**

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Award 2005-DC-BX-0049, for the project, as written.

**FISCAL IMPACT**

This is a Grant of \$450,000.00.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Award 2005-DC-BX-0049 between Benton-Franklin Counties Superior Court, Juvenile Division, and the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 621FRANKLIN COUNTY RESOLUTION NO. 2005 429

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 FEE FOR SERVICE AGREEMENT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND FINLEY SCHOOL DISTRICT, and

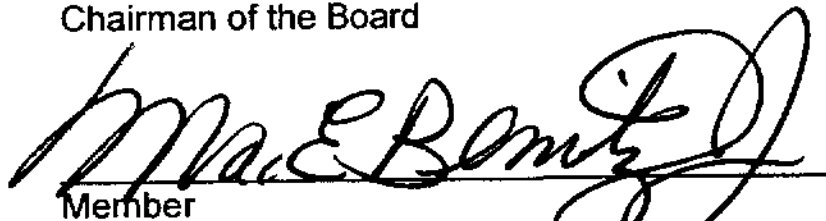
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Agreement between Finley School District, in the amount of \$645.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2005 and terminating on July 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 Fee For Service Agreement.

DATED this 3<sup>rd</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

**LEO M. BOWMAN - ABSENT**

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

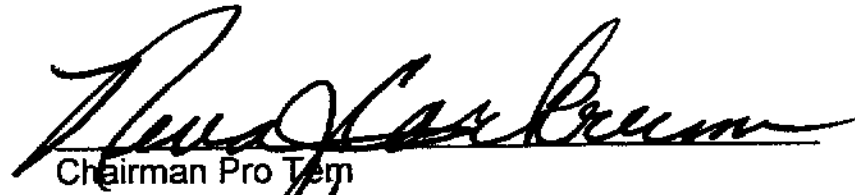
ATTEST:


  
Clerk of the Board

DATED this 10<sup>th</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman Pro Tem



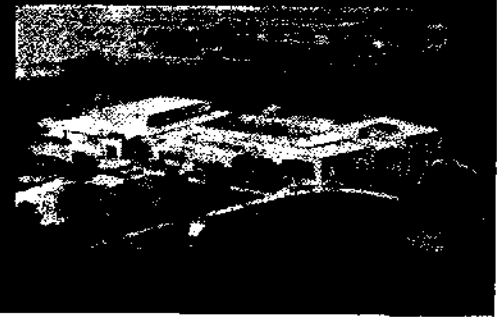
Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

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

### FEE FOR SERVICES AGREEMENT TERMS AND CONDITIONS

2005 429

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-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Finley School District, with its principal offices at 224606 E Game RD, Kennewick, WA, 99337, (hereinafter "DISTRICT").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2005, through July 31, 2006, unless sooner terminated as provided herein.

#### 2. SERVICES PROVIDED

The COUNTIES shall perform the following services:

- a. Develop, recruit and train a truancy board; implement and follow-up of truancy board recommendations; assist family in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.
- b. The COUNTIES 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 DISTRICT.
- c. The COUNTIES shall perform the work specified in the Contract according to standard industry practice and shall be performed under the coordination of the Truancy Court Liaison.
- d. The COUNTIES shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

### **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 DISTRICT: **Suzanne Feeney  
Superintendent  
Finley School District  
224606 E Game RD  
Kennewick WA 99337**
- 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 COUNTIES shall be paid as follows:

- a. Funding in the amount of \$645.00 for the entire contract period, to be processed with their first payment cycle after receiving an invoice (bill) from said COUNTIES.
- b. The maximum total amount payable by the DISTRICT to the COUNTIES under this Contract shall not exceed \$645.00.
- c. No payment shall be made for any work performed by the COUNTIES, except for work identified and set forth in this Contract.
- d. The COUNTIES will submit invoices to the DISTRICT once per quarter during the progress of the work. Invoices shall cover the time COUNTIES performed work for the DISTRICT during the billing period. The DISTRICT shall pay the COUNTIES for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

### **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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the DISTRICT.
- b. In the event this agreement is terminated, all services will cease and an appropriate portion of the funds shall be returned to the DISTRICT on a pro-rated basis.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The COUNTIES shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the COUNTIES under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the DISTRICT.
- a. The COUNTIES 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 COUNTIES, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The COUNTIES agrees that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. All services provided by the COUNTIES shall not be considered the practice of law, nor shall any legal advice nor representation be given by the COUNTIES.

**11. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The DISTRICT agrees that if it uses any materials prepared by the COUNTIES for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTIES harmless there from to the extent such use is not agreed to in writing by the COUNTIES.

**12. CONFIDENTIALITY**

The DISTRICT, 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 COUNTIES shall promptly give the DISTRICT written notice of any judicial proceeding seeking disclosure of such information.

**13. 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 and Franklin Counties, Washington.

**14. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the DISTRICT 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.

**15. 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.

# 16. 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.

# 17. 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:

<p align="center"><b>FINLEY SCHOOL DISTRICT</b></p> <p><i>Suzanne Fenney</i>  <b>Suzanne Fenney</b>          Superintendent</p> <p align="right">Date</p>	<p align="center"><b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b></p> <p><i>Sharon A. Paradis</i> 8/5/05  <b>Sharon A. Paradis</b>          Administrator</p> <p align="right">Date</p>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><i>Sarah Villanueva</i> 9/21/05          Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: <i>Claude L. Oliver</i>          Name: <u>Claude L. Oliver</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>10-3-05</u></p> <p>Attest:</p> <p>Clerk of the Board: <i>Carm McKeon</i></p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><i>RUB</i> 09.23.05          Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: <i>Frank H. Brock</i>          Name: <u>Frank H. Brock</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>10/10/05</u></p> <p>Attest:</p> <p>Clerk of the Board: <i>Mary Withers</i></p>

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 10-03-05 F/C 10-10-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Finley School District for 2005 2006 School Year	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2004, through June 30, 2005), the Finley School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2005, through July 31, 2006.

**SUMMARY**

Finley has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Agreement with the Finley School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements with the Finley School District.

## JOINT RESOLUTION

05 622

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

FRANKLIN COUNTY RESOLUTION NO. 2005 430

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 FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KENNEWICK  
SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the  
best interest of the Juvenile Justice Center that the Fee for Service Agreement between  
Kennewick School District, in the amount of \$29,939.60 and Benton-Franklin Juvenile  
Justice Center be approved as presented for a term commencing September 1, 2005 and  
terminating on July 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 Fee For Service Agreement.

DATED this 3<sup>rd</sup> day of October 2005.

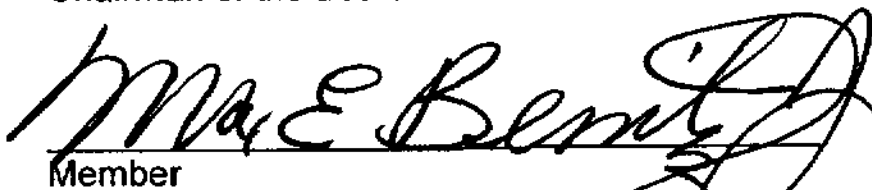
DATED this 10<sup>th</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman of the Board

  
Member

  
Chairman Pro Tem

**LEO M. BOWMAN - ABSENT**

  
Member

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

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

ATTEST:

  
Clerk of the Board

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

### FEE FOR SERVICES AGREEMENT TERMS AND CONDITIONS

2005 430

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-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Kennewick School District, with its principal offices at 524 South Auburn, Kennewick, WA, 99336, (hereinafter "DISTRICT").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2005, through July 31, 2006, unless sooner terminated as provided herein.

#### 2. SERVICES PROVIDED

The COUNTIES shall perform the following services:

- a. Develop, recruit and train a truancy board; implement and follow-up of truancy board recommendations; assist family in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide Attendance Specialist on an "as needed" basis up to and including 752 hours at \$12.30 per hour.
- b. The COUNTIES 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 DISTRICT.
- c. The COUNTIES shall perform the work specified in the Contract according to standard industry practice and shall be performed under the coordination of the Truancy Court Liaison.

- d. The COUNTIES shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The COUNTIES shall confer with the DISTRICT from time to time during the progress of the work. The COUNTIES shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the DISTRICT.

### 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 DISTRICT: **Dr. Paul Rosier**  
**Superintendent**  
**Kennewick School District**  
**524 South Auburn**  
**Kennewick WA 99336**
- 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 COUNTIES shall be paid as follows:

- a. Funding in the amount of \$20,690.00, plus \$9,249.60 for tracker services, for the entire contract period, to be processed with their first payment cycle after receiving an invoice (bill) from said COUNTIES.
- b. The maximum total amount payable by the DISTRICT to the COUNTIES under this Contract shall not exceed \$29,939.60.
- c. No payment shall be made for any work performed by the COUNTIES, except for work identified and set forth in this Contract.
- d. The COUNTIES will submit invoices to the DISTRICT once per quarter during the progress of the work. Invoices shall cover the time COUNTIES performed work for the DISTRICT during the billing period. The DISTRICT shall pay the COUNTIES for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

### 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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the DISTRICT.
- b. In the event this agreement is terminated, all services will cease and an appropriate portion of the funds shall be returned to the DISTRICT on a pro-rated basis.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The COUNTIES shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the COUNTIES under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the DISTRICT.
- b. The COUNTIES 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 COUNTIES, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The COUNTIES agrees that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. All services provided by the COUNTIES shall not be considered the practice of law, nor shall any legal advice nor representation be given by the COUNTIES.

**11. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The DISTRICT agrees that if it uses any materials prepared by the COUNTIES for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTIES harmless there from to the extent such use is not agreed to in writing by the COUNTIES.

**12. CONFIDENTIALITY**

The DISTRICT, 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 COUNTIES shall promptly give the DISTRICT written notice of any judicial proceeding seeking disclosure of such information.

**13. 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 and Franklin Counties, Washington.

**14. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the DISTRICT 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.

**15. 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.

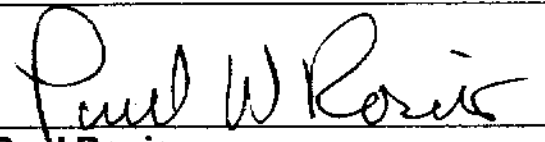
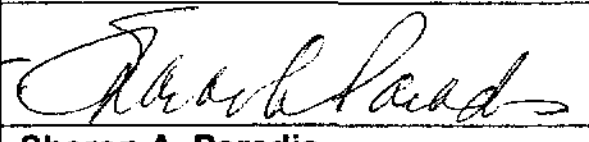
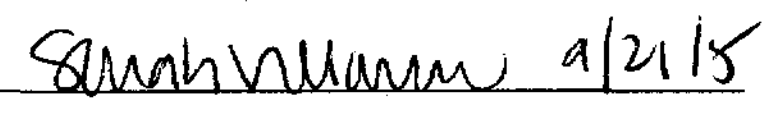


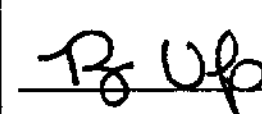

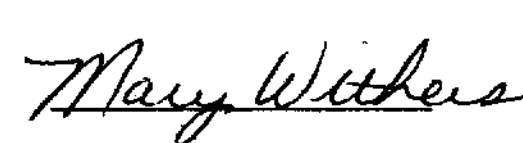
## 16. ENTIRE AGREEMENT

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.

## 17. 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:

<b>KENNEWICK SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 <b>Dr. Paul Rosier</b> <b>Superintendent</b>	 <b>Sharon A. Paradis</b> <b>Administrator</b>
<b>BENTON COUNTY APPROVAL</b> Approved as to Form:  Sarah Villanueva, Deputy Prosecuting Attorney Date  By:  Name: Claude L. Oliver Title: Chairman, Board of Commissioners Date: 10-3-05  Attest:  Clerk of the Board: 	<b>FRANKLIN COUNTY APPROVAL</b> Approved as to Form:  Ryan Verhulst, Civil Deputy Prosecuting Attorney Date  By:  Name: Frank H. Brock Title: Chairman, Board of Commissioners Date: 10/10/05  Attest:  Clerk of the Board: 

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 10-03-05 F/C 10-10-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Kennewick School District for 2005 2006 School Year	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2004, through June 30, 2005), the Kennewick School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2005, through July 31, 2006.

**SUMMARY**

Kennewick has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Agreement with the Kennewick School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements with the Kennewick School District.

## JOINT RESOLUTION

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

05 623

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

2005 431

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 FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KIONA-BENTON  
SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the  
best interest of the Juvenile Justice Center that the Fee for Service Agreement between  
Kiona-Benton School District, in the amount of \$2,887.40 and Benton-Franklin Juvenile  
Justice Center be approved as presented for a term commencing September 1, 2005 and  
terminating on July 31, 2006, **NOW, THEREFORE**

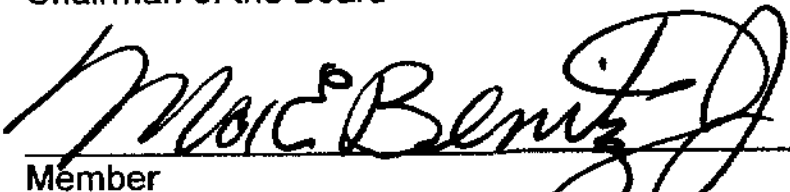
**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and  
the Chairman of the Board of Franklin County Commissioners be and they hereby are  
authorized to sign, on behalf of their respective county, the Fee For Service Agreement.

