

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for November 23, 2005

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board. Present in audience: Terry Tanneberg and Greg Wendt.

Consent Agenda

Motion – Mr. Koch: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2005-480** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Agreement between the Juvenile Justice Center and Scott Etherton, Esq., WSBA #29904, for a term commencing November 22, 2005 and terminating on December 31, 2006. (Exhibit 1)
2. Approval of **Resolution 2005-481** authorizing the Chairman to sign the Minolta Copier Maintenance Contract renewal between Abadan and Franklin County Corrections for the copier located in **Administration**, for model number D13510F, serial number 31700595, for a period of twelve months commencing November 21, 2005, for a monthly fee of \$23.10 for 2,000 copies, plus applicable copy overages at a cost of \$.0116, to be paid from the Current Expense Sheriff's – Detention/Correction Budget, Number 001-000-540, line item 523.20.31.0000 (Office & Operating Supplies). (Exhibit 2)
3. Approval of **Resolution 2005-482** authorizing the Chairman to sign the Minolta Copier Maintenance Contract renewal between Abadan and Franklin County Corrections for the copier located in the **Booking** area, for model number D13010F, serial number 31701365, for a period of twelve months commencing November 21, 2005, for a monthly fee of \$23.10 for 2,000 copies, plus applicable copy overages at a cost of \$.0116, to be paid from the Current Expense Sheriff's – Detention/Correction Budget, Number 001-000-540, line item 523.20.31.0000 (Office & Operating Supplies). (Exhibit 3)
4. Approval of **Resolution 2005-483** authorizing the purchase of four Dell UltraSharp 1905FP Flat Panel Monitors for the Treasurer's Office at a cost not to exceed \$1,700, and approving an inter budget transfer in the amount of \$1,700 from the 2005 Current Expense Information Services Budget, Number 001-000-350, line item 518.80.49.0004 (Non-Departmental Data Processing) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware). (Exhibit 4)

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5. Approval of **Resolution 2005-484** authorizing the County Agent to purchase a digital camera; authorizing the creation of line item 594.00.64.0201 (Extension Digital Camera) in the 2005 Current Expense Capital Outlay Budget, Number 001-000-710; and authorizing an inter budget transfer in the amount of \$543 from the 2005 Current Expense County Agent Budget, Number 001-000-020, line item 571.21.31.0000 (Office & Operating Supplies) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.0201 (Extension Digital Camera) to pay for said purchase. (Exhibit 5)
6. Approval of **Resolution 2005-485** authorizing the Chairman to sign the Equipment Lease Agreement between Abadan and Franklin County for the Clerk's Office to lease a Konica Minolta Di5510 copier for a monthly fee of \$332.15 for 60 months, to be paid from the Current Expense County Clerk Budget, Number 001-000-160, line item 512.30.45.0000 (Rental & Leases). (Exhibit 6)

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

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of payment of the following vouchers/warrants: Current Expense warrants 47689 through 47826 for \$3980.60; Courthouse Renovation Fund warrant 361 for \$389,686.20; Grand Old 4th warrant 82 for \$1221.05; FC Public Facilities Construction Fund warrant 729 for \$1318.14; Liability Reserve Fund warrant 17 for \$106.68; Election Equipment Revolving warrants 290 and 291 for \$15,001.46; Courthouse Facilitator warrant 54 for \$900.00; Jail Commissary warrants 2123 through 2126 for \$2654.46; Boating Safety warrant 373 for \$44.00; Law Library warrants 959 and 960 for \$3263.53; FC Enhanced 911 warrants 1085 through 1091 for \$210,804.19; Franklin County RV Facility warrants 199 through 202 for \$3232.69; TRAC warrants 8957 through 9001 for \$46,801.02; Current Expense warrants 47827 through 47847 for \$15,665.25; Current Expense warrants 47848 through 47865 for \$5086.16; Crime Victims warrants 326 through 328 for \$2328.93; Current Expense warrants 47866 through 47896 for \$25,671.10; TRAC warrant 9002 for \$10,551.30; Current Expense warrants 47897 through 47904 for \$1259.85; Liability Reserve Fund warrant 18 for \$376.26; Treasurer O&M warrant 173 for \$119.00; Current Expense warrants 47905 through 47999 for \$89,966.86; Current Expense warrants 48000 through

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48018 for \$20,984.87; and Current Expense warrants 48019 through 48041 for \$136,299.93; for a total amount of \$1,017,323.53. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Judge Craig Matheson joined the audience.

Courthouse Restoration Funding

The Commissioners announced that the county has been awarded \$2.7 million in courthouse restoration funding from the state.

Final Approval Short Plat SP 2005-09, applicant Nacha Fleming

Assistant Planning Director Greg Wendt asked for final approval of a short plat.

Motion – Mr. Koch: I move that we give final approval for Short Plat 2005-09. This is Resolution 2005-486. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

JUVENILE JUSTICE CENTER (JJC)

Terry Tanneberg of JJC and Judge Craig Matheson met with the Board.

Juvenile Justice Center Parent Pay Fees: Proposal to increase fees to reflect actual costs for detention and costs associated with the diversion program

Mr. Tanneberg said we're proposing an increase to the parent pay fee for detention costs and for diversion fees. The last time we established an amount was 2003. Our proposal is to increase the detention fee up to \$150 per day. Parents have the right to go to court and get the fee actually established based on an ability to pay.

Mr. Koch asked what kind of percentage of people actually pay the fees?

Mr. Tanneberg said court-wise we get a lot of money. He is not sure the exact total but a lot of people pay, particularly the diversion people. Upwards of 70% to 75% of those people actually pay their fee. Detention costs are a little bit less than that. Nonetheless, we do get a substantial amount of money from the program. Mr. Koch said he was afraid there would be so many indigents that it would be almost a waste of paperwork.

Mr. Tanneberg said it's not but the sad thing is that people have to follow through on that. They have to present all the paperwork to show they're indigent. In his opinion, the ones that probably are indigent don't bother to fill out the paperwork and don't go to

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court and get the fees reduced so they are assessed a \$150 fee. The ones that maybe are borderline indigent fight it like crazy and they get their fee reduced to \$130.

Mr. Tanneberg described the proposal for diversion. The JJC has developed three workshops. The majority of the cases that come through for diversion are related to shoplifting, drugs and alcohol, or assaultive behavior like fighting and domestic violence kinds of things. We're going to charge \$50 per workshop for those kids that are given opportunity for counsel and release. They would come in, go to the workshop, pay their \$50, and they would be done. Other kids would enter into a diversion agreement and may or may not go to one of the workshops. For entering into a diversion agreement, that means they go before an accountability board and/or they meet one or more of our diversion staff. That will be a \$40 charge. We have been charging a diversion fee all along. The Benton County Commissioners will be reviewing the proposal on Monday.

Motion - Mrs. Corkrum: I move we rescind Benton County Resolution 03-480 and Franklin County Resolution 2003-450 and adopt a new fee schedule. This is Resolution 2005-487. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Judge Matheson said the juvenile court gave a comprehensive evaluation of all these fees to the judges. The judges reviewed it and were pleased with the proposal and want to support the concept. We think it sets a good tone for these kids and also for the juvenile court. Mrs. Corkrum said it kind of holds them accountable. Mr. Brock said he couldn't agree more. Mr. Koch concurred.

Mr. Tanneberg said the costs at the JJC have gone up. The cost per day to have a kid locked up is now almost \$168 per day.

Mr. Koch said he was asked questions about the parent pay fee schedule and program at a Farm Bureau meeting at Basin City.

Judge Matheson told the Board how the judges handle the parent pay program.

AUDITOR

Auditor Zona Lenhart and Elections Supervisor Diana Killian met with the Board.

Elections: Request for new position for Bilingual Program Coordinator

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Ms. Killian said she had brought up the issue of a new position at the initial budget workshop. She wanted to make sure it is something we can still do and maybe put some more concrete plans in place. Ms. Killian said at the budget workshop, the Board said it was not the time to talk about it.

Ms. Lenhart said the Department of Justice (DOJ) is requiring the position. Mrs. Corkrum asked if the DOJ will provide funding. Ms. Lenhart said they will not do funding but the Help America Vote Act (HAVA) will fund it totally including benefits for two years. That is the problem, that after the end of two years then it becomes a Current Expense issue. Ms. Lenhart does not anticipate the census will change by 2008 in terms of composition of demographics of Franklin County. Mrs. Corkrum said it is possible it would change with all the new housing. The position is required because of the percentage amount of Spanish-speaking people in the county.

Mr. Brock said unless by law we have to keep a position, the last one hired is the first one fired. He said we've added 2-3/4 positions in the 2006 budget, one to assist the chief accountant, one in the Assessor's office, and a 3/4 position in District Court. The 3/4 position in District Court is supposed to pay for itself. We feel the position in the accounting department is almost required by law and the workload justifies it. The Assessor position is not required by law but they have a heavy workload also because of all the new construction. Ms. Lenhart said the new growth impacts every department. Mrs. Corkrum said we have to think of the appraisers in the Assessor's Office working for the City of Pasco actually because they appraise all property in the county.

Ms. Lenhart said the funding for the new coordinator position is spent by the county first and then reimbursed by HAVA. The grant application was reviewed. Ms. Killian said the HAVA grant coordinator has told her the funding is done on a reimbursement basis. Ms. Killian plans to submit the reimbursement request on a quarterly basis. It could be done on a monthly basis but is more paperwork than Ms. Killian wants to handle. Mrs. Corkrum said the total amount is incorrect. Ms. Killian said the grant application is a draft. The figures will be changed to the correct amounts.

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Ms. Lenhart said we expect to hire a certified bilingual person for \$26,000.

Mrs. Corkrum asked will the person be able to interpret for other departments?

Ms. Lenhart said as long as it's not excessive. She said we'll write the job description to include that work.

The Board instructed Ms. Lenhart and Ms. Killian to have the amount included in the 2006 budget. The final HAVA Grant Application will be included as Exhibit 10.

Courthouse Restoration

Ms. Lenhart asked when the move back to the courthouse is expected. Mr. Brock said we haven't talked about it yet. The punch list will come to the county on January 6. However, the tile work will result in a delay for another three or four weeks. Ms. Lenhart needs to tell Department of Licensing a date four to six weeks ahead of time. She is working with architect Terrance Casey on space planning for her office.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers

Motion – Mr. Koch: I move that we accept County Road Fund for \$63,056.88; Motor Vehicle and Public Works Equipment for \$115,809.05; and Motor Vehicle and Public Works Equipment for \$20,000. Second by Mrs. Corkrum. 3:0 vote in favor.
(Exhibit 11)

Execution of Contract: CRP 574/Glade North and Selph Landing Intersection

Mr. Fife asked for approval of the contract with Sierra Electric to do electrical work.

Motion – Mrs. Corkrum: I move we execute the contract for CRP 574, Glade North and Selph Landing intersection. This is Resolution 2005-488. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

Luminary

Mr. Fife told the Board that the luminary at Hollingsworth and Sagehill was damaged by a vehicle turning the corner. The base was pulled out of the ground. He said

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we will look at a change order on the Sierra Electric contract to fix that problem also. We will try to move the light further away so it doesn't happen again.

Mr. Brock asked if it was done by accident, not by malice. Mr. Fife thinks it was done by someone with a long truck and trailer who didn't account for the corner enough and cut the corner.

Local Agency Agreement Supplement: CRP 574/Glade North and Selph Landing Intersection

Mr. Fife asked for approval of the supplemental agreement to shift some money into preliminary engineering so the county can get paid because we overspent there but under-spent in the right-of-way side.

Motion – Mrs. Corkrum: I move we approve the Local Agency Supplemental Agreement #4 for CRP 574 for Glade North and Selph Landing between Franklin County and the Washington State Department of Transportation. This is Resolution 2005-489. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

Erwen Trust Boating Improvements: Certification of Sponsor Match

Mr. Fife said the county has to certify where we're getting the money from since we got the grant. Mr. Fife listed the fund sources.

Motion – Mr. Koch: I move that we sign the Certification of Sponsor Match for the 05-1217 Erwen Trust Boat Improvements. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 14)

Notice of Hearing: City of Pasco Utility Franchise

Motion – Mrs. Corkrum: I move we have a hearing notice on an application for franchise to City of Pasco on December 21, 2005, at 9:45 a.m. at the Commissioners Office at the Annex at 412 West Clark. Second by Mr. Koch. 3:0 vote in favor. (Exhibit-15)

2006 Budget and Construction Program

Mr. Fife gave the Board a preliminary 2006 Budget and Construction Program for Public Works. Some of the Pasco-Kahlotus overlay work will be reduced to just do preliminary engineering and bid work with the actual project to be done in 2007 because

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we don't have the funding available for 2006. The budget reflects the change. The budget was over \$9 million originally and is now \$7.4 million. A finalized copy of the budget will be prepared.

Recessed at 10:01 a.m.

Reconvened at 10:13 a.m.

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp and Human Services Director Dave Hopper met with the Board. Present in audience: Tim Fife, Greg Wendt, and Jim Rabideau.

Human Services Contracts

Mr. Verhulp said the contracts involve the Regional Support Network of Greater Columbia Behavioral Health so they are associated with the DSHS General Terms and Conditions contract and the liability issue is involved. The new contracts today have the revised language in them. They basically state that by negotiation of the parties, liability will be proportional to your particular share of liability. The county will not be liable for all the acts of the subcontractor. The county will be liable for its individual proportionate share of liability and the subcontractor will be liable for its share, so on and so forth.

Mr. Hopper agreed.

Mr. Hopper said the contracts previously were for the pre-paid insurance health plan which is the state-Federal mixed funding. That is the large contract. This is the state-only funding and is a much smaller amount of money. For all intents and purposes it provides similar services but to a different financially-eligible group.

Mr. Verhulp said it was very beneficial for the commissioners as a board to hold off and see how negotiations came out. The negotiations came out favorably for the counties. You didn't assume that liability beforehand by just signing like you were forced to sign. This is the benefit of waiting.

Mr. Hopper said within a month to six weeks he expects all the other member governments to have similar language.

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Motion – Mrs. Corkrum: I move that we approve the Program Agreement between the Greater Columbia Behavioral Health and Benton and Franklin Counties' Department of Human Services, Agreement BEN/FRP-05/06-00. This is Resolution 2005-490. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 16)

Melissa Koch joined the audience.

State-Only Funding

Motion – Mr. Koch: I move that we accept Interlocal Agreement State Mental Health Contract between Greater Columbia Behavioral Health and Benton and Franklin Counties' Department of Human Services, Agreement #BEN/FRS-05/06-00. This is Resolution 2005-491. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 17)

Green Energy Today (GET)

Assistant Planning Director Greg Wendt and County Engineer Tim Fife joined the meeting. Mr. Verhulp reviewed the history of the GET proposal to use a small portion of county land for their hydroelectric project. He has determined the original plan to allow an easement to GET is not appropriate. Instead, the land needs to be sold or leased to GET. He recommended that the Board send a formal response to GET. He has drafted a letter for the Board to consider sending to GET in good faith and to quell their concerns as well. He thinks they need to be informed that an easement isn't proper. Mrs. Corkrum said we need to either sell it or lease it to them. Mr. Verhulp said we can offer a lease.

Anne Hayden joined the audience.

Motion – Mrs. Corkrum: I move we approve the letter as drafted to Green Energy today with the cc's as listed. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 18)

An appraisal may be needed. GET has a unique use for the property. Mr. Fife said it is possible to set a value without doing an appraisal and he would recommend doing so.

Jacque Sonderman joined the audience.

Mr. Fife and Mr. Wendt left the meeting.

Litigation Update

Mr. Verhulp gave the Board an update on current pending litigation.

