

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

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

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Consent Agenda

**Motion** - Mr. Brock: I move for approval of the consent agenda as follows:

1. Approval of **joint Resolution 2006-074** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin Counties on the Personal Services Contract between the Juvenile Justice Center and Roberta Bowers, effective January 1, 2006 through June 30, 2007. (Exhibit 1)
2. Approval of **joint Resolution 2006-075** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin Counties on the contract amendment between the Juvenile Justice Center and J&J Security, commencing upon execution by the Counties and terminating on December 31, 2006. (Exhibit 2)
3. Approval of **joint Resolution 2006-076** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin Counties on the Personal Services Contract between the Juvenile Justice Center and Riverview Counseling and Consulting, Inc., effective January 1, 2006 and terminating on June 30, 2007. (Exhibit 3)
4. Approval of **joint Resolution 2006-077** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin Counties on the Personal Services Contract between the Juvenile Justice Center and Washington Collectors Tri-Cities, Inc., effective January 1, 2006 and terminating on December 31, 2006. (Exhibit 4)
5. Approval of **joint Resolution 2006-078** in the matter of amending the 2004, 2005, & 2006 Collective Bargaining Agreement between Benton-Franklin Counties, Department of Human Services, and the Washington State Council of County and City Employees, AFSCME, Council 2, Local 3962 (Crisis Response). (Exhibit 5)
6. Approval of **Resolution 2006-079** reappointing Burl Booker to serve on the Franklin County Planning Commission to a six-year term expiring December 7,

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

2011. (Exhibit 6)

7. Approval of **Resolution 2006-080** authorizing Information Services to purchase a Dell computer for the Clerk's Office, utilizing funds from the 2006 Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) at a cost not to exceed \$1,500. (Exhibit 7)
8. Approval of **Resolution 2006-081** in the matter of the Franklin County Board of Commissioners strongly opposing any and all attempts by state agencies or their agents to purchase water rights in Franklin County to satisfy mitigation agreements made by the state to benefit others. (Exhibit 8)

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

Vouchers/Warrants

**Motion** – Mr. Koch: I move that we accept Current Expense expenditures for 2005 for \$4188.80, warrants 49031 through 49176. Second by Mr. Brock. Discussion: The expenditures are for jury expenses. 3:0 vote in favor. (Exhibit 9)

**Motion** – Mr. Brock: I move the approval of expenditures for Current Expense in the amount of \$13,000, warrants 49029 through 49030. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10) Ms. Shults said the expenditures are for postage.

Civil Service

Attorney Tim Klashke's bill for Civil Service work was reviewed. The Civil Service budget does not have enough funds to pay the bill. Mrs. Corkrum said to pay the bill out of the Non-Departmental Budget, Insurance line item, for now.

**SHERIFF**

Sheriff Richard Lathim and Dispatch Superintendent Pat Hogan met with the Board. Chief Accountant Tom Westerman was also present.

Dispatch Overtime

Mrs. Corkrum asked for an explanation of the overtime amount in the 2005 Dispatch budget. The total overtime amount exceeded the budget amount.

Mr. Hogan said he called the accounting assistant in the Auditor's Office prior to submitting the final bills and was told there was \$5000 left in the Dispatch account. However, when he submitted the bills, he was told the budget was \$5000 in the hole.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

Mr. Westerman said he understood we were allowed to spend payroll lines in the negative as long as the bottom line of a budget was positive. He said we were letting payroll and benefits go negative.

Mrs. Corkrum said she had understood the budget lines other than payroll items could be adjusted internally in departments but salaries and benefits line items were not to be adjusted without Board approval. She said the budget was passed that salary and benefits portions of a budget were to be line item budget figures while other items in a department budget could be transferred to and from internally. We wanted to avoid using salaries and benefits for other purposes.

Mr. Westerman said it wasn't clear to us (the Auditor's Office) that the salaries and benefits had to have transfers. Mr. Brock said he thought we were very definite on that. Mr. Westerman said we weren't letting people transfer from line items other than salaries and benefits. But it wasn't clear to us that line items 10 (salary) and 20 (benefits) can't go negative. He asked is that the way you want to do it? Mrs. Corkrum said she had understood it that way. Sheriff Lathim gave an example, stating he thinks there has been some confusion. Mr. Brock said the salaries can't go negative. Mr. Westerman said we can't stop payroll because somebody's line has gone negative.

Mrs. Corkrum said we spent \$61,000 in overtime. We budgeted \$30,000. She said you couldn't have spent \$31,000 in one payroll. You should have known that that line item was going to be negative and warned us that we had to find where the money would come from. My only dispute is it's the eleventh hour.

Mr. Hogan said he does balance his budget. He checked with the Payroll Department. Mrs. Corkrum said the shortage had to have been known long before December. Further discussion was held. Mr. Westerman said we weren't clear that we couldn't let a payroll line go negative as long as the budget is positive. It sounds like you were meaning we couldn't let a payroll line item go negative. The Board said yes.

Mr. Brock asked how come this creeps up on us? Mr. Hogan said because I had a bottom line budget. I was running fine on the budget. Yes, I knew I was in the hole on my overtime budget. Towards the end, I made sure I called Accounting to check my

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

budget. When I came down to the Accounting office, I found out they took the money out of other areas. Usually if it gets bad I pull money out of my 911 budget.

Mrs. Corkrum said by spending \$61,000, you could practically hire two more people. Why don't we do that? Other entities are paying into the Dispatch Center. Sheriff Lathim said we're going to talk with all the users about putting two more people in place next year. The cost to the county for two more dispatchers would probably be about \$20,000. Sheriff Lathim said the City of Pasco is talking about building another fire station, hiring more firefighters, and hiring more police officers. The county's share is about 20% of the overall cost because the city is the one generating the work.

Mrs. Corkrum said there is no question that the overtime amount can come out of the 911 budget. Sheriff Lathim said the majority of the 911 funds come from a surcharge on phone bills, most of which are inside the city limits.

Sheriff Lathim said he had understood that the bottom line of the budget was the bottom line. No matter what happened, the bottom line had to be the bottom line. He also understood funds in the salaries and benefits line items of the budget could not be moved to other areas without Board approval. He explained his understanding further.

2006 Budget

A letter from Sheriff Lathim regarding the 2006 Budget 520 expenditure budget was reviewed (Exhibit 11). Sheriff Lathim said the revenues and expenditures need to match at \$4000 each. However, the new budget has expenditures at \$2500 but revenue at \$6000. Mrs. Corkrum said we can transfer the amount from the Contingency budget to increase the line item in Budget 520.

Dispatch

Pat Hogan is retiring September 1 as Dispatch Superintendent. Sheriff Lathim said Mr. Hogan's other position is the 911 coordinator. Sheriff Lathim said we pay Mr. Hogan's salary out of the 560 Dispatch budget and he does the 911 coordinating job for free. Mr. Bowen asked why would Dispatch budget pick up the costs for the 911 coordinator when you can use 911 funds to pay for it? Sheriff Lathim said because I hired him as dispatch supervisor and one time when he met with the Board, the Board



COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

made him the 911 Coordinator. Sheriff Lathim said Dann Borden used to be the 911 coordinator prior to his appointment as GIS Director. Sheriff Lathim said Mr. Hogan was given the 911 Coordinator position but no decision was made to say 20% or whatever of his time was allocated to that position.

Sheriff Lathim said a lot of money comes in from taxes to the 911 budget but there are a lot of costs also. Mr. Koch asked do you get a monthly check from 911? Mr. Hogan said Dispatch gets weekly checks from the phone companies. We also have to pay cost recovery back to them on a percentage basis. Sheriff Lathim said several hundred thousand dollars a year goes into the fund. Mr. Hogan explained how the funds are received and disbursed.

Mr. Brock asked Sheriff Lathim and Mr. Hogan to put the information in writing for the Board to review. He said it is possible some savings from the salary line item could be used in the overtime line item.

Mr. Hogan said we also increased Dan Werr's salary based on a state recommendation. Sheriff Lathim said we are paying that one position out of that money.

In response to Mr. Bowen's question about use of funds, Mr. Hogan said there are differences in uses of funds received from wired phone lines compared to wireless phone lines. There are some state guidelines.

**PLANNING AND DEVELOPMENT DEPARTMENT**

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

Public Hearing: Short Plat SP 2006-02 for applicant James Wylie to short plat 75.71 acres into two lots. As proposed, the lots are approximately 2.50 acres and 73.21 acres in size. The property is zoned Agricultural Production 20 (AP-20).

Public Hearing convened at 9:40 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 12).

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

Mr. MacPherson showed a copy of the short plat map. He reviewed the conditions of approval. Public Works is requesting that an equipment shed that is located almost entirely in the right-of-way be moved or removed. The house was built on the site in the 1950s. The planners assume the shed was also built then but there is no permit on file for it in the county records.

Mr. Bowen asked why would Public Works have anything to do with a shed that's on a piece of property? Mr. MacPherson said because it's in the county right-of-way. Mrs. Corkrum said if it hasn't been a problem for 50 years, why should we worry about it? Mr. Brock said the Board could grant a waiver to allow the shed to remain.

Mr. Wendt said the Board could change Condition of Approval 6c and have that removed, as well as Condition 8b.

Mr. Bowen asked what does the owner think? Mr. MacPherson said the owner is in California. Rogers Surveying has been processing the application. Mr. Brock gave an example of people not knowing where the property lines are located.

Mr. MacPherson mentioned the approval could state the shed can remain in place as is but if it is destroyed by fire or some other reason, it cannot be rebuilt where it is located. The building is three-quarters of the way in the right-of-way on Clarwalt Road. It is not a through road. Mrs. Corkrum said to her it is ridiculous. Mr. Koch asked are they using the road or is it a detriment to remove it? Mr. MacPherson said we had the same questions. The surveyor does not know. Mr. Koch said he thinks someone needs to look at it. Mr. Brock said he has trouble tearing a shed down. Mrs. Corkrum asked is the purpose of the short plat for selling the property? Mr. MacPherson said it's the corner of a circle. There is a house on it. The same applicant is doing the same thing on the farm unit to the north. Mr. Wendt is not sure what the owner plans to do. Mr. MacPherson does not know either.

Mr. Brock said he thinks someone better look at the shed. Mr. MacPherson asked if the Board wants to continue the hearing. The Planning Department can send some inspectors to take some photos of the shed.

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

**Motion** – Mr. Brock: I move we continue the hearing on Short Plat 2006-02 until Wednesday at 10:30 a.m. Second by Mr. Koch. 3:0 vote in favor.