DATED this 3<sup>rd</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Member

LEO M. BOWMAN - ABSENT

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

ATTEST:



Clerk of the Board

DATED this 10<sup>th</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem



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

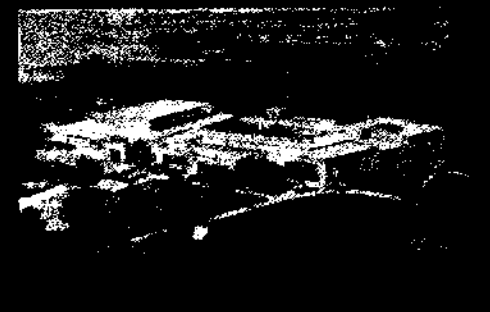
ATTEST:



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

### FEE FOR SERVICES AGREEMENT TERMS AND CONDITIONS

2005 431

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-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Kiona-Benton School District, with its principal offices at 1107 Grace, Benton City, WA, 99320, (hereinafter "DISTRICT").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2005, through July 31, 2006, unless sooner terminated as provided herein.

#### 2. SERVICES PROVIDED

The COUNTIES shall perform the following services:

- a. Develop, recruit and train a truancy board; implement and follow-up of truancy board recommendations; assist family in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide Attendance Specialist on an "as needed" basis up to and including 138 hours at \$12.30 per hour.
- b. The COUNTIES 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 DISTRICT.
- c. The COUNTIES shall perform the work specified in the Contract according to standard industry practice and shall be performed under the coordination of the Truancy Court Liaison.

- d. The COUNTIES shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The COUNTIES shall confer with the DISTRICT from time to time during the progress of the work. The COUNTIES shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the DISTRICT.

### 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 DISTRICT: **Mr. Gary Henderson**  
**Superintendent**  
**Kiona-Benton School District**  
**PO Box 488**  
**1107 Grace**  
**Benton City WA 99320-0488**
- 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 COUNTIES shall be paid as follows:

- a. Funding in the amount of \$1,190.00, plus \$1,697.40 for tracker services, for the entire contract period, to be processed with their first payment cycle after receiving an invoice (bill) from said COUNTIES.
- b. The maximum total amount payable by the DISTRICT to the COUNTIES under this Contract shall not exceed \$2,887.40.
- c. No payment shall be made for any work performed by the COUNTIES, except for work identified and set forth in this Contract.
- d. The COUNTIES will submit invoices to the DISTRICT once per quarter during the progress of the work. Invoices shall cover the time COUNTIES performed work for the DISTRICT during the billing period. The DISTRICT shall pay the COUNTIES for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

**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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the DISTRICT.
- b. In the event this agreement is terminated, all services will cease and an appropriate portion of the funds shall be returned to the DISTRICT on a pro-rated basis.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The COUNTIES shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the COUNTIES under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the DISTRICT.
- b. The COUNTIES 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 COUNTIES, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The COUNTIES agrees that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. All services provided by the COUNTIES shall not be considered the practice of law, nor shall any legal advice nor representation be given by the COUNTIES.

**11. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The DISTRICT agrees that if it uses any materials prepared by the COUNTIES for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTIES harmless there from to the extent such use is not agreed to in writing by the COUNTIES.

**12. CONFIDENTIALITY**

The DISTRICT, 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 COUNTIES shall promptly give the DISTRICT written notice of any judicial proceeding seeking disclosure of such information.

**13. 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 and Franklin Counties, Washington.

**14. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the DISTRICT 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.

**15. 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.


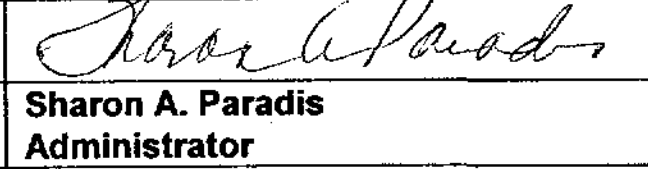




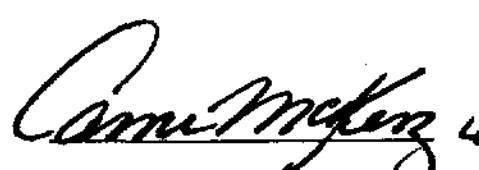
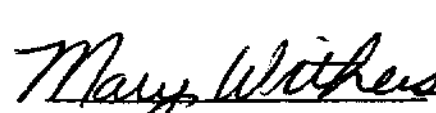
## 16. ENTIRE AGREEMENT

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.

## 17. 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:

<b>KIONA-BENTON SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 <b>Gary Henderson</b> Superintendent	 <b>Sharon A. Paradis</b> Administrator
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:	Approved as to Form:
 Sarah Villanueva, Deputy Prosecuting Attorney	 Ryan Verhulp, Civil Deputy Prosecuting Attorney
By:  Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>10-3-05</u>	By:  Name: <u>Frank H. Brock</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>10/10/05</u>
Attest:  Clerk of the Board: 	Attest:  Clerk of the Board: 

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 10-03-05 F/C 10-10-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Kiona-Benton School District for 2005 2006 School Year	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2004, through June 30, 2005), the Kiona-Benton School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2005, through July 31, 2006.

**SUMMARY**

Kiona-Benton has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Agreement with the Kiona-Benton School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements with the Kiona-Benton School District.

## JOINT RESOLUTION

05 624

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

FRANKLIN COUNTY RESOLUTION NO. 2005 432

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 FEE FOR SERVICE AGREEMENT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PASCO SCHOOL DISTRICT, and

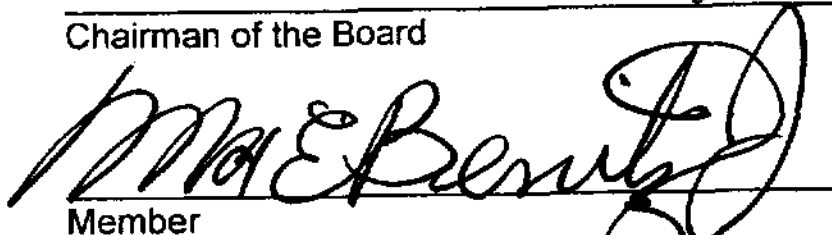
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Agreement between Pasco School District, in the amount of \$36,995.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2005 and terminating on July 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 Fee For Service Agreement.

DATED this 3<sup>rd</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

**LEO M. BOWMAN - ABSENT**

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

ATTEST:

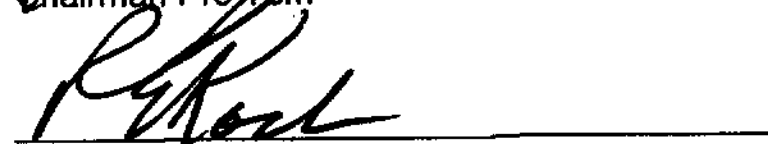
  
Clerk of the Board

DATED this 10<sup>th</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS


  
Chairman of the Board

  
Chairman Pro Tem



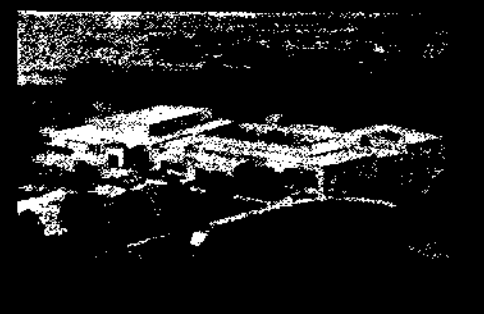
Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

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

### FEE FOR SERVICES AGREEMENT TERMS AND CONDITIONS

2005 432

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-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Pasco School District, with its principal offices at 1215 W Lewis, Pasco, WA, 99301, (hereinafter "DISTRICT").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2005, through July 31, 2006, unless sooner terminated as provided herein.

#### 2. SERVICES PROVIDED

The COUNTIES shall perform the following services:

- a. Develop, recruit and train a truancy board; implement and follow-up of truancy board recommendations; assist family in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.
- b. The COUNTIES 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 DISTRICT.
- c. The COUNTIES shall perform the work specified in the Contract according to standard industry practice and shall be performed under the coordination of the Truancy Court Liaison.
- d. The COUNTIES shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

### **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 DISTRICT: **Saundra Hill  
Superintendent  
Pasco School District  
12115 W Lewis  
Pasco WA 99301**
- 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 COUNTIES shall be paid as follows:

- a. Funding in the amount of \$36,995.00 for the entire contract period, to be processed with their first payment cycle after receiving an invoice (bill) from said COUNTIES.
- b. The maximum total amount payable by the DISTRICT to the COUNTIES under this Contract shall not exceed \$36,995.00.
- c. No payment shall be made for any work performed by the COUNTIES, except for work identified and set forth in this Contract.
- d. The COUNTIES will submit invoices to the DISTRICT once per quarter during the progress of the work. Invoices shall cover the time COUNTIES performed work for the DISTRICT during the billing period. The DISTRICT shall pay the COUNTIES for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

### **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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the DISTRICT.
- b. In the event this agreement is terminated, all services will cease and an appropriate portion of the funds shall be returned to the DISTRICT on a pro-rated basis.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The COUNTIES shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the COUNTIES under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the DISTRICT.
- a. The COUNTIES 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 COUNTIES, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The COUNTIES agrees that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. All services provided by the COUNTIES shall not be considered the practice of law, nor shall any legal advice nor representation be given by the COUNTIES.

**11. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The DISTRICT agrees that if it uses any materials prepared by the COUNTIES for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTIES harmless there from to the extent such use is not agreed to in writing by the COUNTIES.

**12. CONFIDENTIALITY**

The DISTRICT, 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 COUNTIES shall promptly give the DISTRICT written notice of any judicial proceeding seeking disclosure of such information.

**13. 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 and Franklin Counties, Washington.

**14. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the DISTRICT 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.

**15. 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.

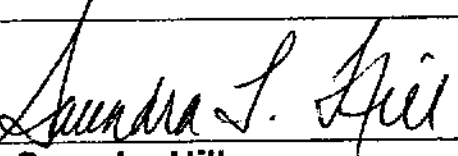
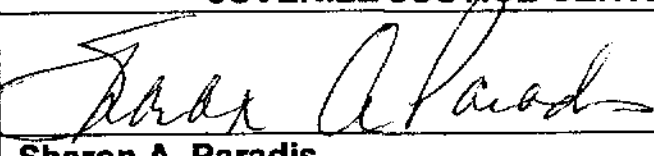


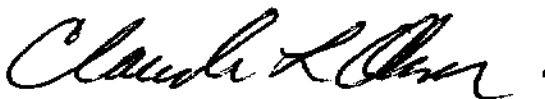
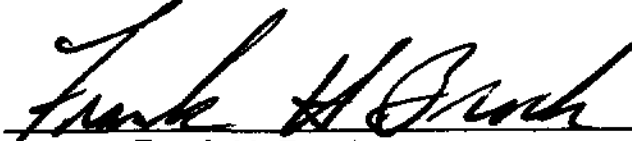

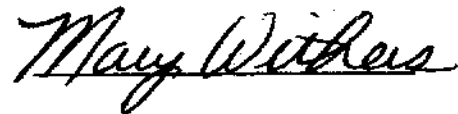
# 16. ENTIRE AGREEMENT

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.

# 17. 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:

<b>PASCO SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 <b>Sandra Hill</b> <b>Superintendent</b>	 <b>Sharon A. Paradis</b> <b>Administrator</b>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:	Approved as to Form:
 <b>Sarah Villanueva, Deputy Prosecuting Attorney</b>	 <b>Ryan Verhulp, Civil Deputy Prosecuting Attorney</b>
By:  Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>10-3-05</u>	By:  Name: <u>Frank H. Brock</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>10/10/05</u>
Attest:  Clerk of the Board: 	Attest:  Clerk of the Board: 

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 10-03-05 F/C 10-10-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Truancy Contract for Pasco School District for 2005 2006 School Year	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**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2004, through June 30, 2005), the Pasco School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2005, through July 31, 2006.

**SUMMARY**

Pasco has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Agreement with the Pasco School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements with the Pasco School District.

## JOINT RESOLUTION

05 625

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

FRANKLIN COUNTY RESOLUTION NO. 2005 433

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 FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PROSSER  
SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the  
best interest of the Juvenile Justice Center that the Fee for Service Agreement between  
Prosser School District, in the amount of \$6,656.00 and Benton-Franklin Juvenile Justice  
Center be approved as presented for a term commencing September 1, 2005 and  
terminating on July 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 Fee For Service Agreement.

DATED this 3<sup>rd</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Member

**LEO M. BOWMAN - ABSENT**

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

ATTEST:



Clerk of the Board

DATED this 10<sup>th</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem



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

### FEE FOR SERVICES AGREEMENT TERMS AND CONDITIONS

2005 433

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-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Prosser School District, with its principal offices at 823 Park AVE, Prosser, WA, 99350, (hereinafter "DISTRICT").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2005, through July 31, 2006, unless sooner terminated as provided herein.

#### 2. SERVICES PROVIDED

The COUNTIES shall perform the following services:

- a. Develop, recruit and train a truancy board; implement and follow-up of truancy board recommendations; assist family in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide Attendance Specialist on an "as needed" basis up to and including 170 hours at \$12.30 per hour.
- b. The COUNTIES 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 DISTRICT.
- c. The COUNTIES shall perform the work specified in the Contract according to standard industry practice and shall be performed under the coordination of the Truancy Court Liaison.

- d. The COUNTIES shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The COUNTIES shall confer with the DISTRICT from time to time during the progress of the work. The COUNTIES shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the DISTRICT.