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MINUTES

Motion – Mr. Koch: I move that we accept the minutes as presented for November 7, 9, 14, and 16. Second by Mrs. Corkrum. 3:0 vote in favor.

HISTORICAL SOCIETY

Jacque Sonderman, Anne Hayden and Jim Rabideau of the Franklin County Historical Society met with the Board.

Elevator

Jacque Sonderman advised that ThyssenKrupp is the elevator company that put the elevator in place in the museum. Currently they service the museum elevator on the same days as they service the Franklin County elevators based on the maintenance agreement. Before the museum elevator was included on the maintenance agreement, it required service to repair or replace a solenoid in the door. A bill was not received at the time. However, on November 10, 2005, an invoice was received for \$1200 for work done in July 2003. The cover letter says it is the third notice, past due. The Historical Society has never received the bill previously. Mrs. Corkrum thinks we need to pay this bill. Mr. Brock doesn't think we have any choice. The Board said we'll pay the bill but we want to know where the original bill is.

Courthouse Restoration

The Board discussed what type of reception may be held when the courthouse restoration work is completed. The Historical Society will handle the reception. Mrs. Corkrum said the idea that was discussed earlier for a dinner will not be feasible.

Mr. Rabideau suggested sending an invitation to the Yakama Indian tribe. The Palouse tribe was in this area at the time of the original construction of the Courthouse and is now a part of the Yakama tribe.

The Historical Society would also like to have Harm Schlomer invited. He is 90-some years old. His father was a Franklin County Commissioner when the courthouse building was authorized.

The Historical Society would like to get a list of all the past elected officials for invitations.

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Troy Woody joined the audience.

Motion – Mrs. Corkrum: I move for approval to pay the Franklin County Historical Museum's elevator bill for \$1229.59. Second by Mr. Koch. He asked if there is interest being charged on the bill. Mrs. Corkrum said ThyssenKrupp hasn't asked for it that she can see. 3:0 vote in favor. (Exhibit 19)

Mrs. Corkrum said she thinks this should be an emergency invoice, to be paid immediately.

TRAC

TRAC Manager Troy Woody met with the Board.

Event Update

Mr. Woody told the Board about recent events held at TRAC.

Storage Shed Update

The storage shed construction has been delayed. Mr. Woody said we are essentially going back to the drawing board because of the City of Pasco's requirements. Mr. Woody is hoping to start construction in mid-January or early February. We will have to do a metal building as opposed to a wood building. It has to be identical to the Pavilion. The costs will go up.

Concrete Work

Concrete work should start next week for all the other areas that need it including the rest of the shop, the end of the pavilion, and under the bleachers for the additional storage area.

Capital Budget Items

Mr. Woody told the Board about the capital budget items. The items include seating, lighting, sound, expansion and fly points in the area, and paint and carpet in the Expo Hall.

Fly points refer to using speakers that are put up and flown into the air for use by concerts and big shows without having stacks of equipment in the audience.

Mr. Woody explained his idea for arena expansion. He thinks the west wall should be knocked out about 30 feet so we can take the seating around. He drew a line

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drawing showing his idea. The TRAC sign will be put back on. The expansion would increase the capacity to easily 6000 in arena-style chairs. He said as an industry average, you need to be a 6000-seat facility if you're going to bring in a large act.

Mrs. Corkrum asked how feasible is knocking the wall out? Mr. Woody said "very." There are no major electrical components, no doors, and no windows in the west wall. It is the most generic wall in the place. He is obtaining cost estimates to see if the numbers make sense. The sidewalk is not being used in that area. You could go clear to the edge of the parking lot and not lose any usable space. Mr. Koch asked if 30 feet is enough. Mr. Woody said the seating companies will determine that after initial plans are prepared.

Mr. Woody said installing concrete in the arena is another discussion point that is being debated. It has some advantages and some disadvantages. When dirt is added back in, it has to be even. Some questions include if steps are used or ramps. TRAC would also need a big tractor. Another question is where would we put the dirt for storage purposes? There would be a cost to purchase more good dirt because there are rocks underneath. It is complicated.

The maintenance director at TRAC has suggested buying a professional road grader with laser levels that is now available. It takes a day and a half to lay the flooring and a day to take it up. It will take longer than that to bring in dirt and take out dirt with a front-loader. Then the concrete wouldn't be needed. Mr. Brock said that might be the smart way. He said the biggest problem he sees here aside from money is the storage of the dirt. The other Board members agreed. Mr. Woody said the concrete would also require purchase of a tractor that might cost up to \$200,000. The benefit of the concrete might not outweigh the cost.

A designer is working on designs and colors for paint and carpet in the Expo Hall. We would paint the walls ourselves and paint the ceiling ourselves. The capital expense really is the carpet. Mr. Woody is obtaining cost estimates. Mr. Brock said he thinks we really ought to look at carpet. Mrs. Corkrum said we have some funds to use now. Mr. Woody said over a 10-year period of time, the return on investment in the arena is

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going to return more dollars but in the short term events he can start booking now, carpeting the Expo Hall would be higher on the list. Over time the bleacher seating will bring in a bigger return but carpet in the Expo Hall will generate the most new business now.

Open Schedule Horse Riding

TRAC is scheduling for open horse riding. There will be a much larger practice arena once the barns are reconfigured. Mr. Woody asked can I have the horse groups donate to have the outdoor arena roofed and then we'll allow winter riding *gratis* for the winter? Then the Pavilion would not have to be locked and unlocked, lights turned on, etc. The practice arena could be ridden in virtually the entire winter with a roof. If they want to build sides, too, that's okay. It is a 145 foot x 250 foot space. He does not know the cost. Mr. Brock said he sees nothing wrong with asking them if they would be interested.

Ranch and Home supplied the most recent roping chutes that we got at TRAC. Leonard Dietrich of Basin Disposal donated the first set. Mr. Brock said Mr. Dietrich donated bucking chutes and Ranch and Home donated a roping chute.

Mr. Woody said he hopes to put a sign on the roof that would identify the sponsor such as Ranch and Home, Basin Disposal (BDI), or whoever's company name.

AUDITOR

Auditor Zona Lenhart, Elections Supervisor Diana Killian and Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Executive Session at 11:23 a.m. regarding potential litigation expected to last 15 minutes.

Executive Session continued at 11:41 a.m.

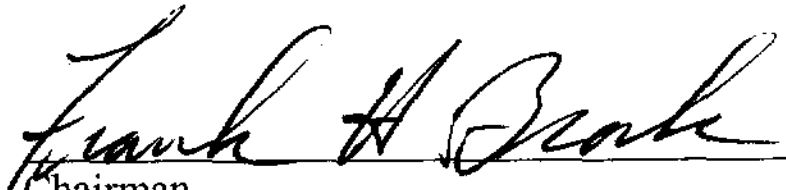
Open Session at 11:46 a.m.

Adjourned at 11:48 a.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until November 28, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed December 12, 2005.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

05 714

FRANKLIN COUNTY RESOLUTION NO. _____

2005 480

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN
OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON
THE PERSONAL SERVICES AGREEMENT BETWEEN THE JUVENILE JUSTICE
CENTER AND SCOTT ETHERTON, ESQ. WSBA # 29904, and

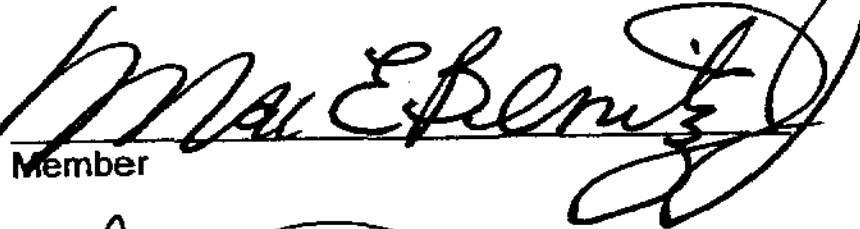
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the
best interest of the Juvenile Justice Center that the Personal Services Agreement between
Scott Etherton, and Benton-Franklin Counties Juvenile Justice Center be approved as
presented for a term commencing November 22, 2005 and terminating on December 31,
2006, NOW, THEREFORE

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

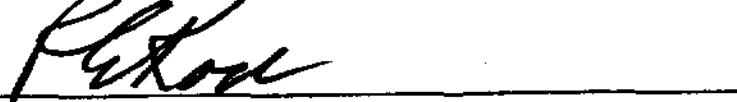
DATED this 14th day of November 2005.DATED this 23rd day of November 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board
Chairman of the Board
Member
Chairman Pro Tem
Member

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


Member

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. VanderSchoor
 Hon. Robert G. Swisher
 Hon. Carrie Runge
 Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



HARON PARADIS, Administrator
 Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION

This Personal Service Agreement (the "Agreement") 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 Scott Etherton, Esq. WSBA # 29904, an attorney admitted to practice law in the State of Washington, with his principal office located at 1520 Fowler Street, Richland WA 99352 (hereinafter referred to as "the Attorney") is effective from the last date of signature of the parties to this Agreement to December 31, 2006.

This Agreement is one of several individual personal service agreements to provide legal representation for indigent persons in the Benton and Franklin Counties Superior Courts, Juvenile Division (hereafter also referred to as "Juvenile Division"). All attorneys holding similar individual personal service agreements for the provision of legal services in civil and criminal proceedings in Juvenile Court are hereinafter referred to as the "Juvenile Defense Panel."

WHEREAS, Benton County and Franklin County, as part of their system of criminal justice, are required to provide legal representation for individuals subject to proceedings commenced in the Juvenile Division, and who are financially unable to obtain legal counsel; and

WHEREAS, the determination of indigence and the need to appoint attorneys to represent indigent individuals are made by the Superior Courts of Benton and Franklin Counties, and/or the staff of the Benton and Franklin Counties Juvenile Justice Center; and

WHEREAS, the Attorney is engaged in the private practice of law and intends to devote a portion of that practice to representation of individuals in juvenile court proceedings and is one of several attorneys participating in the Benton and Franklin Counties indigent defense programs; and

WHEREAS, the Attorney is admitted to practice law in the State of Washington, has been actively engaged in the practice of law for a minimum of one (1) year prior to the commencement of this Agreement, and has had practical experience in criminal law.

THEREFORE, in consideration of the mutual benefits and covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES

- A. The Attorney, diligently and contentiously using the professional skills for which he/she is licensed, agrees to and will represent all indigent individuals for whom he/she is appointed to represent in criminal proceedings in the Juvenile Division. Such representation shall in general include preparation and appearances in all phases of court proceedings including arraignments, pretrial hearings, motions, review hearings, fact-finding, trial, disposition, sentencing, and contempt proceedings.

The types of cases for which the Attorney agrees to provide legal counsel include but are not limited to, all criminal proceedings filed in the Juvenile Division of Superior Court and not covered specifically by another contract or not the responsibility of another governmental entity, division referrals, revocations and modifications of probation proceedings, financial responsibility/contempt of court proceedings on underlying criminal cases, all such cases returned to the Juvenile Division of the Superior Court from any higher court, and any other matter in juvenile court for which publicly provided counsel for a person is required by law. The attorney's duties shall also include the preparation and filing of all pleadings necessary to perfect an appeal to a court higher than the Juvenile Division of Superior Court and representation of an appellant until appointment of counsel is made.

When an indigent respondent is charged with murder in the first degree, the Superior Court may appoint an attorney with a contract with Benton or Franklin County for representation of indigent defendants in Superior Court. If so, compensation shall be fixed as described in paragraph 2C.

Nothing in this contract prohibits the Superior Court from appointing any other attorney to represent an indigent respondent charged with murder in the first degree.

- B. The Attorney agrees not to accept appointments to provide indigent defense services in any courts other than Benton and Franklin Counties Superior Courts, Juvenile Division, including appeals therefrom during the term of this Agreement except as provided in paragraph 1A above and paragraph 5 below.
- C. The Attorney acknowledges the duty of the Juvenile Division to provide indigent persons with competent legal counsel. Accordingly, the Juvenile Court will monitor the Attorney's performance to ensure that his/her assigned clients are receiving adequate representation. In the event of a concern with the Attorney's

performance, the Juvenile Court Administrator will promptly provide the specifics of the concern and the expected resolution to the Attorney in writing.

- D. In order to comply with provisions under RCW 72.05.440 and WAC 275-37-030, Background Checks: RCW 13.40.570, Sexual Misconduct by State Employees, contractors, the Attorney shall agree to a criminal history background check, conducted as necessary by the COUNTIES.
- E. The Attorney further agrees to report a plea of guilty or a conviction of any of the following offenses to the Administrator of the Benton-Franklin Juvenile Justice Center within seven (7) days of such plea or conviction. Failure to report within seven days constitutes misconduct and grounds to immediately terminate this Agreement.
 - a) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
 - b) Any crime specified in Chapter 9A.44 RCW when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
 - c) Any violent offense as defined in RCW 9.94A.030
- F. The Attorney certifies that the Attorney has read and is knowledgeable of the requirements of RCW 13.40.570 and of all crimes included in RCW 9A.44, Sexual Offense.

2. COMPENSATION

The Attorney is an independent licensed professional and the fees paid by the Counties to compensate the Attorney hereunder are professional service fees and not a salary for the services provided.

- A. Except as provided in paragraph 2C below, the Counties shall compensate the Attorney as attorney fees and not as a salary for the professional services provided in the sum of Four Thousand, Five Hundred and Twenty-One dollars (\$4,521.00) per month, pro rated for each partial month, for the period between the date that this Agreement becomes effective and December 31, 2005. This amount shall be paid on the last business day of each month of the term hereof beginning on the last day of the month in which this Agreement becomes effective and ending on the last business day of December 2005.
- B. Except as provided in paragraph 2C below, compensation for the subsequent years shall be established as follows:
 - 1. January 1, 2006 to December 31, 2006:
Compensation as set forth in paragraph 2(A) plus eighty percent (80%) of the percentage increase in the Seattle Metropolitan Consumer Price Index (CPI-W) for the year from June 2004 to June 2005 applied against the aforementioned rate of compensation. This amount shall be paid on the last business day of each month of the term hereof beginning on the last day of the month in which

this Agreement becomes effective and ending on the last business day of December 2006.

- C. Homicide cases shall be appointed to panel members on a rotational basis. Compensation shall be at the rate of sixty-five (\$65) per hour up to a maximum amount of \$5,000.00 per homicide case. The number of hours is subject to prior approval by the Superior Court. Nothing in this contract prohibits the Superior Court from appointing any other attorney to represent an indigent respondent charged with homicide.
- D. Vendor warrants for compensation will be available for pick-up or mailing in the Prosser Office of the Benton County Auditor on the last working day of each month during the Agreement term.

3. EXPENSES

The Attorney agrees to provide his/her own labor and materials in the performance of this Agreement and agrees not to claim reimbursement for any expenses incurred in representing any individual pursuant to this Agreement, except:

- A. Expenses incurred in obtaining expert testimony, scientific tests or analysis when authorized by court order;
- B. Expenses of a private investigator used to aid in the preparation of the defense of a matter when authorized by court order; and
- C. Expenses incurred for travel, meals, and lodging while away from home on any matter in which a change of venue has been granted will be compensated according to the US General Services Administration travel reimbursement rates.

4. TERM

The term of this Agreement shall be for the period commencing upon the effective date of this Agreement, and concluding on December 31, 2006.

The Attorney understands and agrees that providing legal representation under this Agreement includes the obligation to complete all cases or matters assigned during the term of this Agreement. The Attorney shall continue his/her representation beyond the term of this Agreement in those cases not concluded during its term. The Attorney's obligation to complete all cases or matters beyond the term of this Agreement shall not result in any additional compensation over the amount specified herein.