Public Hearing: Short Plat SP 2006-03 for applicant James Wylie to short plat 71.55 acres into two lots. As proposed, the lots are approximately 2.61 acres and 68.94 acres in size. The property is zoned Agricultural Production 20 (AP-20).

Public Hearing convened at 9:49 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 13).

Mr. MacPherson showed a copy of the site map. He reviewed the conditions of approval. The Public Works Department is requesting a 20' easement to continue Clarwalt Road to reach Lot 2. There are no structures in right-of-ways.

**Motion** – Mr. Koch: I move we grant preliminary approval of Short Plat 2006-03 subject to the seven findings of fact and eight conditions of approval. This is Resolution 2006-082. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 14)

Building Department Update

Building Inspections Services proposal – City of Connell – Prison building

Mr. MacPherson told the Board about a proposal for the county to provide building inspection services to the City of Connell during the prison expansion project. Mr. Koch said it is a prison construction project, not a prison expansion. The Board gave **consensus approval** for Mr. MacPherson to proceed with preparation of a proposal with input from the Prosecutor's Office and final approval by the Board.

**Recessed** at 10:06 a.m.

**Reconvened** at 10:19 a.m.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

Pasco Police/Franklin County Sheriff Vehicle Collision

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

Mr. Bowen gave the Board an update on negotiations that have occurred regarding a collision. The Board will talk to Chief Deputy Prosecuting Attorney Ryan Verhulp regarding the matter.

Grand Old 4<sup>th</sup>

Mr. Bowen asked for approval to send his secretary Bridgette Scott as a county representative and a City of Pasco representative to the Northwest Festivals and Events Conference on March 5 through 7, 2006, in Seaside, Oregon. The cost would be \$1873.56. The funds would come from the Grand Old 4<sup>th</sup> budget. The mileage is for one vehicle.

**Motion** – Mr. Brock: I move for approval. Second by Mr. Koch. 3:0 vote in favor.

Mr. Bowen asked for approval of some Grand Old 4<sup>th</sup> contracts. Mr. Brock said he is willing to go along with the recommendations of the committee as long as it is inside the budget. Mr. Koch agreed, stating it can be handled internally. The Board said they would like to know what the action will be but they would allow Mr. Bowen to sign the contracts. Two contracts had already been prepared for the Board to approve.

**Motion** – Mr. Brock: I move the approval of hiring Vocal Trash for the Grand Old 4<sup>th</sup>. This is Resolution 2006-083. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

**Motion** – Mr. Koch: I move that we accept the Personal Service Agreement between Franklin County and Suzy Haner. This is Resolution 2006-084. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 16)

Mr. Bowen told the Board about the plans for the Grand Old 4<sup>th</sup>.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

New Pasco Road Superintendent

Gary Fitch was introduced to the Board as the new Pasco road supervisor.

Vouchers

**Motion**: Mr. Brock: I move for the approval of vouchers for County Road Fund for \$17,433.58 as listed. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 17)

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

**Motion** – Mr. Brock: I move for the approval of vouchers for Motor Vehicle and Public Works Equipment Fund for \$29,488.26. Second by Mr. Koch. 3:0 vote in favor.  
(Exhibit 18)

**Motion** – Mr. Brock: I move for the approval of vouchers for Solid Waste Fund for \$772.24. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 19)

**Motion** – Mr. Brock: I move for approval of vouchers for Probation Work Crew for \$271.61. Second by Mr. Koch. 3:0 vote in favor. (Exhibit )

**Resolution: BFP Project Agreement between Franklin County and State of Washington Office of the Interagency Committee for Outdoor Recreation**

The agreement has not been reviewed by the prosecutor's office because the state does not allow changes to the agreement. Mr. Fife said we've done similar agreements before. The agreement covers work on the Erwen Trust property at the boat launch site of Chiawana Park. Mr. Fife answered the Board's questions about the funding.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-085 on the BFP Project Agreement between Franklin County and State of Washington Office of the Interagency Committee for Outdoor Recreation. Second by Mr. Koch. 3:0 vote in favor.  
(Exhibit 21)

**2006 Roadside Vegetation Spray Contract**

The Public Works Department requested proposals for 2006 roadside vegetation spraying. We're recommending that we keep using Darry-Air. They were the lowest cost proposal and have done an excellent job for us. Mr. Fife said their bid came in lower than what it was three years ago.

**Motion** – Mr. Koch: I move that we accept the roadside vegetation spray contract with Darry-Air from Ephrata. Second by Mr. Brock. Discussion: The Board asked if Darry-Air has resolved their problems with the Kahlotus area? Mr. Fife said yes. He explained what has happened. **Vote:** 3:0 vote in favor. (Exhibit 22)

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.  
**Pasco Police/Franklin County Sheriff Vehicle Collision**

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

Mr. Verhulp said Prosecutor Steve Lowe has been handling the matter. He will talk to him about it.

1/4% real estate excise tax

The Board asked Mr. Verhulp to find out more information about the proposed additional 1/4% real estate excise tax.

**COUNTY ADMINISTRATOR (continuing)**

Courthouse Renovation

PCO 119R2 was reviewed. It is for \$4233 for plaster repair that was a cost for conditions uncovered during lead paint removal. Mr. Bowen said the potential change order was not received sooner because it was negotiated back and forth, making sure damage wasn't caused by the contractor Lydig when they allowed the moisture to come down and peel the paint off and also making sure the paint removers didn't damage it when they were taking the paint off the plaster. The Board gave **consensus approval**.

PCO 137 was reviewed. It is a cost of \$1218 to add painted signage to the Commissioners' meeting room. There are already signs above the Treasurer's and Auditor's offices. Mrs. Corkrum asked if it will pose a problem with the other doorways near the Commissioners' meeting room entrance. Mr. Bowen does not think so. The Board gave **consensus approval**.

Signs: Mr. Koch asked if the workers are working on exit and evacuation maps to put in the rooms at the courthouse. Mr. Bowen will check with the architect. Mr. Koch said they will be required.

**OTHER BUSINESS**

Minutes

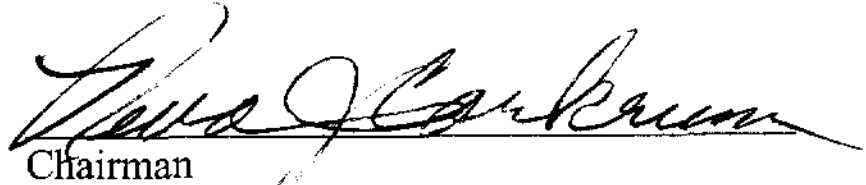
**Motion** – Mr. Koch: I move we accept minutes for January 25, 2006, January 30, 2006, and February 1, 2006. Second by Mr. Brock.

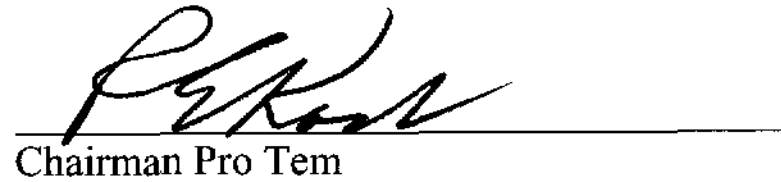
**Adjourned** at 10:56 a.m.

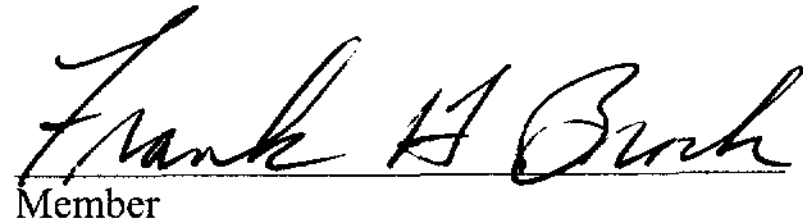
COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 6, 2006

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 8, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed February 22, 2006.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 057FRANKLIN COUNTY RESOLUTION NO. 2006 074

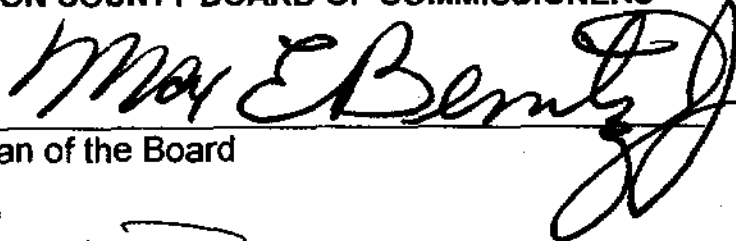
BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND ROBERTA BOWERS, 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 Contract between Roberta Bowers, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2006 and terminating on June 30, 2007, **NOW, THEREFORE**

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

DATED this 30<sup>th</sup> day of January 2006  
BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



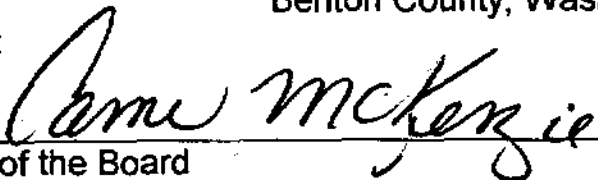
Member



Member

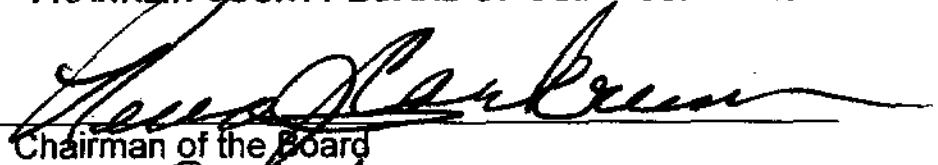
Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

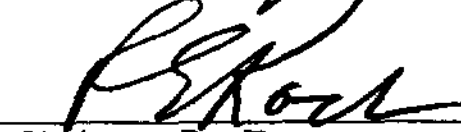


Clerk of the Board

DATED this 6<sup>th</sup> day of February 2006  
FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem



Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:



Clerk of the Board



**JUDGES**

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

# **BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator  
Juvenile Court Services

## **SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

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

### **PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND ROBERTA BOWERS**

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Roberta Bowers with her principal office at 260 W Greenview DR, Richland, WA, 99352 (hereinafter referred to as "Contractor").