### 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 DISTRICT: **Mr. Ray Tolcacher  
Superintendent  
Prosser School District  
823 Park AVE  
Prosser WA 99350**
- 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 COUNTIES shall be paid as follows:

- a. Funding in the amount of \$4,565.00, plus \$2,091.00 for tracker services, for the entire contract period, to be processed with their first payment cycle after receiving an invoice (bill) from said COUNTIES.
- b. The maximum total amount payable by the DISTRICT to the COUNTIES under this Contract shall not exceed \$6,656.00.
- c. No payment shall be made for any work performed by the COUNTIES, except for work identified and set forth in this Contract.
- d. The COUNTIES will submit invoices to the DISTRICT once per quarter during the progress of the work. Invoices shall cover the time COUNTIES performed work for the DISTRICT during the billing period. The DISTRICT shall pay the COUNTIES for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

### 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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the DISTRICT.
- b. In the event this agreement is terminated, all services will cease and an appropriate portion of the funds shall be returned to the DISTRICT on a pro-rated basis.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The COUNTIES shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the COUNTIES under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the DISTRICT.
- b. The COUNTIES 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 COUNTIES, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The COUNTIES agrees that all activity pursuant to this Agreement will be in accordance

with all applicable current or future federal, state and local laws, rules and regulations. All services provided by the COUNTIES shall not be considered the practice of law, nor shall any legal advice nor representation be given by the COUNTIES.

**11. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The DISTRICT agrees that if it uses any materials prepared by the COUNTIES for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTIES harmless there from to the extent such use is not agreed to in writing by the COUNTIES.

**12. CONFIDENTIALITY**

The DISTRICT, 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 COUNTIES shall promptly give the DISTRICT written notice of any judicial proceeding seeking disclosure of such information.

**13. 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 and Franklin Counties, Washington.

**14. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the DISTRICT 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.

**15. 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.

# 16. 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.

# 17. 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:


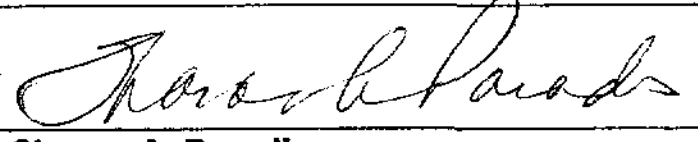
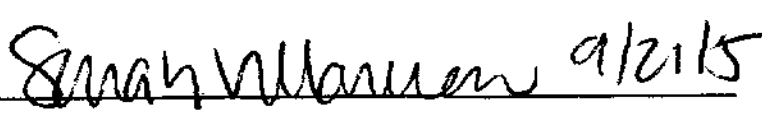
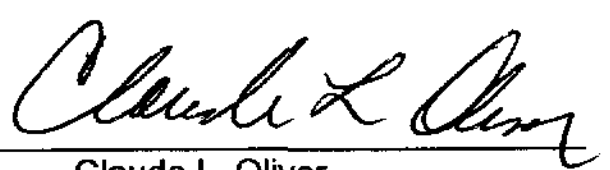

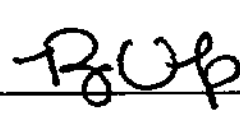
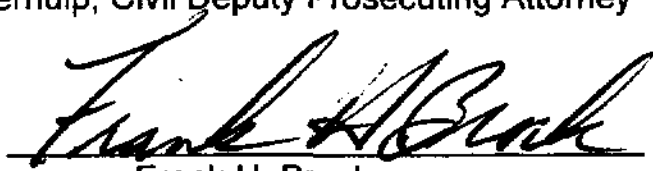
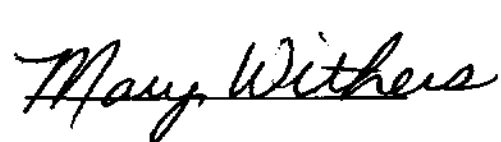
<b>PROSSER SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 <b>Ray Tolcacher</b> <b>Superintendent</b> <b>Date</b> <u>9/10/05</u>	 <b>Sharon A. Paradis</b> <b>Administrator</b> <b>Date</b> <u>8/5/05</u>
<b>BENTON COUNTY APPROVAL</b> Approved as to Form:  <b>Sarah Villanueva, Deputy Prosecuting Attorney</b> <b>Date</b>  <b>By:</b>  <b>Name:</b> <u>Claude L. Oliver</u> <b>Title:</b> <u>Chairman, Board of Commissioners</u> <b>Date:</b> <u>10-3-05</u>  <b>Attest:</b>  <b>Clerk of the Board:</b> 	<b>FRANKLIN COUNTY APPROVAL</b> Approved as to Form:  <b>Ryan Verhulp, Civil Deputy Prosecuting Attorney</b> <b>Date</b> <u>09.23.05</u>  <b>By:</b>  <b>Name:</b> <u>Frank H. Brock</u> <b>Title:</b> <u>Chairman, Board of Commissioners</u> <b>Date:</b> <u>10/10/05</u>  <b>Attest:</b>  <b>Clerk of the Board:</b> 

EXHIBIT 7  
October 10, 2005  
**PROSSER SCHOOL DISTRICT NO. 116**

823 Park Avenue • Prosser, WA 99350  
(509) 786-3323 • FAX: (509) 786-2062

REQUISITION # \_\_\_\_\_

PO # 25-0707

DATE: 9/7/05

**BILL TO:** Prosser School District  
823 Park Avenue  
Prosser, Washington 99350

Benton Franklin County  
Juvenile Justice Center  
5606 W. Canal Place Suite 106  
Kennewick, WA 99336-1388

**SHIP TO:** Prosser School District  
823 Park Ave.  
Prosser, WA 99350

MARK FOR:

**PLEASE READ ALL THE FOLLOWING INSTRUCTIONS  
PRIOR TO SENDING ORDER**

1. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES. PACKING SLIP MUST BE INCLUDED WITH EACH SHIPMENT.
2. MERCHANDISE MUST BE SHIPPED TO "SHIP TO" ADDRESS.
3. INVOICE "BILL TO" ADDRESS.  
(DO NOT INVOICE SCHOOLS)
4. DISTRICT IS NOT TAX EXEMPT.

ITEM	DESCRIPTION	UNIT COST	TOTAL COST
1	2005/2006 Contract 09/1/05 to 08/31/05		\$6,656.00
		shipping	
		SUB-TOTAL	\$6,656.00
		TAX	
		TOTAL	\$6,656.00

ACCOUNT CODE: 9700-12-700-71

9/6 Board approved

**NOTICE TO VENDOR:** AS PART OF THIS CONTRACT OF SALE BETWEEN PROSSER SCHOOL DISTRICT NO. 116 AND THE VENDOR, IT IS AGREED THAT PAYMENT FOR ALL GOODS AND SERVICES SATISFACTORILY RENDERED SHALL BE MADE TO THE VENDOR WITHIN SIXTY (60) DAYS OF RECEIPT OF GOODS AND SERVICES, OR A PROPERLY COMPLETED INVOICE, WHICHEVER IS LATER. INVOICE MUST REACH THE BUSINESS OFFICE NO LATER THAN THE 5TH OF ANY GIVEN MONTH.

THE PROSSER SCHOOL DISTRICT REQUIRES MSDS (MATERIAL SAFETY DATA SHEETS) BE INCLUDED WITH ALL APPLICABLE ITEMS PURCHASED.

**THIS PURCHASE ORDER IS NOT VALID  
UNLESS AUTHORIZED SIGNATURE IS  
PROPERLY DISPLAYED.**

Angie Hines 9/7/05  
ORDERED BY DATE

APPROVED BY DATE  
9/9/05  
AUTHORIZED BY DATE

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 10-03-05 F/C 10-10-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Prosser School District for 2005 2006 School Year	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2004, through June 30, 2005), the Prosser School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2005, through July 31, 2006.

**SUMMARY**

Prosser has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Agreement with the Prosser School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements with the Prosser School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.  
FRANKLIN COUNTY RESOLUTION NO.

**05 658**  
**2005 434**

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON**

IN THE MATTER OF AN APPOINTMENT TO THE BENTON-FRANKLIN COUNTIES' SUBSTANCE  
ABUSE ADMINISTRATIVE BOARD

WHEREAS, Benton County Resolution #82-479 and Franklin County Resolution #82-110 created the Benton-Franklin Counties' Substance Abuse Administrative Board; and,

WHEREAS, said resolutions provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties'; and,

WHEREAS, Bill Platts resigned, and was declared an open position, and Thomas J. Atwood has expressed interest and willingness to accept appointment to the Substance Abuse Administrative Board, and,

WHEREAS, the term of Bill Platts will expire on December 31, 2005, and,

WHEREAS, the Substance Abuse Administrative Board recommends this appointments; NOW,  
THEREFORE,

BE IT RESOLVED that Thomas J. Atwood, 660 Swift Blvd, Suite A, Richland, WA 99352 be hereby appointed to the Benton-Franklin Counties' Substance Abuse Administrative Board to fill the vacancy and will expire on December 31, 2005.

DATED: 10/24/05

Claude L. Ober  
Chairman of Board

Mark E. Blum  
Member

Leo M. Bauman  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: Carmie McKenzie  
Clerk of the Board

DATED: 10/10/05

Frank H. Brink  
Chairman of Board

David Lockman  
Member

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

Attest: Mary Withers  
Clerk of the Board

FRANKLIN COUNTY  
ACTION SUMMARY COVER SHEET

Subject: Joint Resolution for Appointment to  
the Substance Abuse Administrative Board

Prepared by: Carol Carey

**BACKGROUND INFORMATION**

The Counties' Substance Abuse Administrative Board (SAAB) is a nine member board which reviews substance abuse treatment and prevention programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

**SUMMARY**

Bill Platts resigned from the Board and the position was declared vacant. This position's term will end on December 31, 2005. Thomas J. Atwood has expressed interest in being appointed to fill the vacant position on the Substance Abuse Administrative Board.

**RECOMMENDATION**

Sign the Joint Resolution to appoint Thomas J. Atwood to the Board for the term which expires December 31, 2005.

**FISCAL IMPACT**

There is no fiscal impact. These are voluntary positions.

**MOTION**

To approve signing the Joint Resolution to appoint Thomas J. Atwood to the vacant term on the Substance Abuse Administrative Board which will expire December 31, 2005.

October 10, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

October 10, 2005

Sheriff Richard Lathim  
Franklin County Courthouse  
1016 North 4<sup>th</sup>  
Pasco, WA 99301

Re: **DEPARTMENTAL LIABILITY INSURANCE EXPENDITURES**


Dear Richard:

Thank you for your letter of concern regarding vouchers processed for liability insurance. Our administrative staff processes the yearly insurance invoice, utilizing employee worker hours and the number of licensed vehicles assigned to each department.

We fully understand your concern to use public funds responsibly. It is imperative to account for all expenditures accurately and believe we take great care in accomplishing this. Enclosed is a copy of the 2005-2006 Risk Pool Premium summary sheets for your review. If you still have questions after reviewing the material, we will be happy to personally discuss the issue with you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

Enclosure - 1

cc: Prosecutor Steve Lowe  
County Administrator Fred Bowen  
File/LB

## 2005 - 2006 RISK POOL PREMIUMS

Department	Admin & Programs	Admin Costs		Retro Assess & Opt Excess Ins.	Dept Premium		2005 Total for Dept
		Costs	Dept Premium		for Retro & Excess		
Current Expense	\$ 30,655.00	\$	11,419.87	\$ 3,832.00	\$ 1,427.53	\$	\$ 98,168.32
Dispatch	\$ 30,655.00	\$	1,470.93	\$ 3,832.00	\$ 183.87	\$	\$ 12,723.26
Jail	\$ 30,655.00	\$	5,367.68	\$ 3,832.00	\$ 670.98	\$	\$ 45,607.80
Sheriff	\$ 30,655.00	\$	2,779.77	\$ 3,832.00	\$ 347.48	\$	\$ 23,895.40
Boating Safety Fund	\$ 30,655.00	\$	-	\$ 3,832.00	\$ -	\$	\$ 573.36
Election Revolving	\$ 30,655.00	\$	92.75	\$ 3,832.00	\$ 11.59	\$	\$ 778.14
Auditor O&M	\$ 30,655.00	\$	11.41	\$ 3,832.00	\$ 1.43	\$	\$ 95.74
Narcotic Trust	\$ 30,655.00	\$	2.33	\$ 3,832.00	\$ 0.29	\$	\$ 592.88
Noxious Weed	\$ 30,655.00	\$	446.12	\$ 3,832.00	\$ 55.77	\$	\$ 5,271.90
Pest Board	\$ 30,655.00	\$	186.57	\$ 3,832.00	\$ 23.32	\$	\$ 1,947.54
Criminal Justice	\$ 30,655.00	\$	-	\$ 3,832.00	\$ -	\$	\$ -
Crime Victim Witness	\$ 30,655.00	\$	97.70	\$ 3,832.00	\$ 12.21	\$	\$ 819.66
Jail Commissary	\$ 30,655.00	\$	126.80	\$ 3,832.00	\$ 15.85	\$	\$ 1,063.85
TRAC	\$ 30,655.00	\$	2,505.73	\$ 3,832.00	\$ 313.23	\$	\$ 21,405.12
Growth Mgmt.	\$ 30,655.00	\$	-	\$ 3,832.00	\$ -	\$	\$ -
Solid Waste	\$ 30,655.00	\$	124.94	\$ 3,832.00	\$ 15.62	\$	\$ 1,048.27
Probation Work Crew	\$ 30,655.00	\$	237.17	\$ 3,832.00	\$ 29.65	\$	\$ 1,989.83
Courthouse	\$ 30,655.00	\$	77.73	\$ 3,832.00	\$ 9.72	\$	\$ 652.13
RV Park	\$ 30,655.00	\$	0.24	\$ 3,832.00	\$ 0.03	\$	\$ 2.03
Enhanced 911	\$ 30,655.00	\$	9.15	\$ 3,832.00	\$ 1.14	\$	\$ 76.80
Jurors	\$ 30,655.00	\$	422.26	\$ 3,832.00	\$ 52.78	\$	\$ 3,542.72
County Road	\$ 30,655.00	\$	5,275.85	\$ 3,832.00	\$ 659.50	\$	\$ 64,904.27
						\$	\$ -
		\$	30,655.00		\$ 3,832.00	\$	\$ 285,159.00