5. COOPERATION WITH MEMBERS OF THE JUVENILE DIVISION DEFENSE PANEL

The Attorney agrees to cooperate with the other attorneys in the Juvenile Division Criminal Defense Panel. The Attorney, in cooperation with the other contracting attorneys, the Juvenile Court, and the Juvenile Justice Center staff shall be responsible for the equitable distribution of appointments among the contracting attorneys and the Counties shall bear no responsibility therefore.

The Attorney shall participate in designating one of the attorneys in the Juvenile Division Criminal Defense Panel to serve as spokesperson for all participating attorneys and as liaison with the courts, Prosecuting Attorney's office, the boards of county commissioners, and bar associations. The attorney so designated shall serve for a minimum of three months and his/her name shall be submitted in writing to the Board of Benton County Commissioners.

The Attorney further agrees that in the event of a conflict of interest between the attorneys on any one of the three Benton County indigent defense panels, including the Juvenile Division Criminal Defense Panel, that prohibits any of the attorneys on that particular panel from representing an indigent defendant, the Attorney, when appointed, will represent a defendant covered by the conflicted panel for no additional compensation.

6. NON-ASSIGNMENT

The Attorney shall not permit any other person to perform any of the services assigned under this Agreement, or assign or subcontract his/her responsibility to perform any of the services required by this Agreement without the prior approval of the Juvenile Court; provided that panel members, by mutual agreement, may make substitute appearance for one another on an as-needed basis. In no case shall the Attorney assign or sub-contract his/her responsibility for the performance of this Agreement for more than ninety (90) consecutive days; an assignment or sub-contract exceeding ninety (90) consecutive days is considered a vacancy under the provision of Paragraph 8.

7. TERMINATION

- A. In the event a party fails to comply with any of the provisions of this Agreement, the other party shall have a right to terminate this Agreement upon ten (10) days written notice to the breaching party.
- B. In the event the Attorney's license to practice law in the state of Washington is revoked or otherwise limited or restricted, including disbarment or suspension from the practice of law, this Agreement shall terminate without further notice as of the effective date of the action.
- C. The Attorney may terminate this Agreement for any reason upon thirty (30) days written notice to the Counties. The Counties may terminate this Agreement for any reason upon ninety (90) days written notice to the Attorney.
- D. With the exception of paragraph 7B above, the Attorney's obligation to continue representation set out in paragraph 4 above applies to any termination pursuant to this Section 7 ("TERMINATION").
- E. In the event that the Attorney fails to comply with the provisions under Section 1D and/or 1E of this Agreement and/or fails to pass the criminal history background check as determined by and to the satisfaction of the Counties, this Agreement will automatically terminate effective the date of the noncompliance.

8. VACANCIES

When a vacancy on the Juvenile Division Criminal Defense Panel occurs, Benton and/or Franklin County will advertise "an intent to fill the vacancy" by legal messenger to a majority of the law offices within Benton and Franklin Counties; Benton County will receive the written applications. Benton County will forward these applications to a selection panel comprised of members of the Juvenile defense panel, one person appointed by the Counties, and one person appointed by the Juvenile Court. The selection panel will recommend one or more persons to fill the vacancy, and have the recommendation approved by the judges of the Benton and Franklin Counties Superior Court. The selection panel will forward the approved recommendation(s) to the Boards of Commissioners for the Counties by a date specified by the Counties. The Commissioners will consider the recommendation(s) and make the final determination on filling the vacancy. No vacancy will be filled with an attorney not approved by the Superior Court judges.

9. INSURANCE/INDEMNIFICATION

The Attorney shall maintain professional liability insurance coverage for the entire term of this Agreement, and include anyone else acting for or on behalf of the Attorney in the performance of this Agreement as an additional named insured on any such policy. The coverage shall apply to liability for a professional error, act, or omission arising out of the performance of services under this Agreement. Such insurance must be obtained from any insurance company authorized to do business in the State of Washington. The policy shall be written subject to limits of not less than \$200,000 per occurrence, loss, or person, with a maximum deductible of \$5,000. If the policy contains a general aggregate or policy limit, it shall be at least \$500,000. Before the Attorney provides any services hereunder, the Attorney will provide evidence that such insurance is in force and that the insurance will not be canceled without first giving thirty (30) days written notice to the Counties.

The Attorney covenants and agrees that he/she will indemnify, hold harmless, and defend Benton County, Franklin County and any of their officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, damage, costs, charges, expenses, and judgments of any nature whatsoever, whether direct or indirect, including reasonable costs and attorneys' fees, and whether to persons or property or business, to which Benton County and/or Franklin County or their officers, officials, employees or agents may have been subjected to by reason of any act, error, neglect, omission, or default on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance of this Agreement.

Should any suit or legal proceeding be brought against Benton County and/or Franklin County or any of their officers, officials, employees or agents arising out of any act, error, neglect, omission, or default of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the Attorney's own expense and to pay any and all costs, charges, attorney's fees, and other expenses and any and all

judgments that may be incurred by or obtained against Benton County and/or Franklin County or any of their officers, officials, employees or agents in such proceedings.

10. REPORTS

The Attorney shall submit a monthly written report to the Juvenile Division listing, by respondent's name, the cases to which the Attorney was appointed during the preceding month. The report shall be submitted by the twentieth (20th) day of each month for assignments made during the preceding month. If the Attorney fails to comply with the requirements of this paragraph, the Counties may withhold compensation, following thirty (30) days written notice to the Attorney, until a proper report is received.

11. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create an employer/employee relationship between the parties. The parties agree that the Attorney is an independent contractor and not a Benton or Franklin County employee for any purpose; including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Washington Industrial Insurance Act (Title 51 RCW), Washington wage and hour laws, Washington Employment Security Act (Title 50 RCW). The Attorney acknowledges that he/she is not entitled to any benefits provided to employees of the Counties, including but not limited to vacation pay, holiday pay, sick leave, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded employees of the Counties. The Attorney has sole and absolute discretion in his/her professional legal judgment to determine the manner and means of providing the legal representation required hereunder. Furthermore, the parties agree that none of them will claim or construe that this Agreement creates any joint employment relationship between the Attorney and Benton or Franklin County, and that Benton and/or Franklin County will not be liable for any employment obligation toward the Attorney including but not limited to unpaid minimum wages and/or overtime premiums. The Attorney shall pay for all taxes, fees, licenses, or payments required by federal, state, or local laws that are now in effect or may be enacted during the term of this Agreement.

12. COMPLIANCE WITH LAWS

The Attorney agrees that all activity pursuant to this Agreement will be in accordance with all applicable federal, state, and local laws, rules, and regulations. It is the policy of the Counties that no person will be subjected to discrimination by the Counties or by their contractors because of race, color, national origin, sex, age, religion, creed, marital status, veteran status, the presence of any disability, or any other protected status under the law. The Attorney agrees to comply with that anti-discrimination policy.

13. GOVERNING LAW; FORUM

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without

reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

14. ATTORNEYS' FEES AND COSTS

If any dispute arises between the parties with respect to the matters covered by this Agreement, the predominantly prevailing party in such action shall be entitled, in addition to any other relief, to recover reasonable attorneys' fees and other costs and expenses incurred.

15. SEVERABILITY

The validity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Counties and the Attorney agree to replace any invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

16. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement, 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 Agreement at a later time.

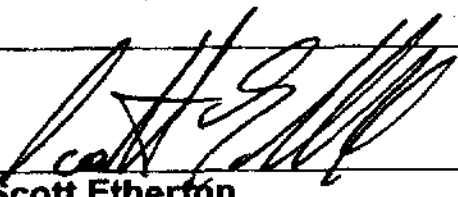
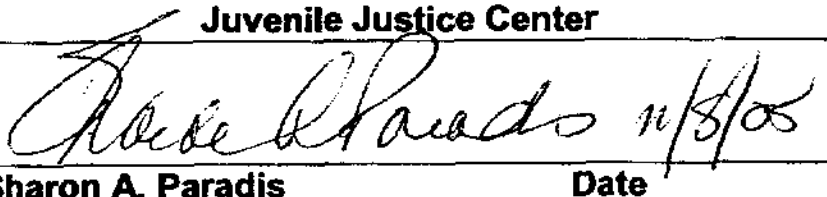

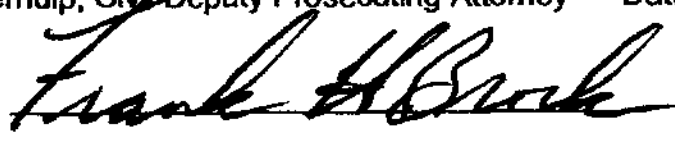
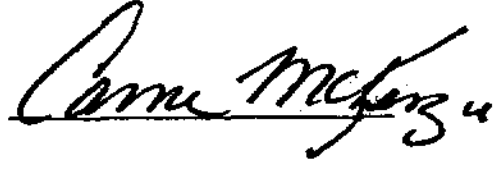
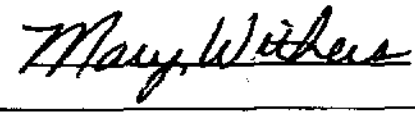
17. NOTICES

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 principal office addresses. 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.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Counties and the Attorney. The parties expressly acknowledge and agree that, in entering into this Agreement, they have not relied upon any terms (whether written or oral) not included in this Agreement. This Agreement may be modified or amended only by written instrument executed by both parties.

This Agreement shall be effective upon execution by the last signatory, below.

<p align="center">Attorney</p>	<p align="center">Benton Franklin Counties Juvenile Justice Center</p>
	
<p>Scott Etherton</p>	<p>Sharon A. Paradis</p>
<p align="center">Date</p>	<p align="center">Date</p>
<p align="center">BENTON COUNTY APPROVAL</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p>
<p>Approved as to Form:</p>	<p>Approved as to Form:</p>
<p><u>Sarah Villanueva 11/3/5</u></p>	<p><u>RUB 11.04.05</u></p>
<p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p>	<p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p>
<p>By: </p>	<p>By: </p>
<p>Name: <u>Claude L. Oliver</u></p>	<p>Name: <u>Frank H. Brock</u></p>
<p>Title: <u>Chairman, Board of Commissioners</u></p>	<p>Title: <u>Chairman, Board of Commissioners</u></p>
<p>Date: <u>11-14-05</u></p>	<p>Date: <u>11/23/05</u></p>
<p>Attest:</p>	<p>Attest:</p>
<p>Clerk of the Board: </p>	<p>Clerk of the Board: </p>

**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**Agency:
775233Branch:
912Policy Number:
268154969Insurance is provided by Continental Casualty Company,
CNA Plaza, Chicago, IL 60685.
A Stock Insurance Company.**1A. NAMED INSURED AND MAILING ADDRESS:**The Law Offices of Scott Etherton
1520 Fowler Street
Richland, WA 99352**NOTICE TO POLICYHOLDERS:**

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

1B. PREDECESSOR FIRM(S): See Declarations Addendum**2. POLICY PERIOD:**Inception: 11/01/2005
at 12:01 A.M. Standard Time at the address shown above

Expiration: 11/01/2006

3. LIMITS OF LIABILITY:*Inclusive of Claims Expenses*Each Claim: \$250,000
Aggregate: \$500,000Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:Each Claim: \$250,000
Aggregate: \$500,000**4. DEDUCTIBLES:***Inclusive of Claims Expenses*

Aggregate: \$5,000

5. POLICY PREMIUM:

Total Policy Premium:

\$ 718.00

Includes CNA Risk Management Seminar Credit of

\$ 0.00

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

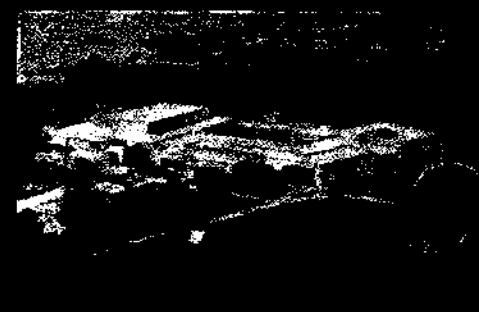
G-118011-A (Ed. 07/2001), G-118012-A (Ed. 03/1999), G-118016-A (Ed. 09/1996), G-118024-A (Ed. 09/1996), G-118029-A (Ed. 09/1996), G-118039-A46 (Ed. 08/2002), G-118063-A46 (Ed. 08/2002), G-118064-A46 (Ed. 09/1996), G-144216-A (Ed. 11/2002), G-144872-ALW (Ed. 01/2003), G-145126-A (Ed. 08/2003), G-145184-A (Ed. 06/2003)

7. WHO TO CONTACT:To report a claim:
CNA Insurance Companies
333 S. Wabash, 26 South
Chicago, IL 60685
Att: Regional Director, GSL Lawyers Claims
Phone 312-822-1707 Fax 312-817-0528_____
Countersignature_____
Date_____
Authorized Representative_____
Date

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

October 20, 2005

Benton County Board of Commissioners
Claude Oliver, Chair
Max E. Benitz, Jr.
Leo Bowman

Board of Franklin County Commissioners
Frank Brock, Chair
Neva Corkrum
Bob Koch

Re: Juvenile Criminal Defense Panel Contract

Dear Commissioners:

Pursuant to the provisions of the current Juvenile Court defense contracts, a panel of county staff and contract attorneys convened on October 13, 2005 to interview those qualified attorneys who responded to the announcement of an open criminal defense panel contract at Juvenile Court. The Superior Court Judges have reviewed and accepted the recommendation of that interview panel.

Therefore, on behalf of the Superior Court of Benton and Franklin Counties, I would recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners approve a Juvenile Court Criminal Defense Panel Contract with Scott Etherton, a qualified attorney and member in good standing of the Washington State Bar Association.

Sincerely,

Dennis D. Yule
Superior Court Judge
Benton-Franklin Juvenile Justice Center

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 11-14-05 F/C 11-21-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Signature on Contracts with Juvenile Court Criminal Defense Panel Attorney - Scott Etherton	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

Attached for Board review, and if appropriate, approval is a contract between Benton County and Scott Etherton to provide indigent defense for criminal proceedings in Juvenile Court, for the term of November 15, 2005, through December 31, 2006. Staff advertised the contract opportunity in Benton and Franklin Counties through legal messenger and the Washington State Bar Association. There were three qualified applicants, all of which were interviewed by a panel that included a representative from Benton County Commissioners Office, Juvenile Court and representatives from the Juvenile Criminal Defense Panel. The panel recommends Mr. Etherton as the best candidate. Both the Defense Panel and Juvenile Court concur with the recommendation.

SUMMARY

The original Personal Service Agreements for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division needs to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Personal Service Agreements for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

FISCAL IMPACT

Compensation for the panel attorney is set forth in the contracts. This amount has been figured into the Juvenile Court's 2006 budget.

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 Personal Services Agreement with Mr. Etherton.

FRANKLIN COUNTY RESOLUTION NO. 2005 481

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: MINOLTA COPIER MAINTENANCE RENEWAL CONTRACT BETWEEN
ABADAN AND FRANKLIN COUNTY CORRECTIONS FOR THE COPIER
LOCATED IN ADMINISTRATION**

WHEREAS, the Jail Captain received the maintenance renewal contract for the Minolta copier located in Administration; and

WHEREAS, the Jail Captain requested signature on said contract from the Chairman of the Board; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign the attached Minolta Copier Maintenance Contract renewal between Abadan and Franklin County Corrections for the copier located in Administration, for model number D13510F, serial number 31700595, for a period of twelve months commencing November 21, 2005, for a monthly fee of \$23.10 for 2,000 copies, plus applicable copy overages at a cost of \$.0116, to be paid from the Current Expense Sheriff's – Detention/Correction Budget, Number 001-000-540, line item 523.20.31.0000 (Office & Operating Supplies).