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

#### **1. DURATION OF CONTRACT**

The term of this Contract shall be January 1, 2006, through June 30, 2007. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

#### **2. SERVICES PROVIDED**

A. Pursuant to RCW 13.40.160, the Contractor shall provide services for selected first time, adjudicated sex offenders.

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
  - a. Respondents version of the facts;
  - b. Official version of the facts;
  - c. Respondent's offense history;
  - d. Assessment of problems in addition to the alleged deviant behaviors;
  - e. Respondent's, social, educational, and employment situation;
  - f. Other evaluation measures used;
  - g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:
    - a. Frequency and type of contact between offender and treatment providers;
    - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
    - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
    - d. Anticipated length of treatment, and
    - e. Recommended crime-related prohibitions.
  3. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator
- B. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

### 3. CONTRACT REPRESENTATIVES

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

- A. For Contractor:
- Roberta Bowers**  
**260 W Greenview DR**  
**Richland WA 99352**

B. For Counties:

**Sharon Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336**

**4. COMPENSATION**

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

- A. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. At the rate of \$70.00 per hour for individual or staff supervision services and Provider meetings.
- E. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- F. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- G. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- H. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

5. **AMENDMENTS AND CHANGES IN WORK**

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

6. **HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or

omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## 7. INSURANCE

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

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

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

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars

(\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

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

**D. Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies,

and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

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

1. The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

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

6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

**8. TERMINATION**

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

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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



**10. NON-WAIVER OF RIGHTS**

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

**11. INDEPENDENT CONTRACTOR**

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

**12. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as well as all pertinent JRA Administration Policy Bulletins.

**13. OTHER PROVISIONS**

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

- A. Background Check/Criminal History

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

**B. Sexual Misconduct**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

**15. NONDISCRIMINATION**

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

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

- A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as

defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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


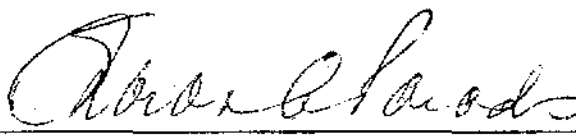

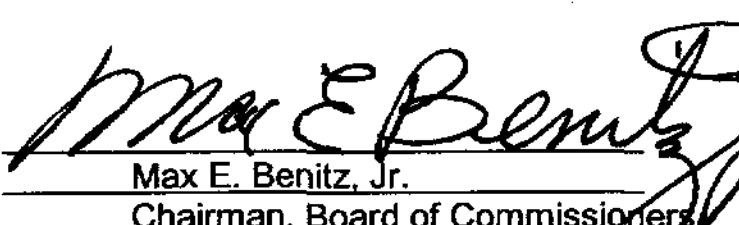
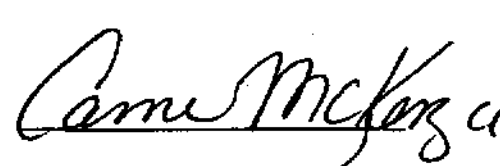


**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

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

<b>Contractor</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Roberta Bowers</b> <u>1/17/06</u> <b>Date</b>	 <b>Sharon A. Paradis</b> <u>1/10/06</u> <b>Date</b>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p>  <u>1/19/06</u> Sarah Villanueva, Deputy Prosecuting Attorney <b>Date</b> <p>By:   Name: <u>Max E. Benitz, Jr.</u>  Title: <u>Chairman, Board of Commissioners</u>  Date: <u>1-30-06</u></p> <p>Attest:</p> Clerk of the Board: 	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u>  Ryan Verhulp, Civil Deputy Prosecuting Attorney <b>Date</b></p> <p>By:   Name: <u>Neva J. Corkrum</u>  Title: <u>Chairman, Board of Commissioners</u>  Date: <u>FEB 4, 2006</u></p> <p>Attest:</p> Clerk of the Board: 

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 01-30-06 F/C 02-06-06	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Services Contract between BFJJC and Roberta Bowers	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**

Roberta Bowers has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2006 through June 30, 2007, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Roberta Bowers.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Roberta Bowers, to provide sex offender treatment as outlined above.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 058FRANKLIN COUNTY RESOLUTION NO. 2006 075

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 CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND J & J SECURITY, and

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

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

DATED this 30<sup>th</sup> day of January 2006.DATED this 6<sup>th</sup> day of February 2006

BENTON COUNTY BOARD OF COMMISSIONERS


  
Chairman of the Board  
Member  
Member

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

ATTEST:

  
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board  
Chairman Pro Tem  
Member

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

ATTEST:

  
Clerk of the Board

## JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
 Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

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

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

Consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 05 737 and executed on November 28, 2005, and Franklin County Resolution No. 2005 500 and executed December 5, 2005, shall be amended as follows:

#### 1. Section: 4 COMPENSATION

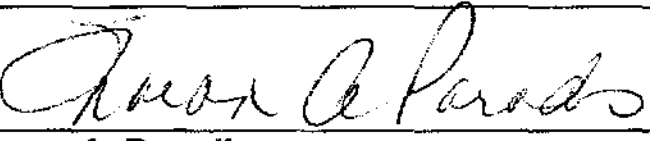

Effective January 1, 2006, for the services performed hereunder, the Contractor shall be paid as follows:

- A. Regular security (8:00 a.m. through 5:00 p.m.) rate of \$5,410.00 per month (includes lunch hour).
- B. The rate of \$28.15 per hour will be charged for any security coverage prior to 8:00 a.m. and/or after 5:00 p.m., or if a second security officer is needed to provide security coverage to the second courtroom, dependency hearings or parent pay court coverage, as needed.
- C. The rate of \$18.95 per hour will be charge for a full time, regular or reserve, commissioned Police Officer to serve as a Security /Screening Officer, to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center.
- D. The rate of \$14.85 per hour will be charged for a part time Screener to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center.



- E. The rate of \$14.85 per hour will be charged for any additional Screeners as requested by Counties for reasonable and agreeable needs.
  - F. Local and out of the area transport rate of \$26.35 per hour (combining paragraphs F & G of original contract).
  - G. See paragraph F above.
  - H. Tracking service rate of \$23.00 per hour.
2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.

Except as otherwise stipulated above, this amendment shall be effective upon execution by the parties.

<b>J &amp; J Security &amp; Transport, Inc.</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Alison Moore</b>	 <b>Sharon A. Paradis</b>
<b>Date</b>	<b>Date</b>
<b>BENTON COUNTIES APPROVAL</b>	<b>FRANKLIN COUNTIES APPROVAL</b>
Approved as to Form:	Approved as to Form:
 <b>Sarah Villanueva, Deputy Prosecuting Attorney</b>	<b>Agreed Review Performed by Benton County</b> <b>Ryan Verhulp, Civil Deputy Prosecuting Attorney</b>
<b>Date</b>	<b>Date</b>
By: 	By: 
Name: <u>Max E. Benitz, Jr.</u>	Name: <u>Frank H. Breek</u> <u>Neva J. Corkrum</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: <u>1-30-06</u>	Date: <u>Feb. 2, 2006</u>
Attest:	Attest:
Clerk of the Board: 	Clerk of the Board: 

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-30-06 F/C 02-06-06			
SUBJECT: Amend contract with J & J Security for 2006 Rates			
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		
		Executive Contract <u>xx</u>	
		Pass Resolution <u>xx</u>	
		Pass Ordinance	
		Pass Motion	
		Other	

**BACKGROUND INFORMATION**

J&J Security & Transport, Inc. has been providing security and juvenile transportation services to the Juvenile Justice Center since 1996. J&J Security & Transport, Inc. is a sole source vendor who employs and provides commissioned officers as security officers. J & J Security & Transport, Inc. performs security services to maintain a safe work environment for staff and clients, which includes the additional security officers and screening especially during high-risk hearings. The contract amendment period is from January 1, 2006 through December 31, 2006.

**SUMMARY**

The Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security sets forth the 2006 rates.

**RECOMMENDATION**

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Juvenile Justice Center and J&J Security & Transport, Inc. for the period of January 1, 2006 through December 31, 2006.

**FISCAL IMPACT**

The rates are included in 2006 Juvenile's Budget.

**MOTION**

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 059FRANKLIN COUNTY RESOLUTION NO. 2006 076

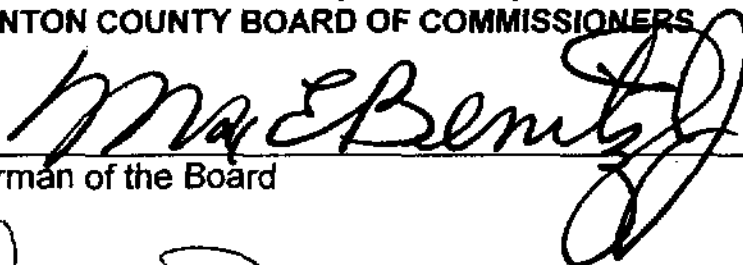
BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND RIVERVIEW COUNSELING AND CONSULTING, INC., 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 Contract between Riverview Counseling and Consulting, Inc. and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2006 and terminating on June 30, 2007, **NOW, THEREFORE**

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

DATED this 30<sup>th</sup> day of January 2006  
BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

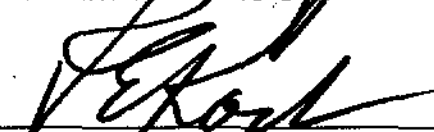
  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:  
  
Clerk of the Board

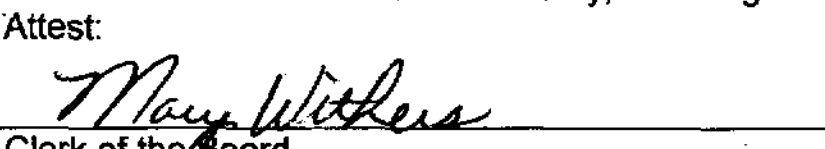
DATED this 6<sup>th</sup> day of February 2006  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:  
  
Clerk of the Board

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND RIVERVIEW COUNSELING AND CONSULTING, INC.