# 2005 - 2006 RISK POOL PREMIUMS

EXHIBIT 9

October 10, 2005

Department	Premium Employment Practices (MPEP)	Dept Prem for MPEP	Auto Liability (AL)	Number of Vehicles in Dept	Dept Prem for AL	Sub-Total Dept Prem for GL, MPEP & AL
Current Expense	\$ 39,201.00	\$ 14,603.49	\$ 28,094.00	13	\$ 2,484.56	\$ 85,448.92
Dispatch	\$ 39,201.00	\$ 1,881.00	\$ 28,094.00	2	\$ 382.24	\$ 11,068.45
Jail	\$ 39,201.00	\$ 6,864.09	\$ 28,094.00	3	\$ 573.36	\$ 39,569.13
Sheriff	\$ 39,201.00	\$ 3,554.71	\$ 28,094.00	3	\$ 573.36	\$ 20,768.15
Boating Safety Fund	\$ 39,201.00	\$ -	\$ 28,094.00	3	\$ 573.36	\$ 573.36
Election Revolving	\$ 39,201.00	\$ 118.60	\$ 28,094.00		\$ -	\$ 673.80
Auditor O&M	\$ 39,201.00	\$ 14.59	\$ 28,094.00		\$ -	\$ 82.90
Narcotic Trust	\$ 39,201.00	\$ 2.97	\$ 28,094.00	3	\$ 573.36	\$ 590.26
Noxious Weed	\$ 39,201.00	\$ 570.49	\$ 28,094.00	8	\$ 1,528.96	\$ 4,770.01
Pest Board	\$ 39,201.00	\$ 238.58	\$ 28,094.00	2	\$ 382.24	\$ 1,737.65
Criminal Justice	\$ 39,201.00	\$ -	\$ 28,094.00		\$ -	\$ -
Crime Victim Witness	\$ 39,201.00	\$ 124.93	\$ 28,094.00		\$ -	\$ 709.75
Jail Commissary	\$ 39,201.00	\$ 162.15	\$ 28,094.00		\$ -	\$ 921.20
TRAC	\$ 39,201.00	\$ 3,204.28	\$ 28,094.00	2	\$ 382.24	\$ 18,586.16
Growth Mgmt.	\$ 39,201.00	\$ -	\$ 28,094.00		\$ -	\$ -
Solid Waste	\$ 39,201.00	\$ 159.78	\$ 28,094.00		\$ -	\$ 907.71
Probation Work Crew	\$ 39,201.00	\$ 303.29	\$ 28,094.00		\$ -	\$ 1,723.02
Courthouse	\$ 39,201.00	\$ 99.40	\$ 28,094.00		\$ -	\$ 564.68
RV Park	\$ 39,201.00	\$ 0.31	\$ 28,094.00		\$ -	\$ 1.76
Enhanced 911	\$ 39,201.00	\$ 11.71	\$ 28,094.00		\$ -	\$ 66.50
Jurors	\$ 39,201.00	\$ 539.98	\$ 28,094.00		\$ -	\$ 3,067.67
County Road	\$ 39,201.00	\$ 6,746.65	\$ 28,094.00	108	\$ 20,640.32	\$ 58,968.92
						\$ -
		\$ 39,201.00		147	\$ 28,094.00	\$ 250,800.00

# 2005 - 2006 RISK POOL PREMIUMS

EXHIBIT 9

October 10, 2005

Department	Worker Hours		Total County Worker Hours	Variance	General		Departmental Premium for GL
	for Department				Liability (GL)		
Current Expense	189,015		507,385	0.37252863	\$ 183,505.00	\$	68,360.87
Dispatch	24,346		507,385	0.04798348	\$ 183,505.00	\$	8,805.21
Jail	88,843		507,385	0.17509978	\$ 183,505.00	\$	32,131.68
Sheriff	46,009		507,385	0.09067915	\$ 183,505.00	\$	16,640.08
Boating Safety Fund	0		507,385	0	\$ 183,505.00	\$	-
Election Revolving	1,535		507,385	0.00302549	\$ 183,505.00	\$	555.19
Auditor O&M	189		507,385	0.00037226	\$ 183,505.00	\$	68.31
Narcotic Trust	39		507,385	7.5879E-05	\$ 183,505.00	\$	13.92
Noxious Weed	7,384		507,385	0.01455305	\$ 183,505.00	\$	2,670.56
Pest Board	3,088		507,385	0.00608611	\$ 183,505.00	\$	1,116.83
Criminal Justice	0		507,385	0	\$ 183,505.00	\$	-
Crime Victim Witness	1,617		507,385	0.00318693	\$ 183,505.00	\$	584.82
Jail Commissary	2,099		507,385	0.00413641	\$ 183,505.00	\$	759.05
TRAC	41,474		507,385	0.0817397	\$ 183,505.00	\$	14,999.64
Growth Mgmt.	0		507,385	0	\$ 183,505.00	\$	-
Solid Waste	2,068		507,385	0.0040758	\$ 183,505.00	\$	747.93
Probation Work Crew	3,926		507,385	0.00773673	\$ 183,505.00	\$	1,419.73
Courthouse	1,287		507,385	0.00253555	\$ 183,505.00	\$	465.29
RV Park	4		507,385	7.8836E-06	\$ 183,505.00	\$	1.45
Enhanced 911	152		507,385	0.00029859	\$ 183,505.00	\$	54.79
Jurors	6,989		507,385	0.01377455	\$ 183,505.00	\$	2,527.70
County Road	87,323		507,385	0.17210402	\$ 183,505.00	\$	31,581.95
	507,385			1.00000000		\$	183,505.00

EXHIBIT 10  
**FRANKLIN COUNTY RESOLUTION NO. 2005-435**

October 10, 2005

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PURCHASE AGREEMENT BETWEEN FRANKLIN COUNTY AND SEQUOIA VOTING SYSTEMS, INC. FOR BALLOT TABULATING EQUIPMENT AND SOFTWARE**

**WHEREAS**, on October 29, 2002, President Bush signed the "Help America Vote Act of 2002," (HAVA) into law and is codified at 42 U.S.C. 15301 to 15545; and

**WHEREAS**, the Franklin County Auditor requests the Boards approval to purchase software and ballot tabulating equipment from Sequoia Voting Systems, Inc., in the amount of \$442,901.97, utilizing funds from HAVA; and

**WHEREAS**, the Auditor stated the County is guaranteed to receive \$257,000 from HAVA funds, thus the remainder \$185,901.97 may need to be funded by the County, utilizing the Miscellaneous Election Equipment Revolving Budget, Number 104-000-001, line item 594.11.64.0002 (Voter Maintenance System), unless entirely funded by HAVA as indicated by the state; and

**WHEREAS**, \$265,741.18 is be due upon signing the contract for the purchase of said equipment and software; and

**WHEREAS**, Sheree Noell, Sequoia Voting Systems Western Regional Sales Manager, indicated an invoice would need to be issued and payment within 30 days of receipt of the invoice would be sufficient; and

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

**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this 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 Purchase Agreement between Franklin County and Sequoia Voting Systems, Inc. for ballot tabulating equipment and software.

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

**APPROVED** this 10<sup>th</sup> day of October 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Sequoia Voting Systems, Inc.

cc: Accounting Department  
Elections  
Prosecutor's Office

2005 435

**PURCHASE AGREEMENT**  
**BETWEEN**  
**FRANKLIN COUNTY, WA**  
**AND**  
**SEQUOIA VOTING SYSTEMS, INC.**

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**AGREEMENT BETWEEN  
FRANKLIN COUNTY, WASHINGTON  
AND  
SEQUOIA VOTING SYSTEMS, INC.**

This Agreement is made and entered into as of this \_\_\_\_ day of September 2005, (the "Effective Date") by and between **FRANKLIN COUNTY**, located at 1016 North 4th Avenue, Pasco, WA 99301 (hereinafter referred to as "County") and **Sequoia Voting Systems, Inc.** (hereinafter referred to as "Sequoia"), having its offices at 7677 Oakport Street, Suite 800, Oakland, California 94621.

***RECITALS***

**WHEREAS**, Sequoia is in the business of providing election equipment, software, systems and services; and

**WHEREAS**, County desires to obtain from Sequoia election hardware, software and services on the terms and conditions set forth in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual benefits and promises set forth in this Agreement, the parties agree as follows.

**1. AGREEMENT**

The Agreement shall consist of the following:

- A. This Purchase Agreement and its attached schedules.
- B. Sequoia's manuals and other documentation for the System (the "Documentation").

In the event that there are any conflicts or differences among the above documents, the Purchase Agreement and its attached schedules shall prevail.

**2. SALE AND PURCHASE OF SYSTEM**

**A. The System**

Sequoia agrees to sell, and County agrees to purchase, on the terms set forth in this Agreement, the following:

- 1. The equipment listed on Schedule 1 to this Agreement (the Equipment").
- 2. A license for the Software listed on Schedule 1, which shall be licensed to County pursuant to Section 4 of this Agreement.

3. The additional services, if any, as set forth on Schedule 3 to this Agreement (the "Additional Services").

The Equipment and Software, when operated in accordance with the Documentation, constitutes a voting system (which is referred to in this Agreement as the "System").

**B. Purchase Price and Payment Terms**

County shall pay the purchase price for the System set forth on Schedule 1 to this Agreement (the "Purchase Price"). The Purchase Price shall be paid in accordance with the payment terms set forth in Section 6 below.

**3. DELIVERY AND INSTALLATION OF SYSTEM**

**A. Delivery**

The Equipment and Software shall be delivered to the places set forth on Schedule 4 to this Agreement. The Equipment and Software shall be shipped FOB Sequoia's place of business. Sequoia shall, at County's expense, insure the Equipment and Software at full value. Sequoia shall endeavor to notify County when the Equipment is shipped and the anticipated delivery date. The Equipment shall be preserved, packed and marked in accordance with Sequoia's standard practice. Risk of loss shall pass to County upon delivery to the carrier by Sequoia. Title to the Equipment shall not pass until Sequoia shall have received full payment from County under this Agreement.

**B. Installation**

Sequoia shall assist County with installation of the Equipment at County's delivery sites specified in Schedule 4 to this Agreement.

**4. SOFTWARE AND FIRMWARE LICENSE**

**A. License Agreement**

Sequoia shall grant to County a license for use of the Software pursuant to the software license agreement attached as Schedule 5 to this Agreement (the "License Agreement"). Simultaneously with execution of this Agreement, Sequoia and County shall execute the License Agreement. The license of the Software shall be strictly in accordance with the terms of the License Agreement.

**B. Software Upgrades**

From time to time Sequoia, in its sole discretion, may release improvements to the Software which add or change functionality of the Software, or include programs not included in the Software at the time of execution of this Agreement and the License Agreement ("Upgrades"). Upgrades shall be governed by the License Agreement whether or not installed by County. Upgrades will be provided to County if County has paid license fees as current.

**C. Firmware License**

The Equipment incorporates software and logic which constitutes an Intellectual Property Right previously owned by Sequoia pursuant to Section 22

("Firmware"). Sequoia hereby grants to the County a non-exclusive, non-transferable limited license to use the Firmware solely with and for the operation of the Equipment, as contemplated by this Agreement. The County shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decipher or analyze the Firmware in whole and in part. Unless expressly required to do so in this Agreement or in a written amendment to this Agreement signed by Sequoia, Sequoia has no obligation to modify or update the Firmware to meet any future requirements, legal or otherwise.

**D. Compliance with Law**

The Software, Upgrades and Firmware comply with applicable laws in effect at the time this Agreement was executed. Should applicable laws change in the future in such a manner as to require modifications to the Software, Upgrades or Firmware, all costs incurred in any required modification to the Software, Upgrades or Firmware will be paid by County at a price to be agreed upon at that time. All modifications shall constitute Development Intellectual Property Rights owned by Sequoia pursuant to Section 22 hereof.

**E. No Modification**

Customer shall not modify, or permit or suffer any third party to modify any Software, Upgrades or Firmware without the prior express written authorization of Sequoia in each instance.

**5. TESTING AND ACCEPTANCE**

**A. Time of Testing**

Within ten (10) days after delivery of the Equipment and Software to County in accordance with Schedule 4, County shall conduct the test procedures described in the Documentation. The test procedures shall be performed in the order set forth in the Documentation. In the event that results of the tests of Equipment or Software in accordance with the Documentation indicates that the System is not performing functions correctly, County shall notify Sequoia within five (5) days following completion of testing (a "Defect Notice"). A Defect Notice shall set forth with specificity the performance failures. Sequoia shall, within thirty (30) days from receipt of a Defect Notice, make any corrections necessary to cause the Equipment and Software to function in accordance with the Documentation. Within ten (10) calendar days of completion of such corrections, County shall retest the system in accordance with the Documentation.