APPROVED this 23rd day of November 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
Abadan

cc: Sheriff's Department
Corrections



THIS IS NOT AN INVOICE
Please sign, make copy
and return original

P.O. BOX 2930 • Tri-Cities, WA 99302-2930

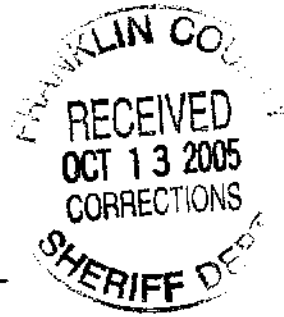
(509) 946-7693

2005 481

Minolta Copier MAINTENANCE CONTRACT

☐ New ☒ Renewal ☐ Revision

FRANKLIN COUNTY CORRECTIONS
1016 NORTH 4TH
PASCO, WA 99301
545-3549

Installation Date: 11/21/03Contract Effective: 11/21/05

Equipment Location: _____

Fax#: _____

E-Mail #: _____

For an annual, quarterly or monthly base charge plus overage charges, if any, our factory trained personnel will render service calls during regular business hours on the equipment listed below for a period of 12 months in accordance with the terms and conditions set forth on this page.

Model Number	Serial Number	Beginning Meter	BILLING: <input type="checkbox"/> ANNUAL <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> MONTHLY		
			Copy Allowance	Base Charge (in advance)	Charge Per Copy (In Arrears) <input checked="" type="checkbox"/> Overages <input type="checkbox"/> All Copies
DI3510F	31700595		2000	\$ 23.10	.0116

This contract covers service calls during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Includes parts, labor, developer and black toner. Excludes all other consumable supply items (e.g. paper, staples, colored toner, image units etc.) unless specifically listed.

Please see terms and conditions set forth on the reverse side of this agreement.

SERVICE E-MAIL **servicecall@abadantc.com**

METER READ E-MAIL **meters@abadantc.com**

Approved by Abadan:

Tom B...
Service Manager

Customer Acceptance:

L. Long, Frank H. Brack
Authorized Signature

Date

11/29/05

Date

10-13-05 11/23/05

Approved as to Form:

Bob

Ryan E. Verhulp
Chief Civil Deputy P

Serving the Tri-Cities Area since 1953

Abadan agrees to perform the maintenance service with respect to equipment in accordance with the following terms and conditions:

- 1) Only authorized Abadan personnel may make modifications to this Agreement.
- 2) This agreement is subject to acceptance only by an authorized representative or Abadan. The Customer hereby waives notice of acceptance.
- 3) The equipment must be in good condition on the commencement date of this agreement. Abadan will charge for parts and labor required to bring the equipment up to Abadan standards unless covered under any applicable warranties or a continuous maintenance agreement; this will be in addition to the price set forth on the reverse side of this contract.
- 4) This Agreement will renew automatically for successive annual terms unless the Customer notifies Abadan in writing thirty (30) days prior to anniversary date. Abadan retains the right to increase rates each annual renewal period without notice to the Customer.
- 5) The Customer agrees to provide space, power, network connections and other requirements as specified by the manufacture for ideal operation of equipment.
- 6) Customer acknowledges that manufacturer's limit parts production on aged equipment. In the event that a part cannot be obtained to repair the equipment, this contract shall become null and void.
- 7) This agreement **does not** include: delivery, moving, or installation charges of the equipment or any major modifications to the equipment.
- 8) During the term hereof, Abadan will repair or replace in accordance with the terms and conditions of this agreement and any part of the Equipment, which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned, or used; all part removed due to replacement will become the property of Abadan. Maintenance service provided by Abadan under this Agreement does not include the following:
 - A) Repairs resulting from misuse (including without limitation improper voltage or use of supplies that do not conform to the manufacturer's specifications).
 - B) Repairs made necessary by service performed by persons other than Abadan.
 - C) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the equipment.
 - D) Consumable supplies such as paper, staples, drum cartridges, developer, toner, or masters (unless otherwise noted on the reverse side of this maintenance contract).
 - E) Repairs and or service calls resulting from attachments not purchased from Abadan.
 - F) Any software, system support or related connectivity, unless specified in writing.
- 9) Abadan's regular service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays and only within the scope of our authorized service area.
- 10) This Agreement extends only to the original Customer and is non-transferable. If the equipment is moved beyond Abadan's service zones this Agreement shall be deemed terminated.
- 11) Customer agrees to pay invoices promptly. Should the Customer be delinquent for more than thirty (30) days, Abadan at its option may cancel this Agreement without notice. Customer agrees to pay a finance charge of 1-1/2% per month on any past due balance. Further, Customer agrees to pay all costs of collection including reasonable attorney's fees', whether suit be brought or not, incurred by Abadan in collecting any past due balance or recovering any equipment.
- 12) Customer will provide to Abadan true and accurate copy counter (meter) readings at monthly/quarterly/annual intervals in any reasonable manner requested by Abadan for the purpose of maintenance billing. All copies in excess of the amount included in the base charge of the contract are subject to excess copy charges.
- 13) Customer agrees that in the event Abadan does not receive current monthly/quarterly/annual copy counts, the Customer will receive a billing for the base amount and/or an estimated bill based on previous usage history. The next sequential billing will be adjusted for actual copies run for the previous and current billing periods.
- 14) If the Customer makes an alteration, attaches a device, or utilizes a supply item that, in Abadan's judgment, increases the cost of service, Abadan will either propose an additional service charge or request the equipment be returned to its standard configuration or purpose that use of the supply item be discontinued. If, within five (5) days of such proposal or request, the Customer does not remedy the problem or agree in writing to do so immediately, the Customer shall be in default of its obligation to Abadan and Abadan may withhold maintenance service from the equipment. If Abadan believes that an alternation, attachment, or supply item affects the safety of Abadan personnel or equipment users, Abadan shall notify the Customer of the problem and may withhold maintenance until the problem is remedied.
- 15) Unless otherwise permitted, the Customer prior to the total length of time purchased will give no refund or credit on early termination of the Agreement. If the Agreement has not been paid in full, the Customer agrees that the Customer shall immediately pay Abadan the expired pro-rata portion of the total contract price preceding the receipt of notice of cancellation, a processing fee, plus whatever other remedies Abadan may be entitled. If the Customer purchases other equipment from Abadan in the same product group, Abadan will credit the unused portion towards the purchase of a Maintenance Agreement on the new equipment.
- 16) Disclaimer of Implied Warranties and Limitations of Liability:
 - A) Abadan disclaims the implied warranty of fitness for particular purpose following the expiration of any express warranty pertaining to equipment. Abadan disclaims the implied warranty of merchantability.
 - B) Abadan shall not be liable for indirect, incidental, or consequential damages, such as loss of use, revenues, or profit.

FRANKLIN COUNTY RESOLUTION NO. 2005 482

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: MINOLTA COPIER MAINTENANCE RENEWAL CONTRACT BETWEEN
ABADAN AND FRANKLIN COUNTY CORRECTIONS FOR THE COPIER
LOCATED IN THE BOOKING AREA**

WHEREAS, the Jail Captain received the maintenance renewal contract for the Minolta copier located in the Corrections Booking area; and

WHEREAS, the Jail Captain requested signature on said contract from the Chairman of the Board; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign the attached Minolta Copier Maintenance Contract renewal between Abadan and Franklin County Corrections for the copier located in the Booking area, for model number D13010F, serial number 31701365, for a period of twelve months commencing November 21, 2005, for a monthly fee of \$23.10 for 2,000 copies, plus applicable copy overages at a cost of \$.0116, to be paid from the Current Expense Sheriff's – Detention/Correction Budget, Number 001-000-540, line item 523.20.31.0000 (Office & Operating Supplies).

APPROVED this 23rd day of November 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
Abadan

cc: Sheriff's Department
Corrections



THIS IS NOT AN INVOICE
Please sign, make copy
and return original

P.O. BOX 2930 • Tri-Cities, WA 99302-2930

(509) 946-7693

Minolta Copier MAINTENANCE CONTRACT

2005 482

☐ New ☒ Renewal ☐ Revision

FRANKLIN COUNTY CORRECTIONS
1016 NORTH 4TH
PASCO, WA 99301
545-3549



Installation Date: 11/21/03

Contract Effective: 11/21/05

Equipment Location: _____

Fax#: _____

E-Mail #: _____

For an annual, quarterly or monthly base charge plus overage charges, if any, our factory trained personnel will render service calls during regular business hours on the equipment listed below for a period of 12 months in accordance with the terms and conditions set forth on this page.

Model Number	Serial Number	Beginning Meter	BILLING: <input type="checkbox"/> ANNUAL <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> MONTHLY		
			Copy Allowance	Base Charge (in advance)	Charge Per Copy (in arrears) w/Overage <input type="checkbox"/> All Copies
DI3010F	31701365		2000	\$ 23.10	.0116

This contract covers service calls during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Includes parts, labor, developer and black toner. Excludes all other consumable supply items (e.g. paper, staples, colored toner, image units etc.) unless specifically listed.

Please see terms and conditions set forth on the reverse side of this agreement.

SERVICE E-MAIL: servicecall@abadantc.com

METER READ E-MAIL: meters@abadantc.com

Approved by Abadan:

Don Black
Service Manager

4/29/05
Date

Customer Acceptance:

L. Long Frank H. Burk
Authorized Signature

10-13-05 11/23/05
Date

Approved as to Form:

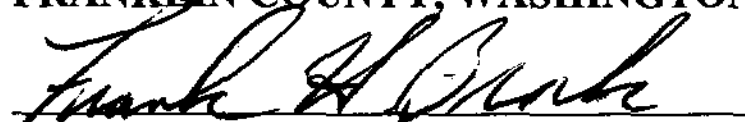
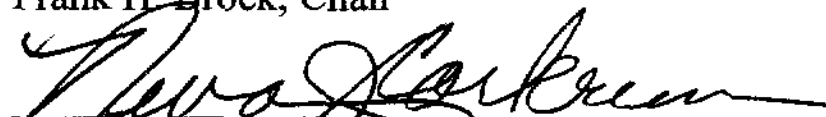

RUP

Ryan E. Verhulp
Chief Civil Deputy P

Serving the Tri-Cities Area since 1953

Abadan agrees to perform the maintenance service with respect to equipment in accordance with the following terms and conditions:

- 1) Only authorized Abadan personnel may make modifications to this Agreement.
- 2) This agreement is subject to acceptance only by an authorized representative of Abadan. The Customer hereby waives notice of acceptance.
- 3) The equipment must be in good condition on the commencement date of this agreement. Abadan will charge for parts and labor required to bring the equipment up to Abadan standards unless covered under any applicable warranties or a continuous maintenance agreement; this will be in addition to the price set forth on the reverse side of this contract.
- 4) This Agreement will renew automatically for successive annual terms unless the Customer notifies Abadan in writing thirty (30) days prior to anniversary date. Abadan retains the right to increase rates each annual renewal period without notice to the Customer.
- 5) The Customer agrees to provide space, power, network connections and other requirements as specified by the manufacture for ideal operation of equipment.
- 6) Customer acknowledges that manufacturer's limit parts production on aged equipment. In the event that a part cannot be obtained to repair the equipment, this contract shall become null and void.
- 7) This agreement does not include: delivery, moving, or installation charges of the equipment or any major modifications to the equipment.
- 8) During the term hereof, Abadan will repair or replace in accordance with the terms and conditions of this agreement and any part of the Equipment, which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned, or used; all part removed due to replacement will become the property of Abadan. Maintenance service provided by Abadan under this Agreement does not include the following:
 - A) Repairs resulting from misuse (including without limitation improper voltage or use of supplies that do not conform to the manufacturer's specifications).
 - B) Repairs made necessary by service performed by persons other than Abadan.
 - C) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the equipment.
 - D) Consumable supplies such as paper, staples, drum cartridges, developer, toner, or masters (unless otherwise noted on the reverse side of this maintenance contract).
 - E) Repairs and or service calls resulting from attachments not purchased from Abadan.
 - F) Any software, system support or related connectivity, unless specified in writing.
- 9) Abadan's regular service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays and only within the scope of our authorized service area.
- 10) This Agreement extends only to the original Customer and is non-transferable. If the equipment is moved beyond Abadan's service zones this Agreement shall be deemed terminated.
- 11) Customer agrees to pay invoices promptly. Should the Customer be delinquent for more than thirty (30) days, Abadan at its option may cancel this Agreement without notice. Customer agrees to pay a finance charge of 1-1/2% per month on any past due balance. Further, Customer agrees to pay all costs of collection including reasonable attorney's fees, whether suit be brought or not, incurred by Abadan in collecting any past due balance or recovering any equipment.
- 12) Customer will provide to Abadan true and accurate copy counter (meter) readings at monthly/quarterly/annual intervals in any reasonable manner requested by Abadan for the purpose of maintenance billing. All copies in excess of the amount included in the base charge of the contract are subject to excess copy charges.
- 13) Customer agrees that in the event Abadan does not receive current monthly/quarterly/annual copy counts, the Customer will receive a billing for the base amount and/or an estimated bill based on previous usage history. The next sequential billing will be adjusted for actual copies run for the previous and current billing periods.
- 14) If the Customer makes an alteration, attaches a device, or utilizes a supply item that, in Abadan's judgment, increases the cost of service, Abadan will either propose an additional service charge or request the equipment be returned to its standard configuration or purpose that use of the supply item be discontinued. If, within five (5) days of such proposal or request, the Customer does not remedy the problem or agree in writing to do so immediately, the Customer shall be in default of its obligation to Abadan and Abadan may withhold maintenance service from the equipment. If Abadan believes that an alternation, attachment, or supply item affects the safety of Abadan personnel or equipment users, Abadan shall notify the Customer of the problem and may withhold maintenance until the problem is remedied.
- 15) Unless otherwise permitted, the Customer prior to the total length of time purchased will give no refund or credit on early termination of the Agreement. If the Agreement has not been paid in full, the Customer agrees that the Customer shall immediately pay Abadan the expired pro-rata portion of the total contract price preceding the receipt of notice of cancellation, a processing fee, plus whatever other remedies Abadan may be entitled. If the Customer purchases other equipment from Abadan in the same product group, Abadan will credit the unused portion towards the purchase of a Maintenance Agreement on the new equipment.
- 16) **Disclaimer of Implied Warranties and Limitations of Liability:**
 - A) Abadan disclaims the implied warranty of fitness for particular purpose following the expiration of any express warranty pertaining to equipment. Abadan disclaims the implied warranty of merchantability.
 - B) Abadan shall not be liable for indirect, incidental, or consequential damages, such as loss of use, revenues, or profit.

FRANKLIN COUNTY RESOLUTION NO. 2005 483**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: AUTHORIZE THE PURCHASE OF FOUR DELL ULTRASHARP 1905FP FLAT PANEL MONITORS FOR THE TREASURER'S OFFICE AT A COST NOT TO EXCEED \$1,700****and****INTER BUDGET TRANSFER IN THE AMOUNT OF \$1,700 FROM THE 2005 CURRENT EXPENSE INFORMATION SERVICES BUDGET, NUMBER 001-000-350, LINE ITEM 518.80.49.0004 (NON-DEPARTMENTAL DATA PROCESSING) TO THE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.3501 (COMPUTER HARDWARE)****WHEREAS**, the Information Services Director requested authorization to purchase four UltraSharp 1905FP (19-inch) Flat Panel Monitors for the Treasurer's Office; and**WHEREAS**, the Director received a quote from Dell for a cost of \$417.17 each, including tax, and suggested using funds from the Information Services budget, data processing line item, to pay for said monitors; and**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County;**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorizes the purchase of four Dell UltraSharp 1905FP Flat Panel Monitors for the Treasurer's Office at a cost not to exceed \$1,700.**BE IT FURTHER RESOLVED** the Franklin County Board of Commissioners hereby approves an inter budget transfer in the amount of \$1,700 from the 2005 Current Expense Information Services Budget, Number 001-000-350, line item 518.80.49.0004 (Non-Departmental Data Processing) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware).**APPROVED** this 23rd day of November 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 – I.S.

cc: Accounting – Transfer Notebook – Treasurer

Patricia Shults

From: Toni Fulton
Sent: Thursday, November 17, 2005 12:24 PM
To: Patricia Shults
Cc: Tiffany Coffland; Kevin Scott
Subject: Resolution / Flat Panel Monitors for Treasurer's Office



Quote_256119392.
html (12 KB)

Hi Pat,

Please see Kevin's email below.