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Riverview Counseling and Consulting, Inc. with its principal offices at 660 George Washington Way STE B, Richland, WA, 99352 (hereinafter referred to as "Contractor").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2006, through June 30, 2007. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

#### 2. SERVICES PROVIDED

A. Pursuant to RCW 13.40.160, the Contractor shall provide services for selected first time, adjudicated sex offenders.

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
  - a. Respondents version of the facts;
  - b. Official version of the facts;
  - c. Respondent's offense history;
  - d. Assessment of problems in addition to the alleged deviant behaviors;
  - e. Respondent's, social, educational, and employment situation;
  - f. Other evaluation measures used;
  - g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:
    - a. Frequency and type of contact between offender and treatment providers;
    - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
    - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
    - d. Anticipated length of treatment, and
    - e. Recommended crime-related prohibitions.
  3. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator
- B. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

### 3. CONTRACT REPRESENTATIVES

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

- A. For Contractor: **Matthew J. Cummings, MSW**  
**660 George Washington Way STE B**  
**Richland WA 99352**

B. For Counties: **Sharon Paradis, Administrator**  
**Benton-Franklin Juvenile Justice Center**  
**5606 W. Canal Place, Suite 106**  
**Kennewick, WA 99336**

**4. COMPENSATION**

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

- A. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. At the rate of \$70.00 per hour for individual or staff supervision services and Provider meetings.
- E. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- F. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- G. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- H. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or

omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## 7. INSURANCE

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

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

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

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars



(\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

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

**D. Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies,

and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

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

1. The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

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

6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

**8. TERMINATION**

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

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**10. NON-WAIVER OF RIGHTS**

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

**11. INDEPENDENT CONTRACTOR**

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

**12. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as well as all pertinent JRA Administration Policy Bulletins.

**13. OTHER PROVISIONS**

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

- A. Background Check/Criminal History

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

**B. Sexual Misconduct**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

**15. NONDISCRIMINATION**

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

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

- A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as

defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

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

<b>Riverview Counseling &amp; Consulting, Inc.</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Matthew J. Cummings, MSW</b>	 <b>Sharon A. Paradis</b>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p>  <u>Sarah Villanueva, Deputy Prosecuting Attorney</u> Date <u>1/13/06</u>  <p>By:   Name: <u>Max E. Benitz, Jr.</u>  Title: <u>Chairman, Board of Commissioners</u>  Date: <u>1-30-06</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u>  <u>Ryan Verhulp, Civil Deputy Prosecuting Attorney</u>    Date</p> <p>By:   Name: <u>Neva J. Corkrum</u>  Title: <u>Chairman, Board of Commissioners</u>  Date: <u>Jan 26, 2006</u>  <u>Feb.</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>



AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-30-06 F/C 02-06-06		
SUBJECT: Personal Services Contract between BFJJC and Riverview Counseling and Consulting, Inc.		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

### BACKGROUND INFORMATION

Riverview Counseling and Consulting, Inc. has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of January 1, 2006 through June 30, 2007, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

### SUMMARY

These services will be paid for by SSODA dollars.

### RECOMMENDATION

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Riverview Counseling and Consulting, Inc.

### FISCAL IMPACT

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

### MOTION

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Riverview Counseling and Consulting, Inc., to provide sex offender treatment as outlined above.

## JOINT RESOLUTION

06 060

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

2006 077

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

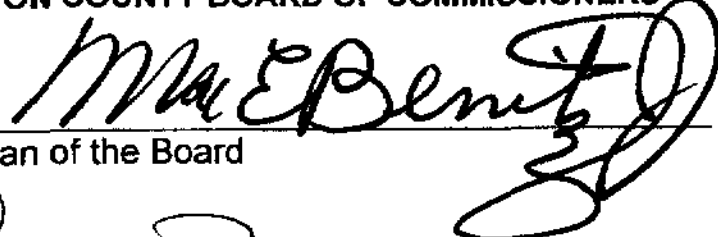
BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON COLLECTORS TRI-CITIES, INC., 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 Contract between Washington Collectors Tri-Cities, Inc. and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2006 and terminating on December 31, 2006, **NOW, THEREFORE**

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

DATED this 30<sup>th</sup> day of January 2006  
BENTON COUNTY BOARD OF COMMISSIONERS

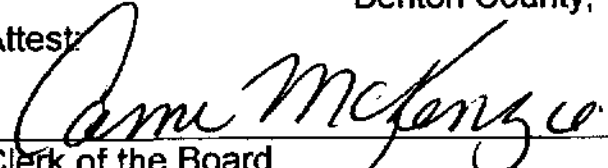
  
Chairman of the Board

  
Member

  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

  
Clerk of the Board

DATED this 6<sup>th</sup> day of February 2006  
FRANKLIN COUNTY BOARD OF COMMISSIONERS


  
Chairman of the Board

  
Chairman Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

  
Clerk of the Board

JUDGES  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. 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

### CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND WASHINGTON COLLECTORS TRI-CITIES, INC.

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "Counties"), and Washington Collectors Tri-Cities, Inc., a Washington corporation and licensed collection agency under Chapter 19.16 RCW, with its principal offices at 510 North 20<sup>th</sup> Street, STE D, PO Box 742, Pasco WA 99301 (hereinafter "Contractor").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2006, and shall expire on December 31, 2006.

#### 2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. The Contractor shall collect unpaid fees and interest on assessments that have been imposed by the Counties.

- B. The Contractor shall disburse funds collected on accounts to the Counties no later than the fifth (5<sup>th</sup>) of each month. If the fifth (5<sup>th</sup>) falls on a weekend or a holiday, then the Contractor shall disperse funds to the Counties by the next business day.
- C. The Contractor shall supply the Counties with a full client account report by the fifth (5<sup>th</sup>) of each month, with the disbursement check. This report shall be formatted to include the following information in column order and sorted by client's last name:

Debtor's account # (7 digits);  
Account code (BEN###);  
Client's full name (last name first);  
Client's address;  
Client's city, state and zip;  
Counties transaction / invoice #;  
Date of service;  
Contractor's account status code;  
Principal amount assigned (does not include collection fee); and  
Balance due (excluding collection fee).

The Contractor shall supply the Counties with other reports / lists upon request with reasonable notice.

- D. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, the Counties will furnish no material, labor, or facilities.
- E. The Contractor shall identify in writing no less than two (2) contact persons employed by the Contractor assigned to the Counties, which will be available for consultation with the Counties staff.
- F. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- G. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- H. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

### 3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may

change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For Contractor: **Sean Lamb**  
**Secretary-Treasurer**  
**PO Box 742**  
**Pasco WA 99301-0742**
- B. For Counties: **Sharon Paradis**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**

#### **4. COMPENSATION**

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

- A. In accordance with RCW 19.16.500, a collection commission of fifty percent (50%) of the assigned amount shall be added as a collection cost to each client account to be collected by Contractor from the client, with NO increase if legal action becomes necessary.
- B. The Contractor shall assess twelve percent (12%) interest (APR) to each client account and shall split all interest collected on accounts assigned after January 1, 1998, at a rate of fifty percent (50%) with the Counties.

#### **5. AMENDMENTS AND CHANGES IN WORK**

- A. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
- B. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

#### **6. HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof,

for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

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

## 7. INSURANCE

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

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury

(including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

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

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

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

D. **Other Insurance Provisions:**

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

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

- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to



notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Juvenile Court Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336-1388

- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

## 8. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determines, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor, in which case the Contractor shall retain all previously assigned accounts and disburse collected funds in accordance with this Contract. The Counties will cease assigning new accounts upon termination.

- B. In the event that the program resulting in this service is discontinued, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed. In this case the Contractor shall retain all previously assigned accounts and disburse collected funds in accordance with this Contract. The Counties will cease assigning new accounts upon termination.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Contractor shall disburse all collected funds, plus interest, to the Counties, and any previous right or claim of Contractor to any outstanding collection accounts shall terminate. The Contractor will cease collection efforts and reassign the accounts back to the Counties. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

10. **NON-WAIVER OF RIGHTS**

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

11. **INDEPENDENT CONTRACTOR**

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own

activities in providing the agreed services in accordance with the specifications set out in this Contract.

- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

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

**13. INSPECTION OF BOOKS AND RECORDS**

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

**14. NONDISCRIMINATION**

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

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

- A. All reports, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for

hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

**16. PATENT/COPYRIGHT INFRINGEMENT**

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

**17. DISPUTES**

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

**18. CONFIDENTIALITY**

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

**19. CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**20. SUCCESSORS AND ASSIGNS**

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

**21. SEVERABILITY**

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

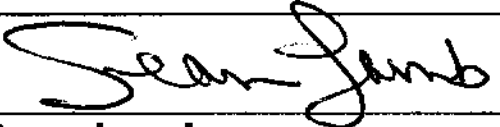
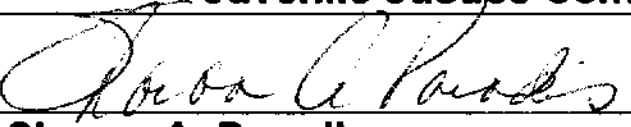
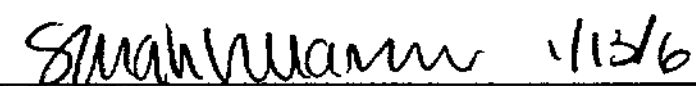
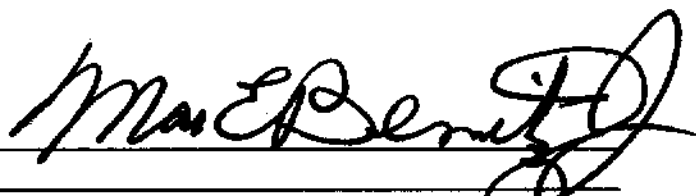

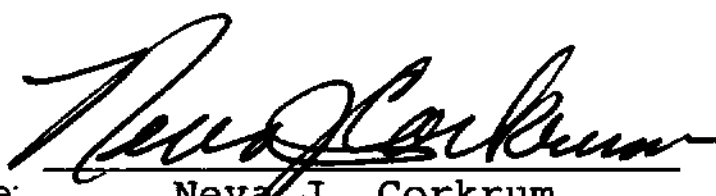

**22. ENTIRE AGREEMENT**

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

**23. NOTICES**

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

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

<b>Washington Collectors Tri-Cities, Inc.</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 12/29/05	 1/6/06
<b>Sean Lamb</b> <b>Date</b>	<b>Sharon A. Paradis</b> <b>Date</b>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p> 1/12/06</p> <p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: _____</p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>1-30-06</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u></p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Neva J. Corkrum</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>FEB. 6, 2006</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>

AGENDA ITEM: Consent		<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-30-06 F/C 02-06-06			
SUBJECT: Services Agreement with Washington Collectors Tri-Cities, Inc			
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

### BACKGROUND INFORMATION

Washington Collectors Tri-Cities, Inc. is a licensed collection agency with which Benton Franklin Juvenile Justice Center (BFJJC) has contracted with for several years to collect on past due parental payment accounts. Parents or legal guardian are charged a fee for Diversion, Detention and Work Crew. Unpaid accounts are submitted to Washington Collectors, Inc. for further collection efforts.

### SUMMARY

The term of this Agreement is for one year, January 1, 2006, through December 31, 2006. 100% of the face value of the account submitted will be returned to BFJJC upon payment of obligated party.

### RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Collection Services Agreement as outlined above.

### FISCAL IMPACT

There is not cost to the either county for collection. Washington Collectors Inc., charges the obligated parties above and beyond the face value of the account.

### MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Collection Services Agreement between the Juvenile Justice Center and Washington Collectors Tri-Cities, Inc., for the period commencing January 1, 2006, and terminating December 31, 2006.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

06 063

FRANKLIN COUNTY RESOLUTION NO.

2006 078

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

IN THE MATTER OF AMENDING THE 2004, 2005 & 2006 COLLECTIVE  
BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES, DEPARTMENT  
OF HUMAN SERVICES, AND THE WASHINGTON STATE COUNCIL OF COUNTY AND  
CITY EMPLOYEES, AFSCME, COUNCIL 2, LOCAL 3962 (CRISIS RESPONSE)

WHEREAS, negotiators for Benton-Franklin Counties have negotiated  
and reached an agreement with the Local 3962 negotiating team to  
amend the 2004, 2005 & 2006 Collective Bargaining Agreement; and

WHEREAS, both Benton and Franklin Counties Boards of Commissioners  
have previously discussed and approved the significant terms of the  
Amendment to the Agreement, NOW THEREFORE,

BE IT RESOLVED, that the Benton County Board of Commissioners and  
the Franklin County Board of Commissioners approve the Amendment to  
the Agreement as negotiated and are authorized to sign the same.

DATED this 30 day of Jan, 2006

DATED this 6<sup>th</sup> day of FEB, 2006

BENTON COUNTY BOARD OF COMMISSIONERS

Mac E Benitz  
Chairman of the Board

Leon M. Baereman  
Member

Claude L. Oliver  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

ATTEST:

Carrie McKenney  
Clerk of the Board

FRANKLIN COUNTY BOARD OF  
COMMISSIONERS

David Larkum  
Chairman of the Board

Robert  
Member

Frank H. Brink  
Member

Constitution the Board of County  
Commissioners of Franklin County,  
Washington

ATTEST:

May Withers  
Clerk of the Board

Originals: BC Commr's; FC Commr's; S. Villanueva; Union  
Copies: Crisis Response; David Sparks; BC Personnel; BC Payroll



**AMENDMENT II TO AGREEMENT**  
**Between**  
**BENTON AND FRANKLIN COUNTIES**  
**and**  
**LOCAL 3962, COUNCIL 2, WASHINGTON STATE COUNCIL OF COUNTY**  
**AND CITY EMPLOYEES, AFSCME,**  
**REPRESENTING CRISIS RESPONSE EMPLOYEES**

The Collective Bargaining Agreement (CBA) in effect from January 1, 2004, through December 31, 2006, sets forth the following in section 31.2:

For the years 2005 and 2006, only two sections of this contract . . . will be eligible to be opened for limited negotiations; Article 16. Insurance, § 16.2 and Article 24.3 Wages.

In accordance with section 31.2, the parties negotiated and agreed to amend the CBA for 2006 as follows:

1. The following paragraph replaces section 16.1.1 (which was added to the CBA by the 2005 Amendment to the CBA):

16.1.1 The County gives employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one of each type plan, and the County will contribute the amounts as indicated in paragraphs 16.1.2 (for 2005) and 16.1.3 (for 2006) below toward the employee's premium costs for the coverages selected. Employees may change their plan options annually during the County's Benefits Fair. All employees are required to participate in the County's designated life insurance plan. The Crisis Response Union has elected to have \$24,000 face value life insurance coverage.

2. The following paragraph is added to section 16.1 (as amended by the 2005 Amendment to the CBA):

16.1.3 Effective January 1, 2006, the County will provide the United Employees Benefit Trust (UEBT) Plan A5 and Group Health Options as the plans for medical and hospital coverage available to all employees. Effective February 1, 2006, or the date of the last signature below, whichever is later, Employer agrees to pay up to a maximum of Six Hundred Forty-Five Dollars (\$645.00) per month towards medical, dental, vision, and life insurance coverage. That

amount will be applied to the coverage selected by each employee. If there is a balance remaining after premiums for the employee's coverage are paid, it may be applied toward his/her dependents health care insurance premium balance due, or to the employee's MSA/VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental and vision insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction.

3. The following paragraph is added to section 24.2:

Effective January 1, 2006, a general wage increase of two percent (2.0%) will be applied to the 2004 pay plan. These new pay rates are set forth in Appendix A to this Amendment, which is incorporated herein by reference. Only those employees employed on the date of the last signature below are eligible for any pay increases. Those individuals who have left employment prior to the date of the last signature below are not eligible for increases.

4. No other language in the CBA is amended or intended to be changed or modified as a result of this Amendment except as affected or modified by these changes.

5. Except as otherwise stipulated above, this Amendment is effective as of the last date signed below.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFL-CIO

Alpha O'Laughlin  
Alpha O'Laughlin, Representative  
Date: 1-26-06

Deena Horton  
Steward  
Date: 1-25-06

BENTON COUNTY BOARD OF  
COMMISSIONERS

Mr. E. Bernz  
Chairman of the Board  
Date: 1-30-06

BENTON-FRANKLIN DEPARTMENT OF  
HUMAN SERVICES

David Hopper  
David Hopper, Director  
Date: 1-25-06

FRANKLIN COUNTY BOARD OF  
COMMISSIONERS

Steve Lockman  
Chairman of the Board  
Date: 2/6/06

Leo M. Bauman

Member

Claude L. Clark

Member

Constituting the Board of  
Benton County Commissioners

Attest:

Carm McHenry

Clerk of the Board

Date: 1-30-06

Approved as to Form:

Shahman

Deputy Prosecuting Attorney  
Benton County

Date: 1/25/6

Frank A. Brink

Member

Frank A. Brink

Member

Constituting the Board of  
Franklin County Commissioners

Attest:

Mary Withers

Clerk of the Board

Date: 2-6-06

Approved as to Form:

BUP

Deputy Prosecuting Attorney  
Franklin County

Date: 02.02.06

## Appendix A

**2006 SALARY SCHEDULE****2004 - 2006**

**Agreement by and between  
Boards of Benton and Franklin County Commissioners  
and**

**Local 3962, Council 2  
American Federation of State, County and  
Municipal Employees, AFL-CIO**

**COVERING CRISIS RESPONSE UNIT**

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
16	3749	3824	3958	4097	4240	4388	4542	4701	4866
15	3571	3642	3769	3901	4038	4179	4325	4476	4633
14	3401	3469	3590	3716	3846	3981	4120	4264	4413
10	2799	2855	2955	3058	3165	3276	3391	3510	3633
6	2302	2348	2430	2515	2603	2694	2788	2886	2987

cc: Human Services, Payroll, Personnel, Alpha O'Laughlin and Sarah Villaneuva

Personnel Resources Department

Crisis Response Amendment II  
to 2004-2006 CBA

**FRANKLIN COUNTY RESOLUTION NO. 2006 079**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: REAPPOINTING BURL BOOKER TO THE FRANKLIN COUNTY  
PLANNING COMMISSION FOR A SIX-YEAR TERM EXPIRING  
DECEMBER 7, 2011**

**WHEREAS**, Burl Booker has served on the Franklin County Planning Commission with said term expiring December 7, 2005; and

**WHEREAS**, the Board of Commissioners of Franklin County feels it is in the best interest of the county to reappoint Burl Booker to the Franklin County Planning Commission;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby reappoints Burl Booker to serve on the Franklin County Planning Commission to a six-year term expiring December 7, 2011.

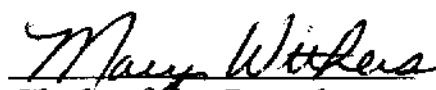
**APPROVED** this 6<sup>th</sup> day of February 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chair Pro-Tem

Attest:

  
Clerk of the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Burl Booker

cc: Planning Commission Appointment File  
Planning Department

**FRANKLIN COUNTY RESOLUTION NO. 2006 080****BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON**

**RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE A DELL COMPUTER AND OFFICE 2003 PRO FOR THE CLERK'S OFFICE, TO BE PAID FROM THE 2006 CURRENT EXPENSE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.3501 (COMPUTER HARDWARE)**

**WHEREAS**, the Franklin County Board of Commissioners approved an additional position within the Clerk's Office when the 2006 Current Expense budget was adopted; and

**WHEREAS**, budgeting for a computer workstation for this position was inadvertently omitted; and

**WHEREAS**, the Franklin County Clerk requested authorization to purchase a computer for the new workstation in the amount of \$1,461; and

**WHEREAS**, the Board of Commissioners suggested utilizing funds from the Information Services budget to pay for said computer; and

**WHEREAS**, the Information Services Department received a quote from Dell for three computers, Quote Number 271514241, Customer Number 780587, Contract Number N39913655, Customer Agreement Number A63307, at a cost of \$1,130.79 each; and

**WHEREAS**, Office 2003 Pro would also need to be procured at a cost of \$330; 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;

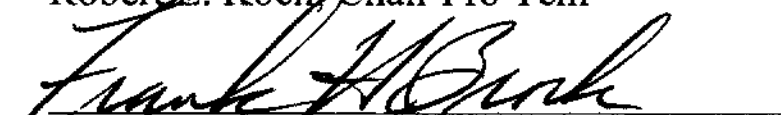
**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorizes Information Services to purchase a Dell computer and Office 2003 Pro for the Clerk's Office, utilizing funds from the 2006 Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware), at a cost not to exceed \$1,500.

**APPROVED** this 6<sup>th</sup> day of February 2006.

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

  
Neva J. Gorkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

**Patricia Shults**

---

**From:** Toni Fulton  
**Sent:** Wednesday, February 01, 2006 2:46 PM  
**To:** Patricia Shults  
**Subject:** Quote



Quote\_271514241.  
html (20 KB)

Divide the total of the attached quote by 3 ( = \$1130.79) for the cost of the pc & monitor (includes tax & shipping).