**B. Acceptance**

The Equipment and Software shall be deemed to have been accepted by County on the earlier to occur of (i) failure of County to timely test the Equipment or (ii) failure of County to timely issue a Defect Notice, or (iii) completion by Sequoia of corrections following receipt of a Defect Notice.

**6. PAYMENT**

The total purchase price for System, as described in Schedule 1 is \$442,901.97. All sums owing to Sequoia shall be payable in the following manner:

\$265,741.18 shall be due upon signing of contract

\$88,580.39 shall be due upon delivery of software and equipment, exclusive of the audio unit.

\$44,290.20 shall be due upon delivery of audio unit.

\$44,290.20 shall be due upon completion of successful June 2006 election.

Any amounts not paid when due shall bear interest at a rate of one percent (1%) per month until payment in full. In the event Sequoia takes legal action to collect amounts owing under this Agreement (and whether or not legal action is instituted), County shall reimburse Sequoia for Sequoia's costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with such collection effort.

## **7. PATENT AND COPYRIGHT PROTECTION**

### **A. Sequoia Indemnity**

Subject to clauses 7B and 7C, Sequoia shall, at its own expense, defend County against any claim asserted by any third party that the Software or Equipment infringes a registered United States patent or copyright of that third party.

### **B. Conditions**

Sequoia shall have no liability or obligation for any claim of infringement as provided in clause 7A unless County: (i) notifies Sequoia in writing of any infringement or alleged infringement of which County becomes aware within a reasonable time thereafter; (ii) does not prevent or impede Sequoia from the conduct of the defense of such claim, including negotiations for settlement or compromise; (iii) provides Sequoia with reasonable assistance, in conducting the defense of such claim; (iv) permits Sequoia to alter the Equipment or Software, at its own expense, to render it non-infringing; (v) authorizes Sequoia to procure for County the authority to continue the use and possession of the Software or Equipment at no cost or expense to County beyond sums owing under this Agreement.

### **C. Exclusions**

Sequoia shall have no liability for any claim of infringement or alleged infringement based on: (i) use of a superseded or modified release of the Software or portion thereof, if such infringement would have been avoided by the use of a current unmodified release of the Software; (ii) use of the System in a manner not authorized by Sequoia or for a purpose other than County's use in accordance with this Agreement; (iii) use of Software or Equipment which has been altered by County or any person other than Sequoia; (iv) the

combination, operation, or use of the Equipment or Software with other equipment or software not furnished by Sequoia, if such infringement would have been avoided by use of the Equipment or Software alone.

**D. Infringement Alteration**

In the event County's use of all or any portion of the Equipment or Software (the "Infringing Component") becomes, or in Sequoia's reasonable opinion is likely to become, the subject of an infringement claim, Sequoia may at its option and expense: (i) obtain for County the continuing right to use the Infringing Component; or (ii) alter the Infringing Component or replace it with a functional equivalent so long as it no longer infringes; or if neither (i) or (ii) is reasonably practicable, (iii) on not less than ninety (90) days prior written notice to County, repurchase the Infringing Component and refund to County an amount equal to the purchase price for the Infringing Component amortized on a three (3) year period on a straight line basis.

**8. TRAINING**

To the extent required by this Agreement, Sequoia shall provide training to County personnel on the operation and use of the System at times to be agreed upon by Sequoia and County, as outlined in Schedule 2 – Memo of Understanding. Any additional training required as a result of equipment and/or software upgrades to the System purchased under this Agreement will be provided as determined by Sequoia and County at the prices set forth in Sequoia's published prices for training at the time of the upgrade. Memo of Understanding between County and Sequoia regarding training and expectations is attached in Schedule 2.

**9. DOCUMENTATION**

The Documentation shall be delivered to County upon shipment of Equipment and Software. The Documentation is subject to the confidentiality requirements of Section 29, and shall not be copied or reproduced without the prior written consent of Sequoia, unless required by law.

**10. TAXATION**

County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. Sequoia shall be responsible for payment of taxes on Sequoia's income and withholding of payroll taxes on Sequoia's employees as required by law.

**11. LIMITED PARTS WARRANTY**

- A.
1. For a period of one (1) year, Sequoia will provide all parts to replace those which have been broken through normal wear and tear (excluding items listed in 11.D.1. of this Agreement), as determined by Sequoia Voting Systems, without charge to the Customer as long as this Agreement remains in force.
  2. Defective components or materials should be returned at Sequoia's expense to Sequoia in accordance with Sequoia's instructions, upon receipt from Sequoia of a Return Material Authorization Number ("RMA") and shipping instructions. Goods returned in accordance with the foregoing procedures shall

be replaced or repaired, at the option of Sequoia, and returned to the Customer via United Parcel Service within 30 days and where possible at least 14 days prior to an election. Special handling on expedited shipments shall be at the customer's expense.

- B. Sequoia will provide telephone support to answer questions on equipment use or repair during normal business days between 8:00 a.m. and 5:00 p.m. PST. Any diagnostics on machines beyond phone support, whether on-site or at a Sequoia facility will be billable to the county. This warranty does not include any labor for diagnostics or repair performed on whole units shipped back to Sequoia, or any labor performed on-site at the customer location. All travel expenses will be billable to the county for any on-site labor.
- C.
  - 1. Sequoia will provide to the Customer software upgrades, which may become available from time to time. Such upgrades shall be installed by the Customer. They shall be at no cost, unless additional or new program or configuration chips are necessary, in which case the Customer shall purchase such chips at the cost then in effect.
  - 2. Sequoia will provide to the Customer any and all firmware upgrades available on the AVC Edge®. These upgrades shall be installed by the Customer onto the AVC Edge® voting units.
- D. Limitations
  - 1. This agreement does not require Sequoia to replace:
    - A. paper, seals, batteries, or other consumable parts or supplies,
    - B. products which have been repaired or altered by persons other than those expressly approved in writing by Sequoia,
    - C. products from which the serial numbers have been removed, defaced or changed,
    - D. products damaged as a result of accident, disaster, theft, vandalism, neglect, abuse, use of any product for a purpose other than the purpose for which it is designed or use not in accordance with instructions furnished by Sequoia,
    - E. products which have been subjected to physical, mechanical or electrical stress or alteration or any conversion by persons other than those expressly approved in writing by Sequoia,
    - F. products used by any person other than Customer's employees or persons under Customer's direct supervision,
    - G. equipment that in Sequoia's reasonable opinion cannot be repaired to a maintainable condition.
  - 2. Customer's exclusive remedy and Sequoia's entire liability in Contract, tort or otherwise, will be to make all necessary adjustments and repairs, (or at

Sequoia's option replace or substitute equipment) to keep the equipment in good operating condition in accordance with the manufacturer's policies then in effect.

**E. Warranty Disclaimer**

**SEQUOIA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, NOT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN NO EVENT WHATSOEVER SHALL SEQUOIA BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF ITS BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT.**

**12. INDEMNIFICATION**

**A. By Sequoia**

Sequoia hereby agrees to defend, indemnify, protect, and hold County harmless from and against any and all third party claims for damages (including, without limitation, court costs and reasonable attorneys' fees), incurred as a result of injury to any person or damage to property, including, without limitation, injury to Sequoia's employees, agents or officers to the extent caused by the negligent or intentional acts of Sequoia or its employees in performing under this Agreement.

**B. By County**

County hereby agrees to defend, indemnify, protect, and hold Sequoia harmless from and against any and all third party claims for damages (including, without limitation, court costs and reasonable attorneys' fees), incurred as a result of injury to any person or damage to property, including, without limitation, injury to County's employees, agents or officers to the extent caused by the negligent or intentional acts of County or its employees.

**13. INSURANCE**

**A.** During the performance of this Agreement, Sequoia will maintain in full force and effect the following insurance coverage for Sequoia employees and property:

**1. Worker's Compensation**

Sequoia shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with applicable laws of the State in which County is located.

**2. General Liability Insurance**

Sequoia shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property

Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent. Sequoia may elect to self-insure this coverage.

**3. Motor Vehicle Liability**

Coverage shall include all owned and non-owned vehicles and all hired vehicles in the amount of \$1,000,000.

**B. Certificate of Insurance**

Prior to execution of this Agreement, Sequoia shall provide County with a certificate evidencing such coverage and naming County as an additional insured in regards to Sequoia's sole negligence.

**14. ASSIGNMENT**

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

**15. SUBCONTRACTING**

Sequoia may use subcontractors in connection with the work performed under this Agreement.

**16. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof, to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**17. NONDISCRIMINATION**

Sequoia warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**18. EXCUSABLE DELAYS**

A. Any failure by Sequoia to perform any obligation of Sequoia under this Agreement shall not constitute a default by Sequoia under this Agreement if such failure arises out of causes beyond the reasonable control of Sequoia or its subcontractors. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, terrorist attack, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

B. Upon Sequoia's request, County shall consider the facts and extent of any failure to perform the work and, if Sequoia's failure to perform was without it

or its subcontractors fault or negligence, the Agreement, Schedules and/or any other affected provision of this Agreement shall be revised accordingly, subject to County's rights to change, terminate, or stop any or all of the work at any time.

**19. TERM OF AGREEMENT**

This Agreement shall take effect upon the later to occur of (i) full execution by the parties; or (ii) appropriation and receipt by County of funding for use by County for payments of amounts owing to Sequoia hereunder. The term remains in full force and effect until the expiration of the Warranties, except as otherwise provided for herein.

**20. HEADINGS NOT CONTROLLING**

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**21. LIMITATION OF SEQUOIA'S LIABILITY**

**SEQUOIA'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE SUM OF ONE FOUR HUNDRED FORTY TWO THOUSAND NINE HUNDRED AND ONE (\$442,901.97) DOLLARS AND NINETY SEVEN CENTS. SEQUOIA SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY COUNTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**22. INTELLECTUAL PROPERTY RIGHTS**

Each party shall retain its rights in any Intellectual Property Rights owned by or licensed to it prior to the Effective Date. All Development Intellectual Property Rights whether or not developed by Sequoia will be owned exclusively by Sequoia; provided, however that County, provided it has not breached this Agreement, shall have a non-exclusive license to the use of such Development Intellectual Property Rights solely as necessary for County to use the Product in the manner contemplated by this Agreement. For purposes of this Agreement, "Intellectual Property Rights" shall mean rights in inventions, know-how, patents, registered designs, design rights, trade names, trademarks, service marks, trade secrets, copyrights, semiconductor design rights, mask works and topography rights whether or not

registered and including any application to register any of the same, and all rights or forms of protection of a similar nature or having equivalent effect which may subsist anywhere in the world. "Development Intellectual Property Rights" shall mean any Intellectual Property Rights created or coming into being during performance by Sequoia under this Agreement.

### **23. EMPLOYEES**

County shall not solicit for employment, whether directly or indirectly or otherwise, employ, engage or contract from the date of this Agreement and for a period of two (2) years thereafter, any person who is employed or contracted by Sequoia during the duration of this Agreement. If a person who is employed or contracted by Sequoia seeks to be employed or contracted by County prior to the expiration of said two (2) year period, County shall promptly advise Sequoia in writing. County agrees that the restrictions set forth in this Section 23 are fair and reasonable and are in addition to and not in substitution for any similar restrictions in any other agreements between the parties.

### **24. FINANCIAL ASSURANCE**

In the event that a performance bond or other financial assurance is required by County in connection with this Agreement or Sequoia's performance hereunder, the following terms shall apply:

- A. County shall not demand payment with respect to such financial assurance by reason of an alleged default by Sequoia under this Agreement until County shall have provided Sequoia with written notice and any applicable cure period under Section 28 shall have expired without such default having been cured by Sequoia.
- B. In the event County seeks payment with respect to such financial assurance, the amount County shall demand, and which may be payable to County, shall be limited to those amounts actual and necessary costs incurred by County for the sole purpose of replacing goods or services to be provided by Sequoia hereunder with those which are of reasonable equivalents.

### **25. PRICING**

County acknowledges and understands that Sequoia has not made any promises, or given County any assurances, written or verbal, concerning the pricing under this Agreement or the relationship of these prices to those charged to any past, current or future customer of Sequoia.

### **26. COUNTY'S OBLIGATIONS**

County's obligations under this Agreement shall include, but not be limited to, the following:

- A. County shall pay Sequoia amounts owing under this Agreement when due.
- B. County shall make County's personnel and facilities available to Sequoia as required for Sequoia's performance under this Agreement.
- C. County shall comply with other requests of Sequoia as reasonably required for Sequoia's performance under this Agreement.

**27. DUE AUTHORIZATION**

County and Sequoia each represent to the other that this Agreement has been duly authorized and executed on behalf of each party, and is a legally binding obligation of each party.

**28. TERMINATION**

**A. By Sequoia**

Sequoia may terminate this Agreement by written notice to County if:

- 1. County fails to pay any sum owing to Sequoia within ten (10) days of date when due.
- 2. County fails, in the reasonable opinion of Sequoia, to cooperate with Sequoia to the extent reasonably necessary to permit Sequoia to fulfill its obligations under this Agreement.
- 3. Sufficient sums have not been appropriated by law to permit County to meet its payment obligations under this Agreement.

**B. By Either Party**

Either party may terminate this Agreement by written notice to the other if:

- 1. The other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the other party.
- 2. Either party enters into, or proposes to enter into, any bankruptcy or similar proceeding for the purpose of affording relief from creditors.