I have located the funds to purchase the 4 Flat Panel Monitors for the Treasurer's Office, and have obtained a quote (attached) from Dell. Before leaving on vacation, Kevin authorized me to make a request for a resolution and process the order, if approved.

Could you please prepare a resolution for authorization to purchase:

(4) Dell UltraSharp 1905FP Flat Panel Monitors for the Treasurer's Office, at a cost not to exceed a total of \$1700, (inclusive of sales tax & shipping fees) to be paid from the Information Services Budget, 001-000-350, line item 518.80.49.0004 (Data Processing)?

Thank you so much,
Toni

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

From: Kevin Scott
Sent: Thursday, November 03, 2005 4:16 PM
To: Toni Fulton
Subject: New monitor's for Treasurer's Office...

Toni,

Keeping in mind the purchases I've already requested (Court computers & computers for Liz and I), please take a look at our budget and see if we can find money to purchase 4 Flat Panel monitor's for the Treasurer's Office. I told Tiffany that I would try to find money...no promises.

The only other thing that I know I want to buy before the end of the year is software to manage the network for prox \$2,000.00 and maybe the "Web" interface for Track-It so that everyone can access it from out in the field. I'm not sure of the cost of the "Web" interface.

Thanks,

Kevin



QUOTATION

QUOTE #: 256119392

Customer #: 780587

Contract #: N39913655

Customer Agreement #: NASPO|WSCA # A63307

Quote Date: 11/17/05

Date: 11/17/05 2:11:14 PM

Customer Name: FRANKLIN COUNTY INFO SERVICES

TOTAL QUOTE AMOUNT:	\$417.17		
Product Subtotal:	\$385.20		
Tax:	\$31.97		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Dell UltraSharp 1905FP Flat Panel with Height Adjustable Stand, 19.0 Inch VIS, OptiPlex and Precision, Customer In (320-4113)	1	\$359.10	\$359.10
3 Year Limited Warranty Monitor, Advanced Exchange (983-2847)	1	\$0.00	\$0.00
Dell S501PA Sound Bar for Entry Flat Panel Displays only With Adapter, Dell OPTI, PWS LAT, Customer Install (313-3437)	1	\$26.10	\$26.10
Number of S & A Items: 3		S&A Total Amount: \$385.20	

SALES REP:	Daniel Duckworth	PHONE:	1-800-576-6038
Email Address:	Daniel_Duckworth@dell.com	Phone Ext:	724-2948

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 866-433-9019. ****

All product and pricing information is based on latest information available. Subject to change without

notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.

Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

FRANKLIN COUNTY RESOLUTION NO. 2005 484**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: AUTHORIZATION FOR THE COUNTY AGENT TO PURCHASE A DIGITAL CAMERA****and****CREATION OF LINE ITEM 594.00.64.0201 (EXTENSION DIGITAL CAMERA) IN THE 2005 CURRENT EXPENSE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710****and****INTER BUDGET TRANSFER IN THE AMOUNT OF \$543 FROM THE 2005 CURRENT EXPENSE COUNTY AGENT BUDGET, NUMBER 001-000-020, LINE ITEM 571.21.31.0000 (OFFICE & OPERATING SUPPLIES) TO THE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.0201 (EXTENSION DIGITAL CAMERA) TO PAY FOR SAID PURCHASE**

WHEREAS, the County Agent/Director requested approval to purchase an Olympus SP500 digital camera from Circuit City in the amount of \$542.54; and

WHEREAS, the County Agent budget has funds available and would need to be transferred to the Capital Outlay budget to pay for said camera; 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;

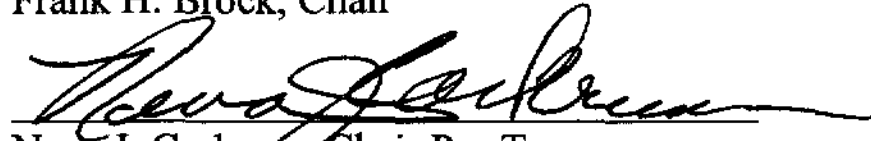
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the County Agent to purchase a digital camera; authorizes the creation of line item 594.00.64.0201 (Extension Digital Camera) in the 2005 Current Expense Capital Outlay Budget, Number 001-000-710; and authorizes an inter budget transfer in the amount of \$543 from the 2005 Current Expense County Agent Budget, Number 001-000-020, line item 571.21.31.0000 (Office & Operating Supplies) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.0201 (Extension Digital Camera) to pay for said purchase.

APPROVED this 23rd day of November 2005.

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



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
County Agent

cc: Accounting Department
Transfer Notebook

FRANKLIN COUNTYOFFICE OF
COUNTY AUDITOR

Phone (509) 545-3536

1016 N 4th
Pasco, Washington 99301Zona G. Lenhart
COUNTY AUDITORRECEIVED
FRANKLIN COUNTY COMMISSIONERS

NOV 17 2005

INNER BUDGET TRANSFERThe County Agent Budget has insufficient fundsAllocated to the line item(s) shown below. The County Director, Kay Hendrickson,
(Dept. Head)requests transfer(s) totalling \$ 542.54

1) From Line Item: <u>020-571.21.31</u>	To Line Item: <u>594.00.64.0201</u>	Amount: \$ <u>542.54</u>
2) From Line Item: _____	To Line Item: _____	Amount: \$ _____
3) From Line Item: _____	To Line Item: _____	Amount: \$ _____
4) From Line Item: _____	To Line Item: _____	Amount: \$ _____
5) From Line Item: _____	To Line Item: _____	Amount: \$ _____
6) From Line Item: _____	To Line Item: _____	Amount: \$ _____
7) From Line Item: _____	To Line Item: _____	Amount: \$ _____
8) From Line Item: _____	To Line Item: _____	Amount: \$ _____
9) From Line Item: _____	To Line Item: _____	Amount: \$ _____
10) From Line Item: _____	To Line Item: _____	Amount: \$ _____
11) From Line Item: _____	To Line Item: _____	Amount: \$ _____
12) From Line Item: _____	To Line Item: _____	Amount: \$ _____
13) From Line Item: _____	To Line Item: _____	Amount: \$ _____
14) From Line Item: _____	To Line Item: _____	Amount: \$ _____
15) From Line Item: _____	To Line Item: _____	Amount: \$ _____

Sauri Shorkey
Elected Official or Dept. Head SignatureDATE: 11/17/05

Vendor:

Circuit City
1430 Tapteal Drive
Richland, WA 99352

Purchase of digital camera and attachments to include:

Olympus SP500 Digital Camera	\$379.99	
Scan Disk High Speed XD512 Card (SDK SDX DM 512 A10)	\$69.99	
Maxell Rechargeable Battery Pack (MAXDIGCAMAACHGR)	\$34.99	
TAMREC Camera Bag (TMC4394BLK)	\$15.99	
Subtotal	\$ 500.96	\$500.96
Tax 8.3%		41.58
Total		\$ 542.54

A total of \$542.54 will be transferred from 020-571.21.31 to 594.00.64.0201 to cover the purchase of the above items.

FRANKLIN COUNTY RESOLUTION NO. 2005 485

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: EQUIPMENT LEASE AGREEMENT BETWEEN ABADAN AND FRANKLIN
COUNTY FOR THE CLERK'S OFFICE TO LEASE A KONICA MINOLTA
Di5510 COPIER**

WHEREAS, the County Clerk requested approval to lease a copier from Abadan; and

WHEREAS, Abadan submitted an Equipment Lease Agreement for a Konica Minolta Di5510, which requires approval and signature from the Chairman of the Board; and

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

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

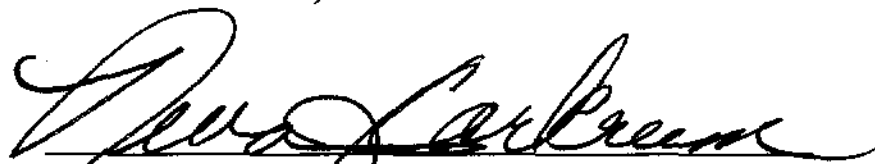
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign the attached Equipment Lease Agreement between Abadan and Franklin County for the Clerk's Office to lease a Konica Minolta Di5510 copier for a monthly fee of \$332.15 for 60 months, to be paid from the Current Expense County Clerk Budget, Number 001-000-160, line item 512.30.45.0000 (Rental & Leases).

APPROVED this 23rd day of November 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
Abadan

cc: Accounting
County Clerk



GE Capital

2005 485

Equipment Lease Agreement
SLG Commercial Pricing (Up to 50K)

Agreement # 7417497-001

EQUIPMENT

Equipment Model & Description

Serial Number

Accessories

Konica Minolta D5570

31006359

FM121, LCC & A7200c
Scan kit

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address)

SUPPLIER

ABADAN

Name

79 Aaron Dr.

Address

Richland WA 99352

City

State

Zip

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 3, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")

General Electric Capital Corporation
1961 First Drive, Moberly, MO 65270

By: Andrea Rice

Name:

Title:

Date:

CA

12-2-05

PURCHASE OPTION AT END OF TERM

☒ Fair Market Value

TRANSACTION TERMS

Lease Payment

\$ 332¹⁵
(plus applicable taxes)

Term 60 months

Billing Period (monthly if not checked)

☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT

\$ 0

ADVANCE PAYMENT **\$

0
(plus applicable taxes)**Applied to: ☐ first ☐ last

DOCUMENT FEE

\$49.50

LESSEE ("You")

Franklin, County of
Full Legal Name
Clerks 106 N 4th Ave Rm 306
Pasco WA 99301
Billing Address

City Mike Killian State WA Phone 509-546-3345 E-mail Address mkillian@co.franklin.wa.us

By: X

Frank H Brock

Name:

Frank H. Brock, Chairman

Title:

Franklin County Board of Commissioners

Date:

11/23/05 Fed Tax ID 916001315

Date of Signature

For Supplier Use Only

Visit us at www.gecapital-otfs.com

Documentation Checklist:

- ☐ Invoice
- ☐ Purchase Order
- ☐ Tax Exemption Certificate
- ☐ Certificate of Insurance
- ☐ Other

This counterpart number 2 of 3 shall
not constitute chattel paper for purposes
of the Uniform Commercial Code.

Approved As To Form:

TUP

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.

3. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 3 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

4. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. **NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES,** you acknowledge that as the Owner of the Equipment, WE may be required to pay personal property taxes, and you agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment which we are required to pay, or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. **LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) **USE THE EQUIPMENT IN THE MANNER FOR WHICH IT WAS INTENDED;** (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term,

assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. You have a choice in how you satisfy these insurance requirements. First, you may obtain coverage on your own and provide us with evidence of insurance coverage. If you elect this option, the policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Second, you may elect to have us directly obtain coverage protecting our interests. **UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS LEASE, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST IN THE EQUIPMENT. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE EQUIPMENT. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY THIS LEASE. IF WE PURCHASE INSURANCE FOR THE EQUIPMENT, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.** The insurance coverage we obtain may be through an insurance carrier which may be affiliated with us or our assignee. There will be no deductible and the coverage will include protection for earthquakes, floods and employee theft. We will pay the premium, but you must reimburse us. Each Billing Period, you must pay us with your Lease Payment the pro-rated portion of the insurance premium. At the end of the Term you must pay us any remaining portion of the premium.

10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges due and payable for the current fiscal period, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Lease shall continue on a month-to-month basis and you shall pay us the same Lease Payments and Lease Charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments under this Lease constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to be your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege.

Patricia Shults

From: Mike Killian
Sent: Wednesday, November 16, 2005 1:21 PM
To: Patricia Shults
Subject: COPIER LEASE

Pat,

If the board has time I would like to add a new copier lease from ABADAN to the agenda either Monday or Wednesday. Kevin has been consulted re: this.

Mike

Michael J. Killian
Franklin County Clerk
And Clerk of Superior Court
1016 N. 4th Avenue Suite 306
Pasco, WA 99301-3706
509 545-3525
509 545-2243
www.co.franklin.wa.us/clerk

EXHIBIT 7
Franklin County Auditor

November 23, 2005

1016 North 4th Avenue
Pasco, WA 99301

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

P.O. Box 1451
Pasco, WA 99301

November 23, 2005

Franklin County Commissioners:

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

Action: As of this date, November 23, 2005,
Move that the following warrants be approved for payment:



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	47689-47826	\$3,980.60
Courthouse Renovation Fund	361	\$389,686.20
Grand Old 4 th	82	\$1,221.05
FC Public Facilities Const Fund	729	\$1,318.14
Liability Reserve Fund	17	\$106.68
Election Equipment Revolving	290-291	\$15,001.46
Courthouse Facilitator	54	\$900.00
Jail Commissary	2123-2126	\$2,654.46
Boating Safety	373	\$44.00
Law Library	959-960	\$3,263.53
FC Enhanced 911	1085-1091	\$210,804.19
Franklin County RV Facility	199-202	\$3,232.69
TRAC	8957-9001	\$46,801.02
Current Expense	47827-47847	\$15,665.25
Current Expense	47848-47865	\$5,086.16
Crime Victims	326-328	\$2,328.93
Current Expense	47866-47896	\$25,671.10
TRAC	9002	\$10,551.30
Current Expense	47897-47904	\$1,259.85
Liability Reserve Fund	18	\$376.26
Treasurer O & M	173	\$119.00
Current Expense	47905-47999	\$89,966.86
Current Expense	48000-48018	\$20,984.87
Current Expense	48019-48041	\$136,299.93

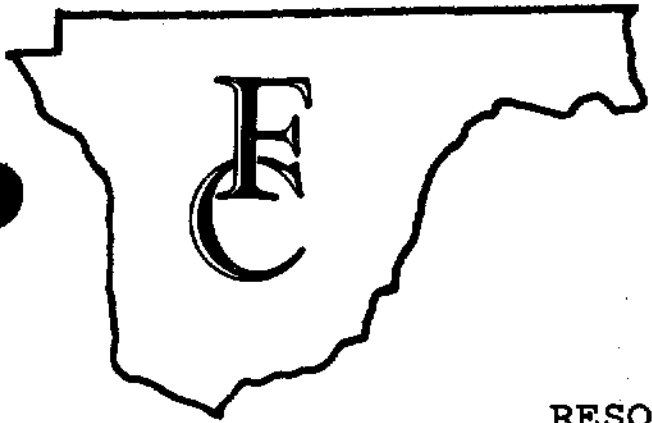
In the amount of 1,017,323.53. The motion was seconded by



And passed by a vote of 3 to 0
Accounting Elections
545-3505 545-3538

Recording
545-3536

Licensing
545-3533



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th

Pasco, Washington 99301

RESOLUTION NUMBER 2005 486 (509) 545-3535

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

RE: Final Approval for SP 2005-09

WHEREAS, this Board did hold a public hearing on July 6, 2005 to consider the short plat of Nacha Fleming; and

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


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


WHEREAS, the public use and interest will be served by approving the short plat of Nacha Fleming for recording,