Office 2003 Pro (including tax) will not exceed \$330.00



## QUOTATION

QUOTE #: 271514241

Customer #: 780587

Contract #: N39913655

Customer Agreement #: NASPO|WSCA # A63307

Quote Date: 1/25/06

Date: 1/25/06 11:20:06 AM

Customer Name: FRANKLIN COUNTY INFO SERVICES

TOTAL QUOTE AMOUNT:	\$3,392.38		
Product Subtotal:	\$3,132.42		
Tax:	\$259.96		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 3	SYSTEM PRICE: \$1,024.14	GROUP TOTAL: \$3,072.42
Base Unit:	OptiPlex 170L, MicroTower 3.20GHz, Pentium 4, 1MB Cache 800 Front Side Bus (221-4217)		
Processor:	NTFS File System, Factory Install (420-3699)		
Memory:	512MB, Non-ECC, 400MHz DDR 2x256, 170L (311-3480)		
Keyboard:	USB Enhanced Multimedia Keyboard, English, Dell OptiPlex (310-6547)		
Monitor:	Dell UltraSharp 1905FP Flat Panel with Height Adjustable Stand, 19.0 Inch VIS, OptiPlex Precision and Latitude (320-4109)		
Video Card:	Integrated Video - Intel DVM, Dell OptiPlex GX270 or GX280 (320-0428)		
Hard Drive:	80GB EIDE 7200RPM, OptiPlex 170L (341-0420)		
Floppy Disk Drive:	3.5 Inch, 1.44MB, Floppy Drive OptiPlex 170L (341-0426)		
Operating System:	Windows XP Professional Service Pack 2, with Media, Dell OptiPlex, English, Factory Install (420-4850)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll, OptiPlex 170L (310-4827)		
NIC:	Integrated Intel 10/100Mb LOM w/ remote wake-up (430-0554)		
CD-ROM or DVD-ROM Drive:	48X32 CDRW/DVD Combo, with DVD Playback, Dell OptiPlex 170L Small Minitower (313-2299)		
Sound Card:	Integrated AC97 Audio, OptiPlex (313-8170)		
Speakers:	Dell AS501 Sound Bar for all UltraSharp Flat Panel Displays for OptiPlex (313-3434)		
Documentation Diskette:	No Resource CD for Dell OptiPlex, Precision and Latitude Systems (313-3673)		
Factory Installed Software:	Energy Star Labeling for OptiPlex (if applicable) (310-4721)		
Service:	Type 3 Contract - Next Business Day Parts & Labor On-Site Response Initial Year (900-6930)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (960-2402)		
Service:	Thank You for buying Dell (983-2207)		
Service:	Please visit WWW.Dell.COM (983-2217)		
Installation:	Standard On-Site Installation Declined (900-9987)		

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
EASY CD AND DVD BURNING WIN (A0414838)	3	\$20.00	\$60.00



Number of S &amp; A Items: 1

S&amp;A Total Amount: \$60.00

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](http://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](mailto: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](http://www.dell.com/environmentalfee)

**FRANKLIN COUNTY RESOLUTION NO. 2006 081**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: OPPOSING ANY AND ALL ATTEMPTS BY STATE AGENCIES OR THEIR AGENTS TO PURCHASE WATER RIGHTS IN FRANKLIN COUNTY TO SATISFY MITIGATION AGREEMENTS MADE BY THE STATE TO BENEFIT OTHERS**

**WHEREAS**, the agricultural industry is critical to the economic health of Franklin County; and

**WHEREAS**, due to the arid climate of Franklin County, irrigated land is essential to the economic viability of our agricultural base; and

**WHEREAS**, the forage industry in Franklin County produces in excess of 66 million dollars of hay, amounting to \$800 per irrigated acre; and

**WHEREAS**, the potato industry in Franklin County produces in excess of 87 million dollars in agricultural product, amount to about \$3,000 per irrigated acre; and

**WHEREAS**, in addition, one acre of irrigated pasture property planted will support 2.5 animal units with an approximate value of \$2,000 per acre; and

**WHEREAS**, it would take 80 times that acreage to support the same number of animal units on non-irrigated lands; and

**WHEREAS**, the preceding economic statistics were derived from information received from Washington State University Extension; and

**WHEREAS**, the transfer of irrigation water to other areas of the state in order to meet commitments made by the Department of Ecology would become a permanent, irreversible and intolerable situation that would undermine Franklin County's economy;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners strongly opposes any and all attempts by state agencies or their agents to purchase water rights in Franklin County to satisfy mitigation agreements made by the state to benefit others.

**BE IT FURTHER RESOLVED** the Franklin County Board of Commissioners will work in every possible way to preserve and protect the county's economic stability, water rights and the future of agriculture in Franklin County.

**DATED** this 6<sup>th</sup> day of February 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva L. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Governor Gregoire

cc: Jay Manning, Director, Dept. of Ecology  
Senator Bob Morton  
8<sup>th</sup>, 9<sup>th</sup>, & 16<sup>th</sup> Legislators  
WSAC

EXHIBIT 9  
Franklin County Auditor

February 6, 2006

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

February 6, 2006

**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, February 6, 2006,

Move that the following warrants be approved for payment:

<b>FUND</b> <b>Expenditures</b>	<b>WARRANT</b> <b>Range</b>	<b>AMOUNT</b> <b>Issued</b>
<b>Current Expense</b>	<b>49031-49176</b>	<b>\$4,188.80</b>

In the amount of **4,188.80**. The motion was seconded by  
And passed by a vote of 3 to 0

*Frank A. Brink*

Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

EXHIBIT 10  
Franklin County Auditor

February 6, 2006

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

February 6, 2006

**2006**

Franklin County Commissioners:

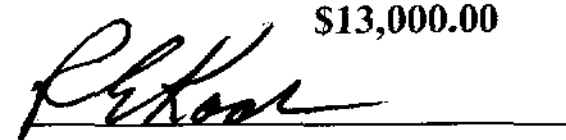
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, February 6, 2006,  
Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	49029-49030	\$13,000.00

In the amount of 13,000.00. The motion was seconded by  
And passed by a vote of 3 to 0



Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

February 6, 2006

Sheriff Richard Lathim

Franklin County  
Office of  
Sheriff

Undersheriff Kevin Carle

Civil DivisionLt. Ronelle Nelson  
509-545-3565Communications DivisionLt. Pat Hogan  
509-546-58911016 N. 4<sup>th</sup> Ave  
Pasco, WA 99301

Phone: 509-545-3501

Fax: 509-546-5802

Corrections DivisionCaptain Rick Long  
Lt. Alma Winklesky  
Phone: 509-545-3549  
Fax: 509-546-5826

January 24, 2006

RECEIVED  
FRANKLIN COUNTY COMMISSIONERScc: *Ard Bowen*  
JAN 25 2006Board of County Commissioners  
1016 N 4<sup>th</sup> Avenue  
Pasco WA 99301

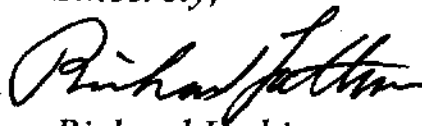
Re: 2006 520 expenditure budget

Commissioners:

Prior to the passage of the 2006 budgets you provided each elected official and department head with their proposed budgets and asked us to review them, sign and return them to you. I did do that as well as meeting in person with you to discuss concerns I had with the budget. Specifically I pointed out that I was budgeted on the Revenue side for Marijuana Eradication in the amount of \$4,000 and only \$2500 on the Expenditure side. I specifically requested that the Expenditure side be increased to \$4,000 to match the Revenue side. I provided this information to you in writing and discussed this with you in person. I received my budget book today and see that you increased the Revenue to \$6,000 and left the expenditure side at \$2500. This needs to be corrected.

Also when we met I discussed with you that the \$29,000 for overtime was an unrealistic figure and that there is no way to stay within that amount of money. You acknowledged that but refused to make any changes. I expressed to you at that time that in essence you were potentially cutting my budget by \$15,000 to \$20,000 by not adequately funding overtime. You assured me that you would add to the bottom line of the 520 budget if the bottom line is over expended due to the overtime. I am stating this to make sure that we still have that understanding. If that is not the case then I wish to meet with you to discuss this matter again on the record.

Sincerely,

  
Richard Lathim  
Sheriff

## FRANKLIN COUNTY ACTION SUMMARY

<b>Agenda Item:</b> James Wylie	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
<b>Meeting Date:</b> February 6, 2006	Execute Contract	Public Hearing <b>X</b>
<b>Subject:</b> SP-2006-02 to short plat 75.71 acres into two (2) lots	Pass Resolution <b>X</b>	1st Discussion
	Pass Ordinance	2nd Discussion
<b>Prepared By:</b> Greg Wendt	Pass Motion <b>X</b>	Other: <i><b>Preliminary Approval</b></i>
<b>Reviewed By:</b> Jerrod MacPherson	Other	

**BACKGROUND INFORMATION:**

The applicant has applied to short plat 75.71 acres into two (2) lots. As proposed the lots are approximately 2.50 acres and 73.21 acres in size. The property is zoned Agricultural Production 20 (AP-20) Zoning District.

The property is located west of Taylor Flats at the northeast corner of Clarwalt Road and Selph Landing Road near site address 30 Clarwalt Road (124-200-104).

As submitted, the application is in compliance with the standards specified in the County Subdivision Ordinance #3-2000.

According to Chapter 8 of the County Subdivision Ordinance, the Board of County Commissioners shall, after conferring with appropriate officials and agencies, make and enter findings into the record and determine whether the short plat be approved with conditions, returned to the applicant for modification or denied.

**FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;

*Action Summary**SP-2006-02**Page 2*

- 6). The public use and interest will be served by permitting the proposed divisions of land;
- 7). Subdivision improvements are not required for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

**GENERAL COMMENTS:**

None.

**CONDITIONS OF APPROVAL:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (*see letter dated January 19, 2006*).
2. **Big Bend Electric:** Applicant shall comply with the Big Bend Electric standards.
3. **GIS/Assessor:** All owners need to sign owners certificate and all parcels should show both net and gross acreage.
4. **South Columbia Basin Irrigation District:** RCW 58.17.310 requires an irrigation easement from the Farm Unit's point of delivery to each new lot when a farm unit is short platted. An Irrigation easement (10 feet wide) needs to be extended to proposed Lot 2 from the unit's legal point of delivery located in the SW corner of Farm Unit 24.
5. **United States Bureau of Reclamation:** The applicant shall meet and comply with the requirements of the USBR (*see letter dated January 20, 2006*).
6. **Public Works:**
  - a. In accordance with Franklin County's Subdivision Ordinance section 6.3 (2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
  - b. Further, the owner(s) shall dedicate an additional 10 feet of right of way for Clarwalt Road for a total of 50 feet and label it as dedicated on the plat. The right of way for Selph Landing Road shall also be shown as dedicated;
  - c. The equipment shed located within the right of way shall be removed.

*Action Summary*  
*SP-2006-02*  
*Page 3*

7. **Fire Code Official:** Because this area is covered by Volunteer Fire District # 3 for fire suppression in this area, the following separation standards shall be required for all new structures on each lot: Unless there is a Fire Hydrant located within 500 Feet of the proposed building/structures.
- a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
  - b. Rear yard setback: Twenty-five (25) feet.
  - c. Side yard setback: Twenty (20) feet.
  - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.