**C. Effect of Termination**

In the event this Agreement is terminated for any reason, all amounts owing to Sequoia accrued prior to such termination shall be immediately due and

payable. Such termination shall not affect the rights of the parties accrued prior to the date of termination.

**D. License Agreement**

Upon termination of this Agreement, the License Agreement and all of County's rights thereunder shall terminate. This Agreement shall terminate automatically on termination of the License Agreement.

**E. Survival**

In the event of termination, the provisions of Sections 1, 11C, 11D, 11F, 12, 21, 22, 23, 24, 29, 31, 35, 36 and 37 shall survive termination of this Agreement.

**29. CONFIDENTIALITY**

County acknowledges that during the course of Sequoia's performance under this Agreement, Sequoia may disclose to County information concerning Sequoia's pricing, products, trade secrets and other information which is competitively sensitive and proprietary, and which may be disclosed to County orally or in writing, in tangible or intangible form, including, without limitation, technical, operating, business, marketing and financial information, computer software and data, physical objects and samples (collectively, the "Information"). County acknowledges that disclosure of the Information would materially injure Sequoia's competitive position in the marketplace. County therefore agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly contemplated by this Agreement. In the event County is required by law to disclose any of the Information, County shall give written notice to Sequoia at the earlier of (i) twenty (20) business days prior to disclosure or (ii) such longer period as may be required by applicable law.

**30. WAIVER**

Any failure or delay by either party to exercise or enforce any right or any time or indulgence given shall not affect that party's right to exercise or enforce that right against the other party nor shall any waiver of such breach of any provision be taken as a waiver of any subsequent breach or of the provision itself. To be effective any waiver must be in writing, signed by an authorized representative of the party and delivered to the other party.

**31. ENTIRE AGREEMENT**

This Agreement and the License Agreement, including Schedules 1 through 5 and Appendix 1, embody the entire agreement between the parties and supercedes any other agreements between the parties (all of which other agreements are void and of

no further effect). This Agreement may be amended only by agreement in writing signed by both parties.

### 32. NOTICES

- A. Any notice to be given by either party under the terms of this Agreement shall be in writing and shall be given by registered or certified letter, overnight courier providing written evidence of delivery or confirmed facsimile addressed to the party for whom it is intended at its address stated in this Agreement or such other address as may be notified in writing for the receipt of notices.
- B. Every notice shall be deemed to have been given and received the earlier of (i) the date actually accepted, rejected or marked by the carrier unable to deliver or (ii) four (4) business days after the date such Notice is mailed by United States registered or certified mail, as provided above, in any post office or branch post office regularly maintained by the United States Government.

### 33. CHANGE CONTROL

- A. Should applicable laws change in such a manner to necessitate modification to the Equipment, Software or System, or should the County wish to make any other changes to the Equipment, Software or System, the County shall submit to Sequoia full particulars in writing of such proposed changes. Sequoia shall, within a reasonable time after receipt of such a submission from County, submit to the County a full quotation for incorporating such changes specifying any impact on the pricing and project schedule.
- B. Upon receipt of such quotation, County may elect either:
  - 1. to accept such quotation; or
  - 2. to withdraw the proposed changes by written notice to Sequoia within the ten (10) days of receipt of such quotation, in which case this Agreement shall continue unchanged; or
  - 3. to negotiate amendments with Sequoia and upon agreement the parties shall sign an amendment to this Agreement detailing the agreed changes, any price impact and any other change in terms.
- C. If Sequoia wishes to suggest changes to the Equipment, Software or System, it shall submit to County a description of such proposed changes including any effect on the pricing and project schedule. County shall be under no obligation to accept any such proposal, but if it does so the changes shall only take effect after the agreed changes have been described in an amendment to this Agreement signed by both parties.

**34. PROJECT MANAGERS - COORDINATION OF PROJECT**

A. Each party shall appoint a project manager for all administrative activities associated with this Agreement. Each project manager shall ensure that copies of all written communications relating to this Agreement are copied to the other project manager.

B. The project managers shall meet at least once every thirty (30) days or at such periods as may be agreed to review progress. Unless otherwise agreed, meetings will be held via conference calls.

**35. LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflict of laws, and the parties agree, subject to the arbitration requirements of Section 37 to submit to the exclusive jurisdiction of the courts of the State of Washington and the federal district courts situate in Washington with respect to any matter arising from or relating to this Agreement.

**36. DISPUTE RESOLUTION**

Any dispute between the parties either with respect to the interpretation of any provision of this Agreement or with respect to the performance by either party hereunder shall be resolved as follows:

- A. Upon the written request of either party, the project managers of each party will meet for the purpose of endeavoring to resolve such dispute. The project managers shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for nonprivileged information reasonably related to this Agreement will be honored in order that each of the parties may be fully advised of the other's position. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party.
- B. If the project managers cannot resolve the dispute, then the dispute shall be escalated to the Vice President of Operations of Sequoia and the head voting officer of County, for their review and resolution. If the dispute cannot be resolved by such officers, then the parties may initiate formal arbitration proceedings; however, arbitration proceedings for the resolution of any such dispute may not be commenced until the earlier of:
  - 1. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or

2. twenty (20) days after the initial request to negotiate such dispute; or
  3. thirty (30) days before the statute of limitations governing any cause of action relating to such dispute would expire.
- C. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions hereof.

### **37. ARBITRATION**

Any disputes between the parties hereto arising out of or relating to the interpretation or performance of this Agreement, including, without limitation, any alleged breach hereof, shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association relating to commercial arbitration then in effect (the "AAA Rules"). The arbitration shall be conducted by a panel of three (3) arbitrators appointed in accordance with such AAA Rules. Such arbitral tribunal shall apply the substantive (not the conflicts) law of the State of Washington as provided in Section 35. The seat of the arbitration shall be in Pasco, Washington and all proceedings of the arbitration, including arguments and briefs, shall be conducted in the English language. Any award of the arbitral tribunal shall be rendered in writing and shall be final and binding on the parties to it. Judgment on such award may be entered in any court of competent jurisdiction. The costs of arbitration shall be borne by the parties as the arbitral tribunal may award.

### **38. RELATIONSHIP OF THE PARTIES**

County and Sequoia agree that under this Agreement:

- A. Both parties are independent contractors;
- B. Neither party is a legal representative, agent or partner of the other;
- C. Neither party will represent or act on behalf of the other, unless otherwise agreed to in writing; and
- D. Both parties are free to enter into similar agreements with others and to market its products and services to others.

### **39. NO THIRD PARTY BENEFICIARIES**

Sequoia and County agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the Effective Date.

Approved as to Form:

Bob  
Ryan E. Verhulp  
Chief Civil Deputy PA

COUNTY OF FRANKLIN

By: Frank H. Brock  
Name: Frank H. Brock, Chairman  
Title: Franklin County Board of  
Commissioners 10/10/05

SEQUOIA VOTING SYSTEMS, INC.

By: Joe A. Blum  
Name:  
Title:

## SCHEDULE 1

## DESCRIPTION OF EQUIPMENT, SOFTWARE AND PRICING/PAYMENT TERMS

Equipment - Option I DRE/Optical Scan	Selling Price Per Unit	Quantity	Sub-Total	Tax	Freight	Total
Tax Rate 8.30%						
<b>AVC Edge Voting Units</b>						
AVC Edge without DPU411 Printer	\$ 3,875.00	10	\$38,750.00	\$ 3,216.25	\$ 200.00	\$42,166.25
VeriVote™	\$ 1,000.00	13	\$13,000.00	\$ 1,079.00		\$14,079.00
Wheels & Handles Cover	\$ 150.00	10	\$ 1,500.00	\$ 124.50		\$ 1,624.50
<b>AVC Edge Audio Voting</b>						
Audio Keypad & Headset Kit	\$ 250.00	2	\$ 500.00	\$ 41.50		\$ 541.50
<b>AVC Edge Card Activator</b>						
Card Activator	\$ 700.00	2	\$ 1,400.00	\$ 116.20		\$ 1,516.20
Voter Cards	\$ 3.00	50	\$ 150.00	\$ 12.45		\$ 162.45
<b>AVC Edge Ancillary Equipment</b>						
Vote Simulation Cartridges	\$ 100.00	3	\$ 300.00	\$ 24.90		\$ 324.90
Results Cartridges	\$ 150.00	3	\$ 450.00	\$ 37.35		\$ 487.35
Cartridge Tray	\$ 60.00	1	\$ 60.00	\$ 4.98		\$ 64.98
Cords 2'	\$ 2.00	12	\$ 24.00	\$ 1.99		\$ 25.99
Cords 10'	\$ 3.00	3	\$ 9.00	\$ 0.75		\$ 9.75
<b>Optech Tabulators</b>						
400-C Optech Absentee Tabulator	\$ 85,000.00	2	\$170,000.00	\$14,110.00	\$2,000.00	\$186,110.00
<b>WinEDS Application Software</b>						
WinEDS & BPS II Applications	\$150,000.00	1	\$150,000.00	\$12,450.00		\$162,450.00
<b>WinEDS Computers</b>						
Server - Small County	\$ 2,700.00	1	\$ 2,700.00	\$ 224.10		\$ 2,924.10
Desktop/Laptops	\$ 2,500.00	2	\$ 5,000.00	\$ 415.00		\$ 5,415.00
<b>Cartridge Readers</b>						
Syscard Extender (for Edge use)	N/C	2				\$ -
<b>Installation &amp; Training</b>						
Installation & Training	\$ 25,000.00	1	\$ 25,000.00			\$ 25,000.00
<b>One Year Parts Warranty included on all products.</b>						
<b>Total Equipment &amp; Software</b>			<b>\$408,843.00</b>	<b>\$31,858.97</b>	<b>\$2,200.00</b>	<b>\$442,901.97</b>

**SCHEDULE 2****MEMORANDUM OF UNDERSTANDING**

Between

Sequoia Voting Systems, Inc.

And

Franklin County, Washington, Pierce County, Washington, Snohomish County, Washington, and Kitsap County, Washington.

Dated: July 22, 2005

1. Sequoia will sell to Franklin County 10 Edge Voting Units & peripheral equipment, two (2) 400-C Absentee/Central Count Voting Machines, BPS II and WinEDS Software.
2. Sequoia will deliver equipment to Franklin County.
3. Sequoia will set-up Server, Workstations and the 400-C Voting Machines.
4. Sequoia will provide BPS Training at a Sequoia location, in which Franklin must travel to and pay travel expenses.
5. Franklin will attend training for WinEDS and WinETP on site at Pierce County or coordinate with Snohomish, Pierce and/or Kitsap Counties for additional training.
6. Assistance to Franklin of Acceptance Testing of units will be performed by Snohomish, Pierce and/or Kitsap Counties.
7. Assistance to Franklin of pre-election definition and testing of ballots on screen or database will be assisted by Snohomish, Pierce and/or Kitsap Counties.
8. Assistance to Franklin of canvassing and on-site Election Day Support will be provided by Snohomish, Pierce and/or Kitsap Counties.
9. Questions regarding WinEDS that Franklin County may have will first be directed to Snohomish, Pierce and/or Kitsap Counties. Sequoia will be the second line of response for Operating Issues only if the other Counties cannot determine issue.
10. Franklin will retain Sequoia to perform an annual PM on each of the 400-C units.
11. This Memo of Understanding will be reviewed at the end of 2008.

**SCHEDULE 3****ADDITIONAL SERVICES****1. Extended Parts Warranty and One Annual Preventative Maintenance Plan 400-C**

1. The Extended Warranty/Preventative Maintenance (EW/PM) Plan on the upgraded Optech 400-C Ballot Counter includes one EW/PM on site visit at \$7,000 per unit per year. County is responsible for the technician's travel and expenses. This test is expected to be scheduled at least 30 days prior to requested test date. Sequoia will perform an annual inspection and will replace any and all parts that fail due to normal use. The technician will repair any necessary repairs encountered from the PM test and all parts are included.
2. If the County requires Sequoia to make additional trips to County and said trip is scheduled at least 30 days prior to requested test date, Sequoia will bill County \$175 per hour of time servicing the equipment with a minimum of 8 hours and actual travel expenses. If the County requires Sequoia to make additional trips to County and said trip is scheduled less 30 days prior to requested test date or is considered an emergency, Sequoia will bill County \$250 per hour of time servicing the equipment with a minimum of 8 hours and actual travel expenses. Parts are included in additional or emergency trips.

**3. Additional Support & Service Fees:**

- a) Support not outlined in the above information that may be requested by the County will be available at the rates listed below. Requests for such support must be requested in writing to the Sequoia Account Manager or other appropriate Sequoia personnel.

<b>Type of Service/Support</b>	<b>Level</b>	<b>Fee</b>
Election Support	On-site field technicians, On-site phone tech support	\$125/hr
Election Product/Service Support	Product/Account Associate	\$125/hr
Election Product/Service Support	Specialist, Account/Project Manager	\$175/hr
Election Product/Service Support	Senior Specialist/Project Manager, General Manager	\$225/hr

Election Product/Service Support	Senior Manager/Developer	\$275/hr
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Fees do not include travel and expenses for on-site support. When travel is required, there will be a minimum charge of eight hours per day if round trip travel exceeds four hours. Sequoia reserves the right to adjust the election coding fees, additional support and service fees yearly without advanced notice to the County. Associated travel expenses will be billed separately following the general guidelines listed below.