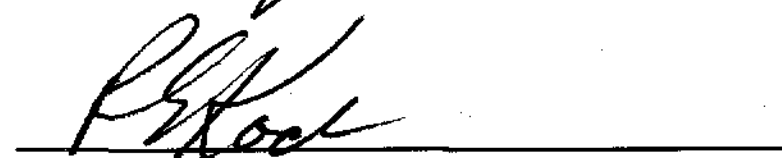
NOW, THEREFORE, BE IT RESOLVED that the short plat of Nacha Fleming be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 23rd DAY OF NOVEMBER 2005.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chair Pro Tem


Member

Attest:


Clerk of the Board

JOINT RESOLUTION**05 738****BENTON COUNTY RESOLUTION NO. _____****FRANKLIN COUNTY RESOLUTION NO. 2005 487**

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

**IN THE MATTER OF SETTING JUVENILE FEES FOR SERVICE (PARENT PAY) FOR
BENTON AND FRANKLIN COUNTIES – RESCINDING BENTON COUNTY
RESOLUTION 03-480 AND FRANKLIN COUNTY RESOLUTION 2003-450 AND
ADOPTING A NEW FEE SCHEDULE**

WHEREAS, RCW 13.16.085 and RCW 13.40.2.20, authorizes the court to order parents and/or guardians of juveniles who are placed in detention to pay for the costs of detention, and

WHEREAS, the actual cost of detention of a juvenile in Benton-Franklin Counties Juvenile Justice Center is in excess of \$100.00 per day, and

WHEREAS, the State of Washington, pursuant to RCW 13.40.085, has determined that parents/legal guardians are responsible, and will be billed based on the parent's and/or legal guardian's ability to pay, at the discretion of the Juvenile Court Administrator, for the administration and operation of diversion services, and

WHEREAS, the Bi-County Resolution 03-480 (Benton) and 2003-450 (Franklin) addressing the fees to parents for detention costs and diversion needs to be updated, and

WHEREAS, the Boards agreed per Bi-County Resolution 96-766 (Benton) and 97-003 (Franklin) that the revenues generated by these fees shall be placed into Department 173, Revenue Code 342-70-0002 – Parent Pay Program, (formerly Department 196) **NOW, THEREFORE,**

BE IT HEREBY RESOLVED, by the Boards of Benton and Franklin County Commissioners, that Benton County Resolution 03-480 and Franklin County Resolution 2003-450 are hereby rescinded and,

BE IT FURTHER RESOLVED that as of December 1, 2005 fees from parents and/or guardians will be imposed as follows:

Detention fees will be assessed to and collected from parents and/or guardians up to \$150.00 per day based on the Court's determination of the parent's and/or guardian's ability to pay and in accordance with RCW 13.16.085, RCW 13.40.220, and RCW

2005 487
05 738

36.18.190. Parents who are the victims of the offense will not be assessed detention costs for detention time ordered at Disposition.

Diversion fees of \$40.00 per signed Diversion Agreement will be assessed in accordance with RCW 13.40.085 for youth referred to a community accountability board or diversion counselor and diversion fees of \$50.00 will be assessed in accordance with RCW 13.40.085 for an educational clinic provided by the Juvenile Court for youth who participate in such an education clinic in fulfillment of a Diversion Counsel and Release Agreement or a Diversion Agreement.

DATED this 28th day of November 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Charles R. Olson

Chairman of the Board

Mr. E. Benitez

Member

Don M. Bremer

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Camie McKenzie

Clerk of the Board

DATED this 23rd day of November 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank A. Burk

Chairman of the Board

Theresa Burkum

Member

F. Hock

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Withers

Clerk of the Board

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 11-28-05 F/C 11-23-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Parent Pay Fee Schedule	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 Board of Benton County Commissioners and the Board of Franklin County Commissioners have established parent/guardian fees for detention services and diversion services. The current fee schedule needs to be updated to reflect actual costs for detention and costs associated with change in services for diversion. The fee schedule has not been updated since 2003.

SUMMARY

Effective December 1, 2005, parent pay fees for detention costs will change to a daily fee of a maximum of \$150.00 per day. Based on statute the parent/guardian ability to pay will be evaluated by the court in ordering detention. Diversion fees for Diversion Agreements will change to \$40.00 and a Diversion fee of \$50.00 will now be imposed for educational clinics.

RECOMMENDATION

We recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the resolution setting parent pay fees of up to \$150.00 per day for detention services, setting diversion fees of \$40.00 per signed Diversion Agreement for youth referred to a community accountability board or diversion counselor and setting diversion fees of \$50.00 for an educational clinic provided by the Juvenile Court for youth who participate in such an education clinic in fulfillment of a Diversion Counsel and Release Agreement or a Diversion Agreement to be effective December 1, 2005.

FISCAL IMPACT

The increase in fees is anticipated to increase revenue. We will be better able to evaluate the increase after the first six months experience with the changed fee schedule.

MOTION

I move Board of Benton County Commissioners and the Board of Franklin County Commissioners approve and sign the resolution setting parent pay fees of up to \$150.00 per day for detention services, setting Diversion fees of \$40.00 per signed Diversion Agreement for youth referred to a community accountability board or diversion counselor and setting diversion fees of \$50.00 for an educational clinic for youth who participate in such an education clinic in fulfillment of a Diversion Counsel and Release Agreement or a Diversion Agreement to be effective December 1, 2005.



Washington
Secretary of State

HAVA Grant Application

Please complete this form to apply for grants under the Help America Vote Act of 2002 (HAVA). Grant proposals will be submitted to the HAVA Grant Advisory Board for recommendations to the Secretary of State. A notice of the Board's decision will be mailed to the county. *Please submit all back-up documentation with the proposal.*

Date: **11/22/05**

County Name: **Franklin**

HAVA Contract Number: _____

Title I, Section 101 Grants

Payments to states for activities to improve administration of elections

Section 101 Requires States to use the payment to carry out one or more of the activities listed below:

- complying with the requirements of Title III of the Act;
- improving the administration of elections for Federal office;
- educating voters concerning voting procedures, voting rights, and voting technology;
- training election officials, poll workers, and election volunteers;
- developing the State plan for requirements payments to be submitted under Part 1 of Subtitle D of Title II (Sections 251-257) of the Act;
- improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for the casting and counting of votes;
- improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language and
- establishing a toll-free telephone hotline that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specified polling place locations, and other relevant information.

Title I, Section 102 Grants

Replacement of punch card or lever voting machines

Section 102 requires States to use the funding (either directly or as a reimbursement for costs incurred on or after January 1, 2001) to replace punch card voting systems or lever voting systems in precincts within that State that used such systems in the November 2000 election (qualifying precincts).

Title III Grants

Uniform and nondiscriminatory election technology and administration requirements

Section 251 requires States to use these funds only to meet the requirements of Title III, except that the State may use these payments to carry out other activities to improve the administration of elections for Federal office. The state may also use the requirements payments for the following:

- as a reimbursement for costs incurred in obtaining voting equipment which meets the requirements of section 301 (voting systems standards) if the equipment is obtained after the regularly scheduled election for Federal office held in November 2000 and
- for any costs for voting equipment which meets the requirements of section 301 that were incurred pursuant to a multi-year contract on or after January 1, 2001.

1. **** 50 points possible **** Is the grant proposal mandated by law? If not, please proceed to question number 2. If yes, please describe the grant proposal and cite the corresponding Law.

Grant Proposal:

We are requesting a 2 year grant to fund our bilingual election program coordinator. This person serves as a liaison with the Hispanic community and community at large. The program coordinator will build a program to meet the requirements placed on Franklin County by the Voting Rights Acts of 1965, Section 203, as monitored by the United States Department of Justice.

2. **** 30 points possible **** Please describe the extent to which the grant proposal will improve the elections process.

The bilingual election program will improve the election process in the following ways:

- ***Serve as a liaison to the Hispanic Community.***
- ***Develop voter education and outreach programs.***
- ***Make presentations regarding voter registration and elections.***
- ***Translate all election ballots, voter pamphlet and all other election related materials into Spanish.***
- ***Coordinate, train and recruit bilingual board workers.***
- ***Compliance with the Voting Rights Act of 1965, Section 203.***
- ***Encourage participation of the Hispanic Community in the election process.***

3. **** 30 points possible **** Please list the associated costs with the grant proposal and describe the steps that were taken to determine the costs. Are there other alternatives? If so, please explain why the county selected this alternative?

Costs:

1st year salary	\$26,616
1st year benefits	<u>10,181</u>
	\$36,797

2 nd year salary	\$27,947
2 nd year benefits	<u>10,500</u>
	\$38,447

Two year overtime salary \$ 6,000

Other costs:

Training	\$ 2,000 (over two years)
Yearly audit costs	1,000 (over two years)
Travel costs @ .405	<u>4,050</u> (over two years)
Total other costs	\$ 7,050

Total funds being requested: \$88,294

4. **** 10 points possible **** Please describe the extent to which the grant proposal is needed by the county.

The bilingual program coordinator position was created in December, 2005 in order to be able to comply with federal law. Grant dollars are being requested to reimburse the County for the first and second year costs for this position.

5. **** 10 points possible **** Please describe the urgency of the grant proposal. Could the proposal be postponed without negatively impacting the elections process?

The bilingual election program coordinator position was created in December, 2005 and waiting to be staffed upon approval of this grant. Franklin County is in a budget crunch and reimbursement to the County will be beneficial to the County.

I certify to the best of my ability that the above is true and accurate.

Print Name: **Zona G. Lenhart**

Signature: *Zona G. Lenhart*

Phone Number: **(509) 545-3538**

12/22/05

**THE COUNTY OF FRANKLIN
is now accepting applications
for the position of**

**BILINGUAL PROGRAM COORDINATOR (Elections)
Spanish/English Translator/Interpreter Certifications Required with Application**

Salary Range: Grade 35, Step 1

Opening: There is one opening with the Franklin County Auditor's Office, Election Division

Essential Job Functions:

Develops and implements a bi-lingual and bi-cultural voter outreach program to be implemented by Franklin County to meet requirements of the Voting Rights Act, Section 203c. Develops and maintains an on-going relationship with the leadership of the Hispanic Community and Hispanic Advisory Committee; develops an understanding of the dynamics of the Hispanic community and assess their evolving service needs.

Establishes and conducts community meetings regarding efforts to educate the Hispanic community on voter registration and voting processes.

Researches, gathers and analyzes demographics pertaining to voter registration and elections in Franklin County involving the Hispanic Community.

Establishes a pool of bi-lingual poll workers for each polling location, drop off locations and vote-by-mail boards in Franklin County.

Translates voter registration and election information as needed (to include ballots, legal ads, and voters' pamphlet or online guide information for each election conducted by the Franklin County Auditor's Office).

Researches and assists in grant acquisitions to fund development and maintenance of the outreach program.

Other Job Functions: Performs other job related duties as required.

Working/Conditions Physical Requirements:

Travels to different communities throughout Franklin County on a regular basis. May be exposed to potentially hostile individuals. Requires fingering, grasping, feeling, talking, hearing, seeing and repetitive motions. Rated as Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Equipment Operated: Computer, printer, fax machine, copier, and calculator.

Minimum Qualifications:

Knowledge of: Spanish translation from and to English/Spanish. Terminology, laws, rules and regulations regarding voter registration and elections; Technical program development methods and techniques. Customer service techniques and team building concepts.

Skill in: Using a personal computer and related software applications, and operating basic office equipment; Giving presentations and training adults, public speaking, and/or facilitating meetings in English and Spanish; Complying with laws, codes, ordinances, and regulations regarding election laws; Researching, gathering and analyzing statistics regarding Hispanic Community; Establishing and maintaining effective interpersonal relationships with County and other officials, at all organizational levels and with the public; Communications, oral and written, sufficient to exchange or convey information regarding voter registration and voting procedures in English and Spanish; and to receive work direction.

Experience and Training:

Bachelor's Degree in a related field plus two years of progressively responsible program experience;

OR

an equivalent combination of education and experience which provides knowledge, skills and abilities sufficient to successfully perform the essential duties of the job.

Required: Washington State Drivers' License

Required: Spanish language certified Spanish/English translator and interpreter certification.

"Certified interpreter for spoken languages" means a person who has passed any of the following fluency examinations:

- (1) DSHS social services interpreter or medical interpreter certification examination;
- (2) State of Washington office of the administrator for the courts interpreter certification;
- (3) Federal courts interpreter certification examination.

"Certified translator for spoken languages" means a person who has passed any of the following fluency examinations:

- (1) DSHS translator certification examination;
- (2) American Translators Association (ATA) accreditation examination.

Special Note: Office experience preferred, but not required. Experience using Microsoft Office Word, Excel and PowerPoint preferred, but not required. Experience developing and implementing procedures and policies preferred, but not required. Public speaking experience preferred, but not required. Experience conducting training programs for groups of people preferred, but not required.

Selection Procedure:

First consideration will be given to employees of the Franklin County Auditor's Office. Second consideration will be given to other County employees. Third consideration will be given to the general public.

Applicants will be evaluated on the basis of past experience and training. Those applicants rating the highest from this evaluation will be scheduled for a personal interview.

In compliance with the Immigration Reform and Control Act of 1986, Franklin County will hire only United States citizens and aliens lawfully authorized to work in the United States.

"AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER"

Accommodation to participate in the job application and/or selection process for employment will be made upon request. Please contact Human Resources for further information.

2006 BUDGET PERSONNEL REVISION REQUEST

DEPARTMENT: Auditor

NEW POSITION: X RECLASSIFICATION: _____ SALARY RANGE: _____ 35

POSITION TITLE: Bilingual Program Coordinator ANTICIPATED STEP: _____ 1
(Elections)

IF POSITION NOT CURRENTLY ON SALARY SCHEDULE:

- ☒ Already approved by Commissioners
(back-up required)
- ☐ Will be discussed at Budget Hearing

JUSTIFICATION:

Franklin County is required to develop and implement a bilingual and bicultural voter outreach program in order to comply with the federal Voting Rights Act, Section 203c. It has been strongly suggested by the Department of Justice that this position is required to assist Franklin County in meeting this goal. It is the Auditor's intention to combine these duties with the 6-month seasonal election work in order to consolidate tasks, and maximize resources. By hiring a certified interpreter/translator for spoken languages, we eliminate the individual line items for extra help and translation services and apply them to this position instead. Rather than simply receiving a translated document from the translator, the Coordinator will be responsible for disseminating the Spanish language materials and information in an effective and equal manner. This includes community outreach, media, notices, letters, and instructions. Of immediate concern is the need to educate the public regarding our new voting system in January of 2006. The Coordinator will also be trained in all of the season election cycle duties to assist as needed. This position will be fully reimbursed by the Federal HAVA (Help America Vote Act) funds for two (2) years; after which time costs for this position will be split 50/50 by the Elections Equipment Revolving Fund and Current Expense. Costs are allocated and reimbursed by election costs incurred by taxing districts holding elections, and the voter maintenance expense charged to cities.