**\*\* These separation standards and requirements shall be placed on the face of the plat.**

8. **Franklin County Planning Department:**

- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. The accessory building located in the Right-of-way shall be removed prior to final approval and recording of the short plat. Verification shall be provided that the building was removed or demolished.
- c. Lots 2 is subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lots. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lot #2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
- c. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend Electric, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- d. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

**MOTION**

Grant preliminary approval of Short Plat 2006-02, subject to the seven (7) findings of fact and eight (8) conditions of approval.



## FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: James Wylie	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: February 6, 2006	Execute Contract	Public Hearing X
Subject: SP-2006-03 to short plat 71.55 acres into two (2) lots	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Preliminary Approval</i>
Reviewed By: Jerrod MacPherson	Other	

**BACKGROUND INFORMATION:**

The applicant has applied to short plat 71.55 acres into two (2) lots. As proposed the lots are approximately 2.61 acres and 68.94 acres in size. The property is zoned Agricultural Production 20 (AP-20).

The property is located west of Taylor Flats, north Selph Landing Road, at the north end of Clarwalt Road near site address 411 Clarwalt Road.

As submitted, the application is in compliance with the standards specified in the County Subdivision Ordinance #3-2000.

According to Chapter 8 of the County Subdivision Ordinance, the Board of County Commissioners shall, after conferring with appropriate officials and agencies, make and enter findings into the record and determine whether the short plat be approved with conditions, returned to the applicant for modification or denied.

**FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;

Action Summary  
SP-2006-03  
Page 2

- 6). The public use and interest will be served by permitting the proposed divisions of land;
- 7). Subdivision improvements are not required for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

**GENERAL COMMENTS:**

None.

**CONDITIONS OF APPROVAL:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated January 18, 2006).
2. **Big Bend Electric:** Applicant shall comply with the Big Bend Electric standards.
3. **GIS/Assessor:** All owners need to sign owners certificate and all parcels should show both net and gross acreage.
4. **South Columbia Basin Irrigation District:** The source of irrigation water to FU 88 Block 1 has been modified so that the water is diverted upstream of the original turnout and conveyed by way of the PP7.8 waste-way into a pond, which is the source of water to both FU's 88 and 23. Therefore, to meet the requirements of RCW 58.17.310, a minimum 10 ft wide easement (separate from other easements) needs to be extended to Lots 1 and 2 through FU 23 to the pumping facility for FU 88 located in FU 23.
5. **United States Bureau of Reclamation:** The applicant shall meet and comply with the requirements of the USBR (see letter dated January 20, 2006).
6. **Public Works:**
  - a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
  - b. Further, the owner(s) shall provide an easement at least 20 feet in width from the end of Clarwalt to Lot 2 providing access to Lot 2. This easement shall be shown on the plat and shall be accompanied with a written document at time of recording.

*Action Summary*  
*SP-2006-03*  
*Page 3*

7. **Fire Code Official:** Because this area is covered by Volunteer Fire District # 3 for fire suppression in this area, the following separation standards shall be required for all new structures on each lot: Unless there is a Fire Hydrant located within 500 Feet of the proposed building/structures.

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

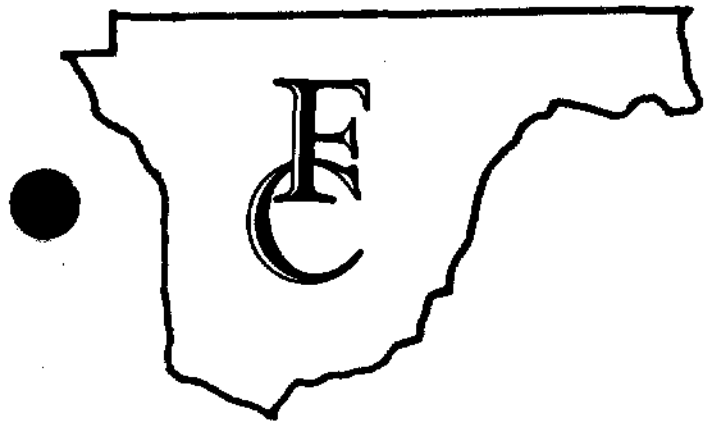
**\*\* These separation standards and requirements shall be placed on the face of the plat.**

8. **Franklin County Planning Department:**

- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. Lot 2 is subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lots. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lot #2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
- c. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend Electric, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- d. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

**MOTION**

Grant preliminary approval of Short Plat 2006-03, subject to the seven (7) findings of fact and eight (8) conditions of approval.



# FRANKLIN COUNTY

## COMMISSIONERS

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

RESOLUTION NUMBER 2006 082

### PRELIMINARY APPROVAL

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

**RE:** SP 2006-03, short plat 71.55 acres into two (2) lots. As proposed the lots are approximately 2.61 acres and 68.94 acres in size. The property is zoned Agricultural Production 20 (AP-20). The property is located west of Taylor Flats, north Selph Landing Road, at the north end of Clarwalt Road near site address 411 Clarwalt Road.

**APPLICANT:** James Wylie, P.O. Box 208, Aptos, CA 95001.

**WHEREAS,** the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for James Wylie and has recommended preliminary approval of the preliminary short plat and finds the following:

#### **FINDINGS OF FACT:** (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;
- 7). Subdivision improvements **are not required** for this application and therefore **are not required** to be guaranteed by one of the methods described in the Subdivision Ordinance.

2006 082

## RESOLUTION NUMBER \_\_\_\_\_

Preliminary Approval

SP-2006-03- February 6, 2006

Page Two

**CONDITIONS OF APPROVAL:**

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton Franklin Health Department (see letter dated January 18, 2006).
2. **Big Bend Electric:** Applicant shall comply with the Big Bend Electric standards.
3. **GIS/Assessor:** All owners need to sign owners certificate and all parcels should show both net and gross acreage.
4. **South Columbia Basin Irrigation District:** The source of irrigation water to FU 88 Block 1 has been modified so that the water is diverted upstream of the original turnout and conveyed by way of the PP7.8 waste-way into a pond, which is the source of water to both FU's 88 and 23. Therefore, to meet the requirements of RCW 58.17.310, a minimum 10 ft wide easement (separate from other easements) needs to be extended to Lots 1 and 2 through FU 23 to the pumping facility for FU 88 located in FU 23.
5. **United States Bureau of Reclamation:** The applicant shall meet and comply with the requirements of the USBR (see letter dated January 20, 2006).
6. **Public Works:**
  - a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
  - b. Further, the owner(s) shall provide an easement at least 20 feet in width from the end of Clarwalt to Lot 2 providing access to Lot 2. This easement shall be shown on the plat and shall be accompanied with a written document at time of recording.
7. **Fire Code Official:** Because this area is covered by Volunteer Fire District # 3 for fire suppression in this area, the following separation standards shall be required for all new structures on each lot: Unless there is a Fire Hydrant located within 500 Feet of the proposed building/structures.
  - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
  - b. Rear yard setback: Twenty-five (25) feet.
  - c. Side yard setback: Twenty (20) feet.
  - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.

**\*\* These separation standards and requirements shall be placed on the face of the plat.**

2006 082

## RESOLUTION NUMBER \_\_\_\_\_

Preliminary Approval

SP-2006-03- February 6, 2006

Page Three

## 8. Franklin County Planning Department:

- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. Lot 2 is subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for the applicable lots. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that a Park Dedication Fee applies to Lot #2. This shall be paid prior to building permit issuance for a new home on the applicable lot.**
- c. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend Electric, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- d. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

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


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

**SIGNED AND DATED THIS 6<sup>th</sup> DAY OF FEBRUARY 2006.**

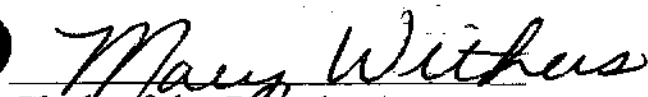
**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

  
CHAIRMAN

  
CHAIR PRO TEM

  
MEMBER

ATTEST:

  
Clerk of the Board

**FRANKLIN COUNTY RESOLUTION NO. 2006 083**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY  
AND VOCAL TRASH FOR THE PERFORMANCE OF THREE SHOWS AT  
THE GRAND OLD 4TH**

**WHEREAS**, Vocal Trash will perform one (1) fifteen minute show on July 3, 2006 and two (2) sixty minute shows on July 4, 2006 at the Grand Old 4th with the cost not to exceed \$7,500.00, plus five (5) double hotel rooms; to be paid as follows: \$1,125.00 deposit payable to Liz Gregory Talent upon execution of contract and \$6,375.00 payable to Linder and Brock upon completion of performance;

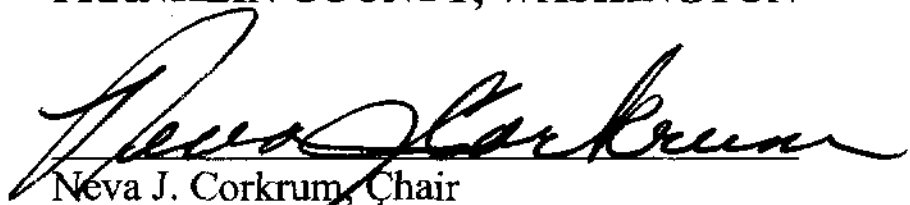
**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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

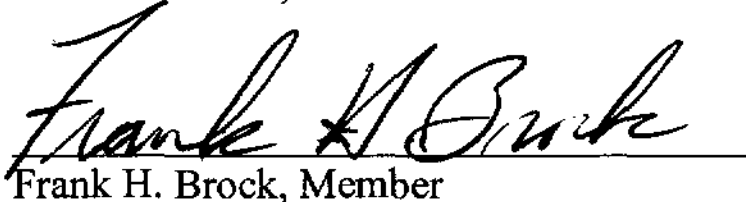
**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement for Vocal Trash to perform one (1) fifteen minute show on July 3, 2006 and two (2) sixty minute shows on July 4, 2006 at the Grand Old 4th with the cost not to exceed \$7,500.00, plus five (5) double hotel rooms.

**APPROVED** this 6th day of February 2006.

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

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Liz Gregory - Vocal Trash

cc: Accounting Department  
County Administrator-Invoice  
County Administrator-File  
Linder & Brock

## **PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into between **Franklin County, a.k.a. Grand Old 4th**, hereinafter referred to as "**Franklin County**", and **Linder & Brock, a.k.a. Vocal Trash**, hereinafter referred to as the "**Contractor**", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

### **Purpose**

The purpose of this agreement is to allow Franklin County to retain the Contractor to perform two (2) one hour shows on July 4, 2006 and one (1) fifteen minute show on July 3, 2006 in connection with the project designated Grand Old 4th.