#### **TRAVEL AND EXPENSE GUIDELINES**

1. Every effort will be made to choose the most efficient, prudent, and economical option available for the travel occasion.
2. Unless otherwise stated, the maximum per diem for meals shall not exceed \$65/day.\*
3. Unless otherwise stated, the maximum hotel charge shall not exceed \$150/day (not including fees and taxes).\*
4. Reimbursement for employee car travel in the employee's personal vehicle will be billed at \$0.375/mile.
5. Personal entertainment or other personal expenses will not be billed.

\*Note: Meals and hotel fares may exceed the maximum amount in certain metropolitan areas determined by the federal index to be high cost of living locations.

**SCHEDULE 4**

**DELIVERY TERMS**

Equipment to be delivered and installed at a mutually agreed upon time between County and Sequoia.

**SCHEDULE 5**

**SOFTWARE LICENSE AGREEMENT**

**BETWEEN**

**SEQUOIA VOTING SYSTEMS, Inc.**

**AND**

**FRANKLIN COUNTY, WASHINGTON**

**INDEX OF CLAUSES**

1. Definitions
2. Grant of License
3. Delivery
4. Price
5. Prohibited Acts
6. Confidentiality
7. Termination
8. Return of Software
9. Warranty
10. Limitation of Liability
11. Entire Agreement
12. Severability
13. Waiver
14. Force Majeure
15. Notices
16. Assignment
17. Relationship of the Parties
18. No Third Party Beneficiaries
19. Governing Law

Appendix 1

License Fee

THIS AGREEMENT is made on 10<sup>th</sup> day of OCT. ~~September~~ 2005

BETWEEN

**SEQUOIA VOTING SYSTEMS Inc.**, located at 7677 Oakport Street, Suite 800 -  
Oakland, CA 94621 ("the Licensor")

AND

**FRANKLIN COUNTY, WASHINGTON** having its office at 1016 North 4<sup>th</sup> Avenue, Pasco,  
WA 99301 ("the Licensee").

**WHEREAS**

The Licensee wishes the Licensor to grant to it a license to use the Software in relation to the Equipment (both as hereinafter defined) and the Licensor is agreeable to granting such a license subject to the following terms and conditions:

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

1.1 In this Agreement the following terms shall bear the following meanings:

"Documentation" the manuals, procedures and materials accompanying the Software.

"Software" WinEDS election management software and BPS II.

"License Fee" the license fee payable by the Licensee to the Licensor for the license of the Software herein as specified in Appendix 1.

"Specifications" the specifications for the Software set forth in the Documentation.

1.2 Words used in the singular shall include the plural and vice versa.

**2. GRANT OF LICENSE**

2.1 The Licensor grants to the Licensee a personal, non-transferable and non-exclusive license for one (1) year to use the Software solely for the Licensee's own internal

business purposes and solely in conjunction with the Hardware at the Locations. The license shall take effect from the date of signature of this Agreement. This Agreement may not be assigned or transferred by the Licensee, voluntarily or by operation of law (including without limitation, by transfer of ownership interests in the Licensee), to any party without the Licensor's express prior written permission. The Licensee shall have no power to grant sub-licenses, prepare derivative works or modify the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

- 2.2 Licensor shall retain ownership of and all copyright and other proprietary rights in the Software and any modifications or translations thereof. Licensee shall acquire only the limited license to the Software granted under the express terms of Section 2.1 above.
- 2.3 No right is granted to Licensee by this Agreement to use any identifying mark (such as, but not limited to, trade names, trademarks, trade devices, service marks or symbols, and abbreviations, contractions or simulations thereof) owned by, or used to identify any product or service of, Licensor or a corporate affiliate of Licensor. Licensee agrees that it will not, without the prior written permission of Licensor, (i) use any such identifying mark in advertising, publicity, packaging, labeling or in any other manner to identify any of its products or services, or (ii) represent, directly or indirectly, any product or service of Licensee as a product or service of Licensor or such an affiliate or is made in accordance with or utilizes any information or documentation of Licensor or such an affiliate.

### 3. DELIVERY

- 3.1 The Software shall be supplied in executable form together with one back-up copy and one copy of Software documentation.
- 3.2 Delivery of the Software shall take place at the Location(s) or any other site of the Licensee and on the dates agreed between the parties.

### 4. PRICE

- 4.1 In consideration of the grant of the license the Licensee shall pay the Licensor the License Fee.
- 4.2 The Licensee shall pay all invoices within thirty (30) days of invoice date. Licensor reserves the right to withdraw its services and support if any invoice is not paid within ten (10) days of the date when due.
- 4.3 The Licensee shall pay the Licensor interest on all sums outstanding at an annual rate of interest equal to four per cent (4%) above the prime rate as published in the Wall Street Journal and changed from time to time until payment is made in full (whether before or after judgment).
- 4.4 Licensee shall be responsible for payment of all sales, personal property, use and

other taxes or governmental impositions of any nature, with the sole exception of taxes calculated solely upon the income of Licensor ("Taxes"). Licensee shall, at the option of Licensor, pay Taxes directly to the taxing authority or reimburse Licensor immediately for any Taxes paid by Licensor.

## **5. PROHIBITED ACTS**

5.1 The Licensee shall not (and shall not permit any other party to), except to the extent permitted by law, without the prior written permission of the Licensor:-

5.1.1 Transfer or copy onto any other disk or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.1.2 Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.1.3 Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.1.4 Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software; or

5.1.5 Use the Software other than on the Hardware at the Locations.

5.1.6 Export, directly or indirectly, any Software to any country outside of the United States, or make disclosure of the Software to any foreign national where such disclosure would require an export license or other governmental permit.

## **6. CONFIDENTIALITY**

The Licensee acknowledges that the Software is the sole and exclusive property of the Licensor or its licensors, contains confidential information of the Licensor or its licensors and embodies certain valuable proprietary information and trade secrets of the Licensor or its licensors. The Licensee shall not give or make available the Software, or any part thereof, or otherwise disclose confidential information contained in, supplied with or relating to the Software to any third party except as required by law and to such of its employees as are required to have access to the Software in the normal course of use of the Software for the purpose permitted under Section 2 and under like conditions of confidentiality as contained in this Section 6. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

## **7. TERMINATION**

7.1 Without prejudice to any other remedy which may be available, at law, equity or otherwise, Licensor may terminate this Agreement immediately upon written notice to the Licensee;

7.1.1 If the Licensee breaches any of the terms of this Agreement which, in the case of breach capable of being remedied, is not remedied within ten (10) days written notice from the Licensor, or

7.1.2 If the Licensee uses the Software for any purpose not expressly permitted hereunder.

- 7.2 Either party may terminate this Agreement if the other party ceases to trade, fails to pay its debts in the normal course, makes or offers to make any voluntary arrangement or composition with its creditors, commences to be wound up otherwise than voluntarily for the purposes of solvent amalgamation or reconstruction, becomes bankrupt, insolvent or if a receiver, administrator, trustee or like officer is appointed over the whole or part of its business.

## **8. RETURN OF SOFTWARE**

Upon termination or expiration of this Agreement, the Licensee shall (i) forthwith return to the Licensor all Software in its possession or control, or, if so requested by the Licensor, destroy all such Software and (ii) purge all Software from any electronic media, and certify in writing to the Licensor that it has been destroyed and purged.

## **9. WARRANTY**

- 9.1 The Licensor warrants that the Software for a period of thirty (30) days following delivery of the Software to the Licensee, will function substantially in accordance with the Specification. The Licensor shall use reasonable efforts to correct any material failure of the Software to function substantially in accordance with the Specification provided the Licensee has given the Licensor written notice of the defect within the said thirty (30) day period and provided that the Licensee can reproduce the defect to the Licensor. If the Licensor establishes that a reported defect is not covered by the foregoing warranty or is not covered by the Software maintenance fee payable by the Licensee to the Licensor, pursuant to the terms of a separate Software maintenance agreement entered between the parties (if any), the Licensee shall be responsible for the costs of the Licensor's investigative and remedial work at the Licensor's then current charging rates. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than the Licensor or its licensors or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor.
- 9.2 The warranty set forth in Section 9.1 is in lieu of all other warranties, express or implied, statutory or otherwise, including but not limited to any warranty of fitness for a particular purpose, warranty of merchantability, satisfactory quality, usefulness or timeliness. The remedies set forth in Section 9.1 shall be the sole and exclusive remedies available to the Licensee for breach of the warranty set forth in Section 9.1.

- 9.3 Licensee acknowledges that the Software may contain materials prepared by other developers. Licensors make no warranty or representation whatsoever as to those materials not prepared by Licensors contained in the Software.

## 10. LIMITATION OF LIABILITY

- 10.1 Subject only to the provisions of Sections 10.3 and 10.4 below, the Licensors' total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement and in connection with the Software howsoever arising, including without limitation loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the License fee paid by the Licensee to the Licensors under this Agreement.
- 10.2 The Licensors shall not be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental special or consequential loss or damage whatsoever, howsoever arising, incurred by Licensee or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
- 10.3 Notwithstanding the provisions of Section 10.1 above the Licensors shall be liable for loss or damage to any physical property of the Licensee caused solely by the negligence of Licensors provided, however, the Licensors' total aggregate liability to the Licensee for such loss or damage shall be limited to a maximum of the annual License Fee for all such occurrences.
- 10.4 The limitations contained in Sections 10.1, 10.2 and 10.3 shall not apply to any injury to, illness or death of any person caused solely by the negligence of the Licensors.

## 11. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties regarding its subject matter and supercedes of any previous communications, agreements or understandings. Both parties acknowledge that neither has placed any reliance on any previous communications or understandings other than those expressly incorporated in this Agreement. This Agreement may be amended only by agreement in writing signed by authorised representatives of each party.

## 12. SEVERABILITY

The provisions of this Agreement are declared to be severable. If any provision is held to be void, contrary to law or enforceable by a court of competent jurisdiction the validity and enforceability of the remainder of this Agreement shall not be affected.

## 13. WAIVER

Any failure or delay by either party to exercise or enforce any right or any time or

indulgence given shall not affect that party's right to exercise or enforce that right against the other party nor shall any waiver of any breach of any provision be taken as a waiver of any subsequent breach or of the provision itself. To be effective any waiver must be in writing, signed by an authorized representative of the waiving party and delivered to the other party.

**14. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside its reasonable control including (without limitation), inclement weather, Acts of God, war, riot, terrorism, malicious acts of damage, civil commotion, strike, holocaust, industrial dispute, refusal of license, power failure or fire or the lack of availability of materials. If performance of this Agreement is substantially prevented for a continuous period of six months by virtue of any of the aforesaid events then either party may terminate this Agreement by written notice to the other. This Section 14 shall not be applicable to a failure to pay any money owing by Licensee under this Agreement

**15. NOTICES**

Any notice given under this Agreement shall be sufficient if it is sent by ordinary first class pre-paid mail, by nationally-recognized overnight courier service or by telex or confirmed fax to the other party at the address appearing at the head of this Agreement or such other address as may have been notified. Every notice shall be deemed to have been received and given on the third working day after posting if sent by mail, on the next working day if sent by overnight courier or in the case of telex or fax, such notice shall be deemed to have been received and given at the time of transmission.

**16. ASSIGNMENT**

This Agreement may on notice to the Licensee be assigned by Licensor to any entity controlling, controlled by or under common control with Licensor, but otherwise this Agreement may not be assigned by either party without the written consent of the other party.

**17. RELATIONSHIP OF THE PARTIES**

Licensor and Licensee agree that under this Agreement:

- 17.1 Both parties are independent entities;
- 17.2 Neither party is a legal representative, agent or partner of the other;
- 17.3 Neither party will represent or act on behalf of the other, unless otherwise agreed to in writing; and
- 17.4 Both parties are free to enter into similar agreements with others and to market its products and services to others.

**18. NO THIRD PARTY BENEFICIARIES**

Licensor and Licensee agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.

**19. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington (without regard to principles of conflict of law). The parties hereby consent to the exclusive jurisdiction of the Courts of the State of Washington, and the Federal Courts located within the State of Washington, as to any matter arising under or relating to this Agreement.

**IN WITNESS WHEREOF** the parties or their duly authorized representatives have set their hands and seals the day and year first above written.

**SIGNED** for and on behalf of  
**SEQUOIA VOTING SYSTEMS Inc.**

Name Jason A. Blain

Title \_\_\_\_\_

**SIGNED** for and on behalf of  
**FRANKLIN COUNTY, WASHINGTON**

Name Frank H. Brock  
Frank H. Brock 10/10/05

Title Chairman

**APPENDIX 1****LICENSE FEE**

The Licensee agrees to pay the sum of \$22,500.00 to the Licensor for the use of the WinEDS and BPS II software in accordance with this agreement for a period of one year beginning one year from the date of execution of this agreement.

**RENEWALS**

The Licensor reserves the right to adjust this yearly fee within five percent (5%) of the current fee for renewals without advanced notice to the licensee. For an increase greater than five percent (5%) the Licensee will be informed by the Licensor within sixty (60) days advanced notice.