SALARY/WAGES:	BENEFIT COST ESTIMATE: (10% of Salary + \$7200)	GRAND TOTAL COST ESTIMATE: (Include costs from page 2)
\$26,616	\$10,181	= \$36,797

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$63,056.88 ON THIS 21ST DAY OF NOVEMBER 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00

PAID

NOV 22 2005

FRANKLIN COUNTY
AUDITOR

 Board Member


 Board Member


 Board Member

Voucher #	Claimant	Purpose	Amount
	ADVANCE TRAVEL FUND	reimburse travel fund	538.95
	ADVANCE OFFICE SYSTEMS	lease payment AFICIO AF-1045	687.71
	BC LIGHTING	replaced light bulbs	145.26
	BRUTZMAN'S	card file/calendar/CD-RW/pens	46.78
	CAREERTRACK	supervisor program	129.00
	CASCADE NATURAL GAS	monthly service	31.43
	CITY OF PASCO	monthly service	1.38
	COMPU-TECH, INC.	operator assistance	30.00
	DEPT. OF INFO. SERVICES	technology brokering services	3394.00
	FASTENERS, INC.	flat cut washers/lag bolts/gloves	63.98
	FRANKLIN CO PRINTSHOP	printing services	29.81
	FRANKLIN CO PUD	monthly service	722.34
	FRANKLIN CO GRAPHIC	advertisement for construction/invitation to bid	212.50
	FRANKLIN CO INFO SERVICES	scan charges/work orders for Oct 05	118.59
	FRANCOTYP-POSTALIA	rental agreement	107.22
	GEOLINE POSITIONING SYSTEMS	warranties	2480.64
	FRANKLIN CO GIS	FRIS manager wages/software maintenance	7764.06
	HILTON	lodging	407.32
	WHITMAN CO PUBLIC WORKS	paint striper	5000.00
	RANCH & HOME	b/s reflec mylar	85.91
	RHODES ASPHALT	work completed on TOPEZ - road approach	920.55
	ROAD PRODUCTS, INC.	pavement striping - 2005	23779.36
	CITY OF CONNELL	annual lease cost for Connell Shop (2005)	15600.00
	CITY OF CONNELL	monthly service	108.94
	TRANSTATE PAVING CO.	cold asphalt concrete	379.41
	U.S. LINEN	service	236.09
	UTILITIES UNDERGROUND LOCATE	notifications	35.65

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$115,809.05 ON THIS 21st DAY OF NOVEMBER, 2005.

MV&PW EQUIPMENT FUND PAID

500 000 001

548.60

NOV 22 2005

FRANKLIN COUNTY
AUDITOR

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

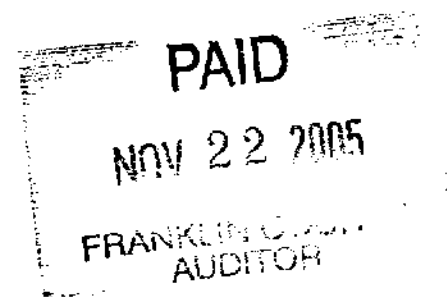
Voucher #	Claimant	Purpose	Amount
	Action Towing & Auto Repair, Inc.	Tow HT-9110 (R-170/Ranger)	209.00
	Astley's Automotive Warehouse	Bulbs	7.45
	Basin City Auto Parts	O-rings	2.12
	Ben's Basin City Tire	Wheel switch	8.62
	Cascade Natural Gas	Monthly Gas Service ((09/30/05-10/31/05)	126.32
	Casaday Bee-Line Towing	Front-end alignment	38.86
	Central Hose & Fittings, Inc.	Hydraulic hose, swivel, tubing	68.99
	Chevron USA, Inc.	Unleaded	72.00
	Chevron Products Company	Oil/Grease	285.13
	City of Pasco	Monthly service (10/10/05-11/01/05)	18.49
	Clyde West	Handles	63.81
	Columbia Basin Paper	Garbage liners, liquid soap	42.56
	Connell Grange	Acetylene, tire repair	68.02
	Connell Oil, Inc.	Unleaded & Diesel	15,134.88
	Critzer Equipment	Edges	9,871.55
	Day Wireless Systems	VHF Mobile Unit, warranty, accy. Kit, antenna	627.70
	Franklin County PUD	Monthly Service (09/28/05-10/27/05)	509.69
	Franklin County Graphic	Ad: Call for Bids/Pup Trailer	93.50
	Franklin County Info. Services	SCAN Charges: 08/05, 09/05, 10/05	8.00
	G&R Ag Products, Inc.	Ball valve assy., valve, fittings	414.09
	Grafix Shoppe	Emblems	203.07
	IBS Incorporated	Tool Cool, cutting fluid, cutter, drill press, chuck	1,701.03
	Industrial Support Co.	Hydraulic cylinder for plow kit	248.82
	Instrument Sales & Service, Inc.	3 ea. - Standard Roadwatch (road thermometers)	1,540.64
	Les Schwab Tire Center	Siping (used tires)	84.47
	Mountain Oil, Inc.	Unleaded for Sheriff's Vehicles	42.62
	Express Freight Service	Shipments from Transports Equip. - Spokane	19.62
	Partsmaster	KUL Thermal Liquid Gel	80.40
	NAPA Auto Parts	Misc. parts	2,189.80
	Nolan's Auto Body	Repairs to CS-2430	2,351.67
	Northend Truck Equipment	Tenco 2-way dump body & misc. accessories	67,778.87
	Pacific Steel	Misc. metal	765.07
	Pasco Machine Co., Inc.	Credit, fabrication of latches, freight	1,020.34
	Rowand Machinery Co.	Bearings, wiper blades	247.77
	Russ Dean Ford	Handle assy., brake kit, starter motor, o-rings	589.90
	Safelite Glass Corp.	Windshield	249.69
	TIFCO Industries	Electrical terminals	100.86
	Transport Equipment, Inc.	Winter Covers	144.98

Motor Vehicle Equipment Fund

11/21/05

Page 2


Trimble Financial Services	Payment 32: Survey Equip. #WE-203	863.39
Tri-Cities Battery & Auto Repair	Batteries	349.43
Tri-City Herald	Ad: Call for bids/Pup Trailer	155.09
Western States Equipment Co.	Caps, cones, cups, seals, alternator, bearings	841.29
Western Peterbilt, Inc.	Pump, o-ring seal, regulator, gasket, control assy.	555.26
Wingfoot Commercial Tire, Inc.	Tires, mount, valve stems	507.95
Wondrack Distributing	Diesel guard anti-gel, leaded/unleaded	5506.24




VOUCHER APPROVAL


WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$20,000.00 ON THIS 21ST DAY OF NOVEMBER 2005.

2005 YEAR VOUCHERS


Board Member

MV&PW EQUIPMENT FUND
500 000 001
548.60


Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	Transport Equipment, Inc.	Refund of credit taken on two Mack trucks not delivered to vendor.	20,000.00

2005 488
FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: CONTRACT BETWEEN FRANKLIN COUNTY PUBLIC WORKS AND SIERRA ELECTRIC, CRP 574/GLADE NORTH AND SELPH LANDING INTERSECTION,


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

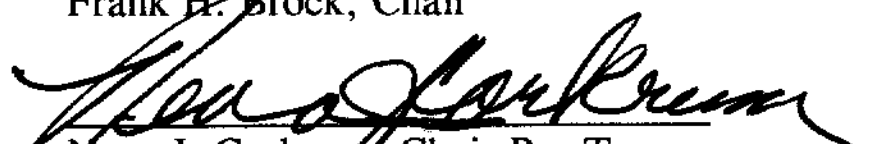
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached contract as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached contract between Franklin County Public Works and Sierra Electric is hereby approved by the Board.

APPROVED this 23 day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

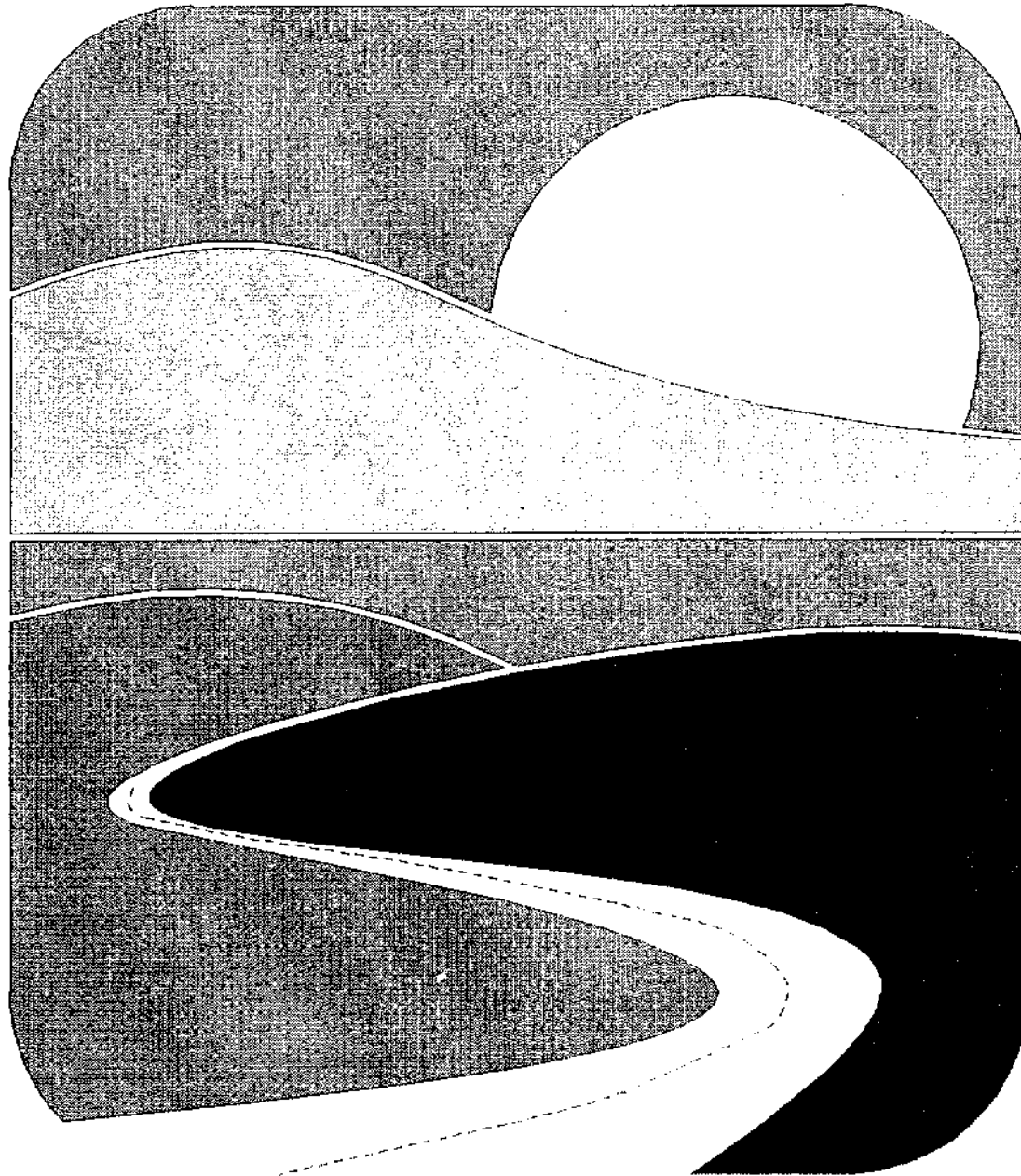
Attest:


Clerk of the Board

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 STEARMAN AVE. • PASCO, WA 99301-7104

ORIGINAL

**CRP 574 / GLADE NORTH AND
SELPH LANDING INTERSECTION
STPH-F114(002)**



CONTRACT PROVISIONS & PLANS

NOTICE TO ALL PLAN HOLDERS

This project will be shown to prospective bidders upon request. Contact the Franklin County Public Works Department at Tel.: (509) 545-3514, FAX: (509) 545-2133, to make arrangements.
*****Provisions & Plan Fee \$15.00*****

CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ day of _____, 20____, between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, under and by virtue of Title 47 RCW as amended, and Sierra Electric, Inc., hereinafter called the Contractor.

WITNESSETH, this in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:


- I. The Contractor shall do all work and furnish all tools, materials, and equipment for CRP 574 / Glade North and Selph Landing Intersection, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents, except those items mentioned therein to be furnished by the County of Franklin.

- II. The County of Franklin hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same in accord with the attached plans, specifications, and terms and conditions herein contained; and, hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time, in the manner, and upon the conditions provided for in this contract.
- III. The Contractor himself, and for his heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

Executed by the Contractor:

Date Sierra Vertin



Contractor

Date _____


Surety

Frank H. Brock

Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Mary Withers
Clerk of the Board

(Complete document filed with Auditor.)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Donna S. Martinez, Howard Underwood Jr., Kenneth J. Frick, of Yakima, Washington, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

November 23, 2005

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 6th day of October, 2003.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By

George W. Thompson
Senior Vice President

On this 6th day of October, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 21 day of November, 20 05



By

Kori M. Johanson
Assistant Secretary, Bond

WITNESS our hand this 21 day of November, 2005

Sierra Electric, Inc.

[Signature]

PRINCIPAL

Travelers Casualty and Surety Company of America

[Signature]

Donna S. Martinez

ATTORNEY IN FACT, SURETY
Terril, Lewis & Wilke Insurance, Inc.
P O Box 1789
Yakima, WA 98907

NAME AND ADDRESS LOCAL OFFICE OF AGENT

APPROVED:

FRANKLIN COUNTY

BY:

[Signature]
Chair, Board of Commissioners

DATE: November 23, 2005

SURETY BOND NUMBER

104641736

CONTRACT NUMBER

CRIP 574 / Glade North and
Selph Landing Intersection

Proposal

FRANKLIN COUNTY RESOLUTION NO. 2005 489

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: CRP 574/GLADE NORTH AND SELPH LANDING INTERSECTION, LOCAL AGENCY AGREEMENT SUPPLEMENT BETWEEN WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND FRANKLIN COUNTY PUBLIC WORKS

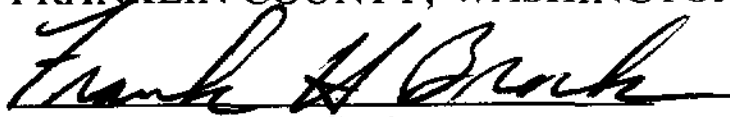
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

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

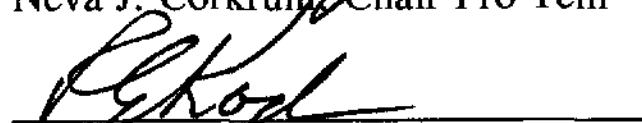
NOW, THEREFORE, BE IT RESOLVED that the attached Local Agency Agreement Supplement between Washington State Department of Transportation and Franklin County Public Works is hereby approved by the Board.

APPROVED this 23 day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brook, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board

Local Agency Agreement Supplement

Agency Franklin County Public Works		Supplement Number 4
Federal Aid Project Number STPH-F114(002)	Agreement Number LA 5440	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on December 19, 2002.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name CRP 574 / Glade North and Selph Landing Intersection Length 0.20 miles
Termini Milepost 3.85 to Milepost 4.05

Description of Work ☒ No Change

Reason for Supplement

To move money from right of way to preliminary engineering to pay for unpaid costs.

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	19,000.00	11,000.00	30,000.00	3,000.00	27,000.00
	b. Other					
	c. Other					
	d. State	1,500.00		1,500.00	150.00	1,350.00
	e. Total PE Cost Estimate (a+b+c+d)	20,500.00	11,000.00	31,500.00	3,150.00	28,350.00
Right of Way 90 % Federal Aid Participation Ratio for RW	f. Agency	105,250.00	-11,000.00	94,250.00	9,425.00	84,825.00
	g. Other					
	h. Other					
	i. State	9,250.00		9,250.00	925.00	8,325.00
	j. Total RW Cost Estimate (f+g+h+i)	114,500.00	-11,000.00	103,500.00	10,350.00	93,150.00
Construction 90 % Federal Aid Participation Ratio for CN	k. Contract	60,000.00		60,000.00	6,000.00	54,000.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency	31,000.00		31,000.00	3,100.00	27,900.00
	p. State	1,500.00		1,500.00	150.00	1,350.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	92,500.00		92,500.00	9,250.00	83,250.00
r. Total Project Cost Estimate (e+j+q)		227,500.00		227,500.00	22,750.00	204,750.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By Frank A. Brook
Title County Com. Chair
11-23-05

Washington State Department of Transportation

By [Signature]
Assistant Secretary for Highways and Local Programs
Date Executed DEC 15 2005

Certification of Sponsor Match

Project Name: 05-1217 Erwen Trust Boating Improvements


We acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize. The source(s) of our local match will be:

City of Pasco	\$75,000
County Appropriations	\$65,000
Probation Work Crew	\$10,000
TOTAL:	\$150,000

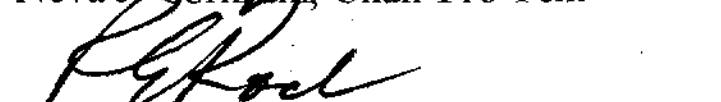
As the authorized financial representative for the above-identified organization, we hereby certify that the above-referenced sponsor matching resources are ready and available for the above project.

Dated this 23 day of November, 2005.

Board of County Commissioners
Franklin County, Washington


Frank H. Brock, Chair


Neva J. Gorkman, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board


FRANKLIN COUNTY
NOTICE OF HEARING
ON AN APPLICATION FOR FRANCHISE
TO THE CITY OF PASCO
FOR SANITARY SEWER, DOMESTIC WATER AND IRRIGATION WATER PIPELINES

NOTICE IS HEREBY GIVEN that an application for franchise to The City of Pasco for City utilities, has been filed in the office of the Board of County Commissioners of Franklin County requesting a franchise to construct, operate, and maintain sanitary sewer, domestic water and irrigation water pipelines and laterals along County roads and public highways or parts thereof not within the limits of any incorporated city or town in Franklin County, Washington, for a period of 50 years.


THEREFORE, it is ordered by the Board that the hearing on said franchise will be held by the Board of County Commissioners of Franklin County in the Commissioners office at the Annex Building at 412 W. Clark St., in Pasco, Washington, on the **21st** day of **December, 2005** at the hour of **9:45 a.m.**

DATED in Pasco, Washington this 23 day of November 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS


Frank H. Brock, Chairperson


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST


Clerk of the Board

**FRANKLIN COUNTY
RESOLUTION NO. 2005 490**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: PROGRAM AGREEMENT BETWEEN THE GREATER COLUMBIA BEHAVIORAL
HEALTH AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN
SERVICES, AGREEMENT #BEN/FRP-05/06-00**

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

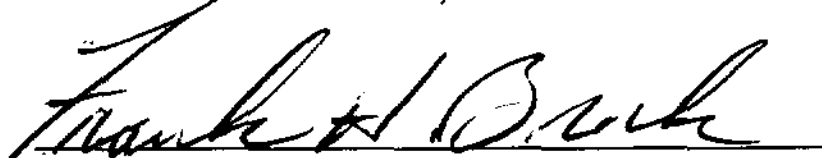
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached agreement between Benton-Franklin Counties Department of Human Services and the Greater Columbia Behavioral Health is hereby approved by the Board.


BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign Agreement #BEN/FRP-05/06-00.

APPROVED this 23 day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Pro Tem Chair


Robert Koch, Member

Attest:


Clerk to the Board

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

MEMBER

RECEIVED

GOVERNMENT/PROVIDER
and
REGIONAL SUPPORT NETWORK
PREPAID HEALTH PLAN
AGREEMENT



**Greater
Columbia
Behavioral
Health**

GCBH Agreement Number

BEN/FRP-05/06-00☒ New Agreement☐ Amendment No. _____

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the member government or provider identified below, hereinafter referred to as the "Contractor."

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Troy Wilson

RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

RSN/PHP CONTACT FAX

(509) 783-4165

RSN/PHP CONTACT E-MAIL

troyw@gcbh.org

CONTRACTOR NAME

Benton and Franklin Counties

CONTRACTOR CONTACT NAME

Dave Hopper

CONTRACTOR CONTACT ADDRESS

Benton and Franklin Counties
Department of Human Services
2624 W Kennewick Ave
Kennewick, WA 99336

CONTRACTOR CONTACT TELEPHONE

(509) 783-5282

CONTRACTOR CONTACT FAX

(509) 783-5981

CONTRACTOR CONTACT E-MAIL

dave@bfdhs.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

Yes

CFDA NUMBERS (Federal Block Grant)

93.958

START DATE

September 1,
2005

END DATE

March 25,
2006 unless
Interlocal
agreement is
extended, then
June 30, 2006

FUNDING

SEE EXHIBIT GG

COPY

COMPLETE THIS SECTION ONLY IF THIS IS AN AMENDMENT ADDING OR SUBTRACTING FUNDING

PRIOR FUNDING

AMOUNT OF INCREASE OR DECREASE

TOTAL FUNDING

ATTACHMENTS: When the box(s) below are marked with a check (✓) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

☒ Exhibits A, D, G, J, N, O, V, V-1, AA, BB, CC, DD, EE, FF, GG

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH

[Signature] 11-28-05
Chair, GCBH Board of Directors Date

Glen [Signature] 11/28/05
GCBH / PHP Coordinator Date

CONTRACTOR

Benton County

Charles L. [Signature] 11-16-05
Chairman, County Commissioner Date

Franklin County

Frank H. [Signature] 11-23-05
Chairman, County Commissioner Date

Attest: Carmel McHenry 11-16-05
Clerk of the Board Date

Attest: Mary Winters 11-23-05
Clerk of the Board Date

Approved as to Content:

[Signature] 11-23-05
Department of Human Services Date

Approved as to Form:

[Signature] 11-15-05
Benton County Prosecuting Attorney Date

Approved as to Form:

[Signature] 11.18.05
Franklin County Prosecuting Attorney Date

FRANKLIN COUNTY
RESOLUTION NO. _____

2005 491

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTERLOCAL AGREEMENT FOR STATE MENTAL HEALTH CONTRACT
BETWEEN THE GREATER COLUMBIA BEHAVIORAL HEALTH AND
BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN
SERVICES, AGREEMENT #BEN/FRS-05/06-00**

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

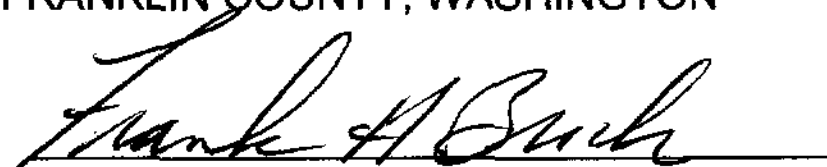
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached amendment as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached agreement between Benton-Franklin Counties' Department of Human Services and The Greater Columbia Behavioral Health is hereby approved by the Board, effective September 1, 2005 through June 30, 2006.


BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign agreement #BEN/FRS-05/06-00.

APPROVED this 23rd day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Pro Tem Chair


Robert Koch, Member

Attest:


Clerk to the Board

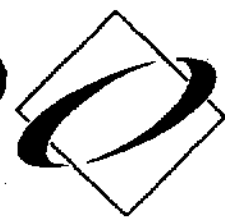
Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

Carey

RECEIVED

NOV 28 2005



**Greater
Columbia
Behavioral
Health**

INTERLOCAL AGREEMENT

COPY

State Mental Health Contract

CBH Agreement Number

BEN/FRS-05/06-00

☒ New Agreement

☐ Amendment No. _____

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the member government or provider identified below, hereinafter referred to as the "Contractor."

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Mary Todd

RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

RSN/PHP CONTACT FAX

(509) 783-4165

RSN/PHP CONTACT E-MAIL

maryt@gcbh.org

CONTRACTOR NAME

Benton and Franklin Counties

CONTRACTOR CONTACT NAME

Dave Hopper

CONTRACTOR CONTACT ADDRESS

Benton and Franklin Counties
Department of Human Services
2624 W Kennewick Ave
Kennewick, WA 99336

CONTRACTOR CONTACT TELEPHONE

(509) 783-5282

CONTRACTOR CONTACT FAX

(509) 783-5981

CONTRACTOR CONTACT E-MAIL

dave@bfdhs.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

Yes

CFDA NUMBERS (Federal Block Grant)

93.958

START DATE	END DATE	FUNDING
September 1, 2005	March 25, 2006, unless Interlocal Agreement is extended, then June 30, 2006	SEE EXHIBIT GG

COPY

COMPLETE THIS SECTION BELOW ONLY IF THIS IS AN AMENDMENT ADDING OR SUBTRACTING FUNDING.

PRIOR FUNDING

AMOUNT OF INCREASE OR DECREASE

TOTAL FUNDING

\$

ATTACHMENTS: When the box(s) below are marked with a check (✓) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:


☒ Exhibits B, C, D, N, O, P, Q, R, V, V-1, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, MM 1-5, NN, OO, PP, PP-1, QQ, RR, SS

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH

 11/17/05
Chair, GCBH Board of Directors Date

 11/17/05
GCBH Director Date

CONTRACTOR

Benton County

 11-28-05
Chairman, County Commissioner Date

Attest:  11-28-05
Clerk of the Board Date

Franklin County

 11-23-05
Chairman, County Commissioner Date

Attest:  11-23-05
Clerk of the Board Date

Approved as to Content:


Department of Human Services

11 23 05
Date

Approved as to Form:

 11-23-05
Benton County Prosecuting Attorney Date

Approved as to Form:

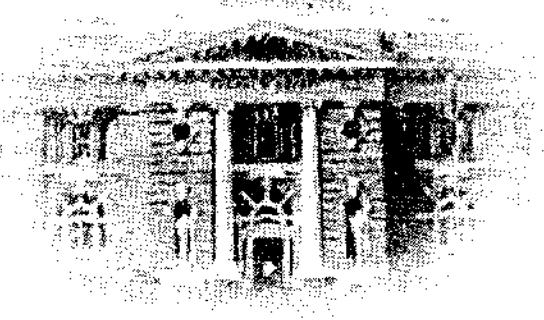
 11.22.2005
Franklin County Prosecuting Attorney Date

November 23, 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

November 23, 2005

Green Energy Today (GET), LLC
Attn: Mr. Jerry L. Straalsund, CEO
1305 Mansfield Suite 6
Richland, WA 99352

RE: Green Energy Today (GET) Easement Request

Dear Mr. Straalsund:

Please accept this letter in response to your October 13th and 18th written offers of \$252.00 annual compensation in exchange for an easement. It has been your request to the County throughout this process that GET be granted an easement on county property with the intent of operating a hydroelectric power generation facility. For the County to even consider such a request it has been necessary for GET's proposed use of the County property be found as an approved use through the permitting process. Since the proposed use was approved per Conditional Use Permit SH 2005-01, it has been necessary to determine how such use may be carried out through an easement. While the County has attempted to accommodate your request for an easement, legal restrictions on this County/public-owned property prevent this use from being carried out through a granting of an easement under these circumstances.

The County does have authority to lease or sell the property in question by open bid. For your consideration, some of the Washington law detailed below sets forth limitations on the County's ability to lease property:

- Maximum lease terms are ten (10) years, unless the property may be suitable for agricultural, commercial, or industrial uses which are allowances that can extend the lease term to thirty-five (35) years per RCW 36.34.180.
- Leases can be renewed subject to open bidding and awarding of the lease to the highest bidder per RCW 36.34.190.

Page Two

Mr. Jerry L. Straalsund, CEO

November 23, 2005


RE: Green Energy Today (GET) Easement Request

If you have an interest in leasing or purchasing the property in question as a potentially successful bidder to carry out the permit approved use, please notify County Administrator Fred Bowen at (509) 545-3535. If the aforementioned negates your interest in the property in question please notify Mr. Bowen whereupon a refund of your Conditional Use Permit fee will be issued.

Your attention, patience, and flexibility on this matter is well recognized and most appreciated by Franklin County. We look forward to hearing from you.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Member


Robert E. Koch, Member

FHB/NJC/REK:df

cc: Fred Bowen, Franklin County Administrator
Steve M. Lowe, Franklin County Prosecuting Attorney
Tim Fife, Director of Public Works/County Engineer
Jerrold McPherson, Director of Planning and Building
Greg Wendt, Assistant Director of Planning and Building



Franklin County
HISTORICAL SOCIETY

November 23, 2005

To: Franklin County Commissioners
From: Jacque Sonderman, Administrator
Franklin County Historical Society and Museum

Re: July 30, 2003 Invoice from ThyssenKrupp Elevator

November 10, 2005 John Gessell dropped off a November 7, 2005 Past Due notice from ThyssenKrupp Elevator that was attached to an original invoice dated July 30, 2003 for repair work on May 8 and May 13, 2003.

In reviewing our minutes, administrator's reports, and our Thyssen Krupp Elevator files we can see where Franklin County did agree to add a rider to the maintenance agreement for their elevator to cover the elevator at the museum. In a conversation in June of 2003 with Mary, the Sales Representative from ThyssenKrupp, my understanding was that she was going to process the Maintenance Agreement with the County and if that occurred before the bills were submitted by the technician there was a possibility the repair work would be covered.

Since the Franklin County Historical Society never heard from Thyssen, we thought the bill was taken care of. Now we see that the bill was sent to Franklin County.....and we are wondering if there is any possibility that the county will pay the bill or split the bill.

Whatever your decision, we ~~at the~~ Franklin County Historical Society are very appreciative that Franklin County does have a Maintenance Agreement that covers our museum elevator for any future problems.

ThyssenKrupp Elevator



TRANSMITTAL

November 7, 2005

Company: Franklin County
1015 N 5th
Pasco WA 99301

Attention: John Gessel
Project: Franklin County Museum

Copies	Description	Type
3	overdue invoices	

Remarks: Enclosed find the above items for the referenced project. All have been labeled as requested. If you have any questions, please contact us.

Sincerely,

Meegan Ware

Meegan Ware
Collections
ThyssenKrupp Elevator Corporation

ThyssenKrupp Elevator Corporation
416 N. Madelia Street, PO Box 3626
Spokane, WA 99220-3626
Telephone: (509) 533-2701, (888) 212-2155
Fax: (509) 533-1811
E-mail: Meegan.Ware@thyssenkrupp.com

1-P00-212-2155

ThyssenKrupp Elevator

EXHIBIT 19

BRANCH OFFICE November 23, 2005
PLEASE REMIT TO:
P.O. BOX 1000 DEPT. 227
MEMPHIS, TENNESSEE 38148-0227
PLEASE RETURN ONE INVOICE
COPY WITH YOUR REMITTANCE.

CUSTOMER NUMBER 0726511

FRANKLIN COUNTY
1015 N 5TH
PASCO, WA 99301

SOLD
TO

RE:
FRANKLIN COUNTY MUSEUM
305 N 4TH
PASCO WA 99301

INVOICES ARE DUE WHEN RENDERED

NON CONTRACT

TERMS	STATE	CITY	CODE	CUST. ORDER NO.	OUR JOB NO.	DATE	INVOICE NO.
NET	53	33	00		102 X 23214	07/30/03	102244

WHEELCHAIR LIFT REPAIRS PERFORMED ON 5-8-03 AND 5-13-03

*True and accurate invoice
Megan Ware, TKE AIR
November 17, 2005*

PAST DUE

LABOR
MATERIAL

949.80
188.70

PRICE AS QUOTED

1138.50

WASHINGTON STATE TAX
FRANKLIN COUNTY TAX
TOTAL BILLING

74.01
17.08
1229.59

THIS CHARGE WAS CREATED BECAUSE SERVICE WAS NOT COVERED BY
MAINTENANCE CONTRACTS YOU MAY HAVE WITH THYSSENKRUPP.
FOR QUESTIONS, PLEASE CALL YOUR SALES REPRESENTATIVE OR LOCAL
THYSSEN OFFICE AT (509) 533-2701

Goods or Services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

MACPRI

Work done before account was on contract