**CHANGE OF STATUS**Please enter the following change(s) as of: 08/01/2005Name Michelle M. McMillenEmployee payroll # MCM300

Social Security # \_\_\_\_\_

	FROM	TO
Job Title	DPA II	Chief Criminal DPA
Dept # & Title	001-000-480 Prosecuting Attney	001-000-480 Prosecuting Attney
Budget Line Item #	515.20.10.70	515.20.10.70
Grade - Step / Hourly Rate	Gr 60 St 2 Semi-Mo \$2,107.50	Gr 70 St 2 Semi-Mo \$2,698.00

**REASON FOR CHANGE:**

- |   |  |
|---|--|
| <input type="checkbox"/> Hired                | <input type="checkbox"/> Transfer                      |
| <input type="checkbox"/> Regular Full Time    | <input type="checkbox"/> Length of Service Increase    |
| <input type="checkbox"/> Temporary Full Time  | <input type="checkbox"/> Merit Increase                |
| <input type="checkbox"/> Regular Part Time    | <input type="checkbox"/> Re-evaluation of Existing Job |
| <input type="checkbox"/> Temporary Part Time  | <input type="checkbox"/> Resignation                   |
| <input type="checkbox"/> Seasonal             | <input type="checkbox"/> Retirement                    |
| <input type="checkbox"/> Rehire               | <input type="checkbox"/> Layoff                        |
| <input checked="" type="checkbox"/> Promotion | <input type="checkbox"/> Discharge                     |
| <input type="checkbox"/> Demotion             |  |

☐ Leave of Absence to: \_\_\_\_\_ Date \_\_\_\_\_

☐ Family Leave

☐ L&I Leave

Other reason or explanation: \_\_\_\_\_

After review on 9/28/2005, the Classification Review Committee  
 recommends a Step 2 to be effective on the date of promotion  
8/1/2005..

Authorized by: \_\_\_\_\_ Approved by: Frank A. BrinkReviewed by Human Resources Department: He 10/10/05

Initial /Date

ORIGINAL-HUMAN RESOURCES YELLOW-PAYROLL WORKSHEET PINK-DEPT HEAD GOLD-EMPLOYEE

Revised 6/2002

## TRAC Center Facts

**Built: October 5, 1995**

**10 year Anniversary Wednesday**

**Annual Projected Revenues to Exceed - \$1.7 million in 2006**

**Annual Projected Payroll to Exceed - \$800,000 in 2006**

**2001 to 2004 in Excess of 1 Million Visitors**

**Estimate 20% from Outside = \$200,000**

**x \$150 (average visitor spending)  
= \$30,000,000 Economic Impact**

**Example: Today the ACTRA (American Cowboy Team Roping Association) Event has over 500 in attendance over 4 days from Canada, Montana, Idaho, Washington and Oregon.**

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### **Future Plans:**

- **TRAC to increase to \$2.5 Million in Revenue in 5 years**
  - **More Significant "regional" impact**
  - **Become Profitable by end of 2007**
- **With AmeriSuites Partnership Recruit three additional "Conventions" annually**
- **Improve Partnership with the Tri-City Titans to promote Ice Hockey in our community**

## TRAC Facility

- Over 110,000 sq ft

## Location

- Pasco, Washington off I-182

## Arena

- 140' x 280'
- Aluminum bleacher-seating for 3,400
- Additional floor seating for up to 3,600

## Exposition Hall

- 38,184 sq ft
- Theatre seating for 3,000
- Dinner seating for 1,800
- Booth space for over 200

## Pavilion

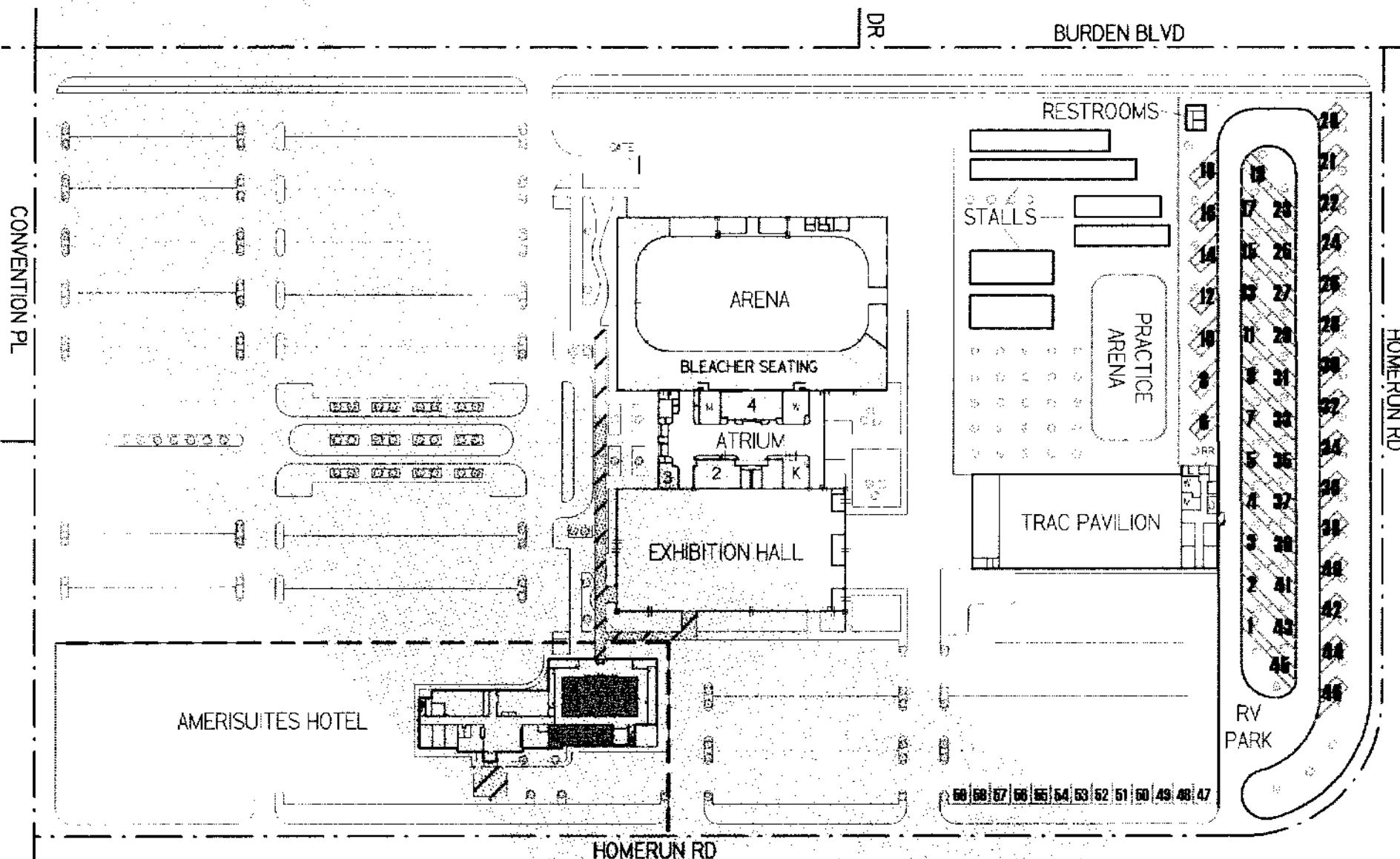
- Ice Arena September to March
- Multi-use building from April to September
- 600 person capacity
- 139 horse stalls

## Parking

- Northwest / southwest-----750 lit parking spaces
- South of Exposition Hall -----262 parking spaces
- West of complex-----400"overflow" parking spaces
- South of Pavilion-----192 parking spaces
- Additional parking-----6 Acres of paved parking  
(Across Home Run Road)

## RV Park

- 46 full service RV spaces
- Adjacent to arena & pavilion
- 13 electrical / water only



# MEETING & BANQUET FACILITIES

EXHIBIT 13

October 10, 2005

# TRAC

TRADE RECREATION & AGRICULTURAL CENTER

TRAC

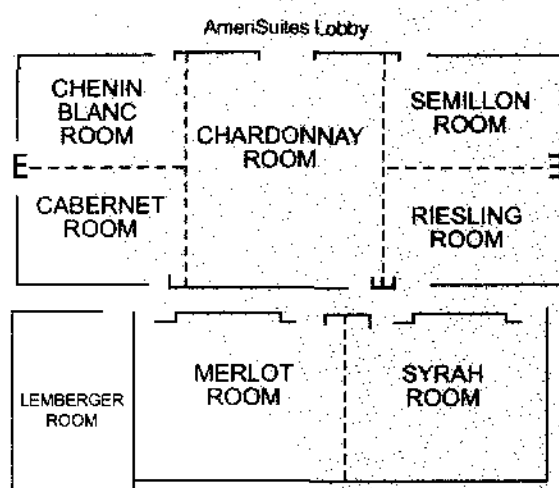
AmeriSuites Hotel  
(adjacent)

Area	Sq. Ft.	Banquet	Theater	Classroom	Hollow Sq.
Arena	39,000		3,400 / 7,000		
Exposition Hall	38,183	1,800	3,400	Booths 200	
Ag Hall of Fame	1,960	80	120	80	30
Room #3	713	40	50	40	35
Sports Hall of Fame	2,516	135	200	110	60
Atrium	7,200	225	720	720	
Pavilion	25,200				

Area	Sq. Ft.	Banquet	Theater	Classroom	Hollow Sq.
Lemberger Room	421	30	35	30	20
Merlot Room	766	40	50	40	35
Syrah Room	766	40	50	40	35
1 - Chenin Blanc Room	754	40	50	40	35
2 - Cabernet Room	765	40	50	40	35
3 - Semillon Room	754	40	50	40	35
4 - Riesling Room	765	40	50	40	35
5 - Chardonnay Room	1,523	80	100	80	50
1-5 - Vineyard Room	4,560	250	300	250	

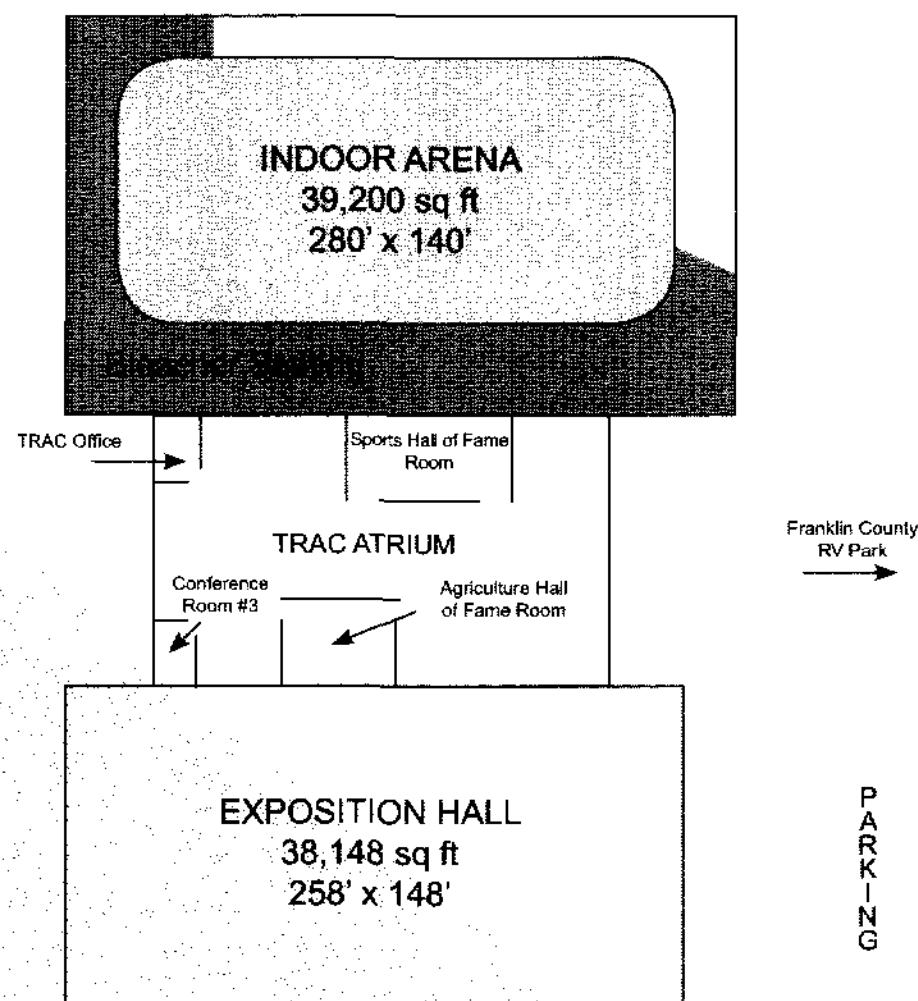
10% of catering will be applied to reduce banquet room rental costs up to 50% of rental.

PARKING



PARKING

PARKING



6600 Burden Blvd., Pasco, WA 99302

509.543.2999

Fax 509.543.2998

www.traconline.com

The multi-use Exposition Hall has over 38,184 square feet of unobstructed, clear-span concrete floor and high ceiling. The Exposition Hall is also perfect for large conferences, meetings, dinners, trade show and special events of all kinds.

- Exhibit booth equipment available
- Floor boxes for electrical hook-ups
- Telephone communication to exhibits
- Roll-up bay doors for loading of big equipment
- 39 foot ceiling height
- Theatre seating for 3,000
- Dinner seating for 1,800
- Booth space for over 200

## ARENA

The indoor dirt floor arena is 140' x 280' and is one of the best heated indoor rodeo and livestock arenas in the Pacific Northwest. The Arena's dirt floor is made up of clay and sandy loam, providing excellent equine footing and custom floor design for BMX racing, Arena X, sports tournaments and concerts. The Arena can also be used to augment a trade show or other event in the complex. While exhibitors show their products in the Exposition Hall, equipment can be demonstrated in the Arena. The Arena can also be used for additional exhibits.

- Aluminum bleacher-seating for 3,400
- Eight bucking and one roping chute
- Exterior livestock pens and 142 stalls
- Announcer's booth
- State-of-the-art sound system
- Additional floor seating for up to 3,000