### **Scope Of Services**

The Contractor agrees to perform the services, identified in Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

### **Time For Performance**

Work under this contract shall commence upon the giving of written notice by Franklin County to the Contractor to proceed. The Contractor shall perform all services and provide all work product required July 3 and 4, 2006.

### **Payment**

The Contractor shall be paid \$7,500.00, plus sound and lights, and five (5) double hotel rooms, meals during stay and water during performance for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided in Exhibit A, page 1, paragraph 2A, attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$7,500.00, plus hotel rooms, without express written modification of the agreement signed by the Franklin County Commissioners.
- b. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon ascertainment and verification by the County of the completion of the performances under this agreement.



- c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and Washington State for a period of three (3) years after final payments. Copies shall be made available upon request.

### **Compliance With Laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

### **Indemnification**

The Contractor, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Contractor, its officers, agents, and employees in performing this contract. The Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Contractor expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

### **Insurance**

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

### **Independent Contractor**

The Contractor and Franklin County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employees of Contractor shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

### **Covenant Against Contingent Fees**

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **Discrimination Prohibited**

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

### **Assignment**

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

### **Non-Waiver**

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

### **Termination**

- a. Franklin County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Contractor.
- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by Franklin County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and Franklin County, if Franklin County so chooses.

### **Notices**

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

Grand Old 4th  
Franklin County Administrator  
1016 N. Fourth Avenue  
Pasco, WA 99301  
Attn: Fred H. Bowen

Notices to the Contractor shall be sent to the following address:

Liz Gregory Talent and Production Agency  
9 Music Square S. Suite 357  
Nashville, TN 37203  
Attn: Liz Gregory

### **Integrated Agreement**

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor supersedes all prior negotiations, representations, or agreements written or oral. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

### **Jurisdiction And Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

### **Changes, Modifications, and Amendments**

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

### **Severability**

If a provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end and the provisions of this Agreement are declared to be severable.

**All Writings Contained Herein**

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

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

This Contract shall take effect this 6 day of February, 2006.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER  
Franklin County, Washington

Firm: Liz Gregory Talent &  
Production Agency

  
Neva J. Corkrum, Chairman

By: Liz Gregory

  
Robert E. Koch, Chairman Pro Tem

Signature: Liz Gregory


  
Frank H. Brock, Member

Title: Agent

ATTEST BY:

Approved as to form:

  
Clerk of the Board

  
Ryan E. Verhulp,  
Chief Civil Prosecutor

# Talent and Production Agency

Fin # 93-1001987

Representing the best talent and serving your entertainment needs since 1983

**Agreement** made this 10th day of October, 2005 between Linder & Brock aka VOCAL TRASH (herein referred to as Artist) and Dan Blasdel (herein referred to as Purchaser.) For:

**1. Name and address of venue : THE GRAND OLE FOURTH TRADE RECREATION & AGRICULTURAL CENTER.**

Address: 6600 Burden Blvd. Pasco, WA

A DATE: Tuesday JULY 4, 2006

B Show Time: TBA (2) 1 hour shows.

C REPORT TO: Dan Blasdel

**2. Type of engagement:** (Specify whether dance, concert, fair, club or Festival, etc.) FESTIVAL Number of shows (2)  
Compensation agreed upon: (in U.S. Funds) \$7,500.00 PLUS RIDER& (5) Dbl. Motel Room, night of July 3rd.& 4th. Plus Sound and Lights, PLUS (1) Meal per day each. On the 4th. Act pays no per-cent on Merchandise Sales  
Unless otherwise specified, contract price shall include agent's commission

A. Payment as follows: \$1,125.00 Due to: Liz Gregory Talent and Remaining Balance of \$6,375.00 Due To: LINDER AND BROCK upon completion of contracted engagement.

B. All deposits and balance shall be in cash or cashier's check unless negotiated otherwise before play date.

C. Fair check or County/State Fair check is okay.

**4. Agent provisions:**

a. The undersigned agent is acknowledged to have fully performed upon the commencement of this engagement. Said Agent shall not be liable for the default of a Purchaser on the non-performance of the Artist.

b. If Artist is re-booked into this or any establishment owned or controlled by the Purchaser within 13 months from the termination of this agreement, Purchaser and Artist shall be jointly liable for commissions due to Agent.

**5. Tax Responsibility:**

The undersigned self-employed artist(s) have agreed for purposes of this engagement to per form as a JOINT ENTERPRISE in a entertainment unit called: VOCAL TRASH

The net contract price after commissions will be divided as gross income according to prior agreement and Each member will take responsibility to calculate his expenses of doing business and paying applicable Federal And State taxes as STEVE LINDER is designated by mutual agreement as spokesman and contractor with Authority to accept all funds payable under this contract on behalf of all members of the performing group.

**6. Other Considerations:**

a. If a contract rider is attached, that rider is a part of this contract, and must be reviewed, signed by purchaser and returned to the artist's representative with this contract.

B. Special Provisions : **TABLE FOR ACT TO SELL MERCHANDISE. ACT PAYS VENUE NO/ CHG.**

C. **DRESSING ROOM. WATER FOR STAGE. MEAL FOR BAND.**

D. Purchaser warrants that He/ She is authorized to sign for and on behalf of HIMSELF/HERSELF and the establishment where Artist is to perform. Purchaser warrants that there in no litigation or other agreement either written or oral to prevent full payment to Artist under this agreement.

Compensation agreed upon is guaranteed rain or shine as long as Artist is willing and ready to perform.

This contract becomes void, if Purchaser fails to sign and return same within 15 days of date issued.

Purchase: FRED BOWEN

Signature \_\_\_\_\_

Address: 1016 North 4th Ave.

City/State/Zip: PASCO, WA 99301

Telephone: (509) 727.3766 Dan's cell ph.

Artist : LINDER & BROCK ID# 75-2712862

SIGNATURE Steve Linder

c/o Liz Gregory Talent Intl. & Gregory Productions

Address: 9 Music Sq. So. Ste. 357

City/State/Zip: Nashville, TN 37203

Agent: Liz Gregory 888.455.7549

Liz Gregory  
9 Music Sq. S. Ste. 357  
Nashville TN 37203

Ph. 615.312.7058  
Mobile: 615-414-3498  
Fax. 615-312.7059  
E Mail: lizgregtal@aol.com

**VOCAL TRASH RIDER**

UPDATED 7-20-05

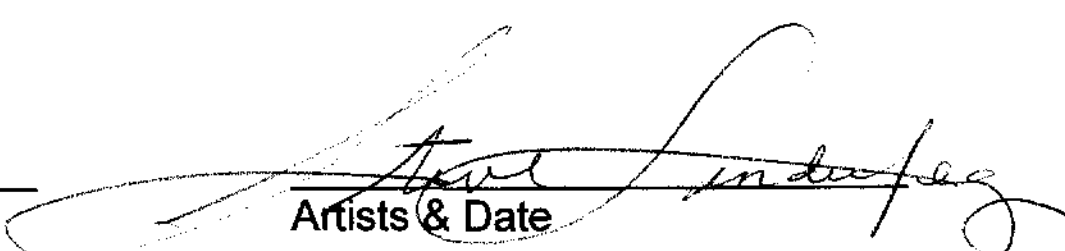
**"Purchaser"** agrees to provide for the following provisions, which are in addition to those agreements in the engagement agreement between **"Purchaser and Artist."** This rider, when signed by **"Purchaser and Artist,"** becomes part of the engagement agreement.

- 1) "Purchaser" agrees to provide an 8' x 8' Drum Riser.
- 2) "Purchaser" agrees to provide (2) stage hands at the time of load in and load out to assist "Artists."
- 3) "Purchaser" agrees that performance area will be made available to "Artists" and its crew no later than 1 hour before the advertised and scheduled time of "Artists" performance. In addition, "Artists" will be allowed to complete their sound check prior to the time the general public is allowed access to the venue.
- 4) "Purchaser" agrees to provide a dressing room for "Artists" and their crew, equipped with a mirror & electricity.
- 5) "Purchaser" agrees to provide deli tray, assorted fruit and vegetable tray, assorted sodas both regular & diet, and plenty of bottled water for "Artists" at load in. "Purchaser" also agrees to have plenty of bottled water on stage during "Artists" performance.
- 6) "Purchaser" agrees to provide hot meals to "Artists" when available.
- 7) "Purchaser" agrees to provide (5) Double Motel Rooms, (3) smoking & (2) non-smoking, the night or nights of the performances.
- 8) "Purchaser" agrees to provide one 8' table with 2 chairs for use of "Artists" to sell merchandise and sign autographs after show at no cost to "Artists." "Artists" will retain 100% of all merchandise sold.
- 9) If "Artists" are using their own sound, the crew needs (3) hours before scheduled performance time for setup & sound check.
- 10) If this is a fly date for "Artists," backline must be provided by "Purchaser" at no cost to "Artists." See addendum for backline requirements.
- 11) "Purchaser" will also provide (3) separate 30 amp circuits 110 Edison or (4) separate 20 amp circuits 110 Edison for "Artists" electrical needs.

Please know that these provisions are made for the purpose of the "Artists" and its crew being able to present a professional show for "Purchaser" and its patrons, as well as to eliminate any possible misunderstandings. Please feel free to discuss any item with "Artists" or "Artists Agent," as they are negotiable.

In regards to sound questions, please contact the following:  
Bruce Brock – Road Manager cell number (817) 538-2852

\_\_\_\_\_  
Purchaser & Date

  
\_\_\_\_\_  
Artists & Date

Liz Gregory Talent Intl.  
9 Music Square South  
Suite 357  
Nashville, TN 37203  
Phone: 615.885.9513  
1.888.455.7549  
Fax: 615.885.9536  
Cell: 615.414.3498  
Email: Lizgregtal@aol.com



## **VOCAL TRASH TRASH CAN & BACKLINE ADDENDUM**

### **Vocal Trash will need the following:**

- 1) (2) 33 gallon Galvanized Trash Cans with lids.(with Stationary handles)
- 2) (2) 20 gallon Galvanized Trash Cans with lids.(with Stationary handles)
- 3) (1) 33 gallon Plastic Trash Can for use as Bass Drum.
- 4) (2) 55 gallon Plastic Trash Cans for use as Bass Drum.
- 5) (4) Small Wooden Push Brooms

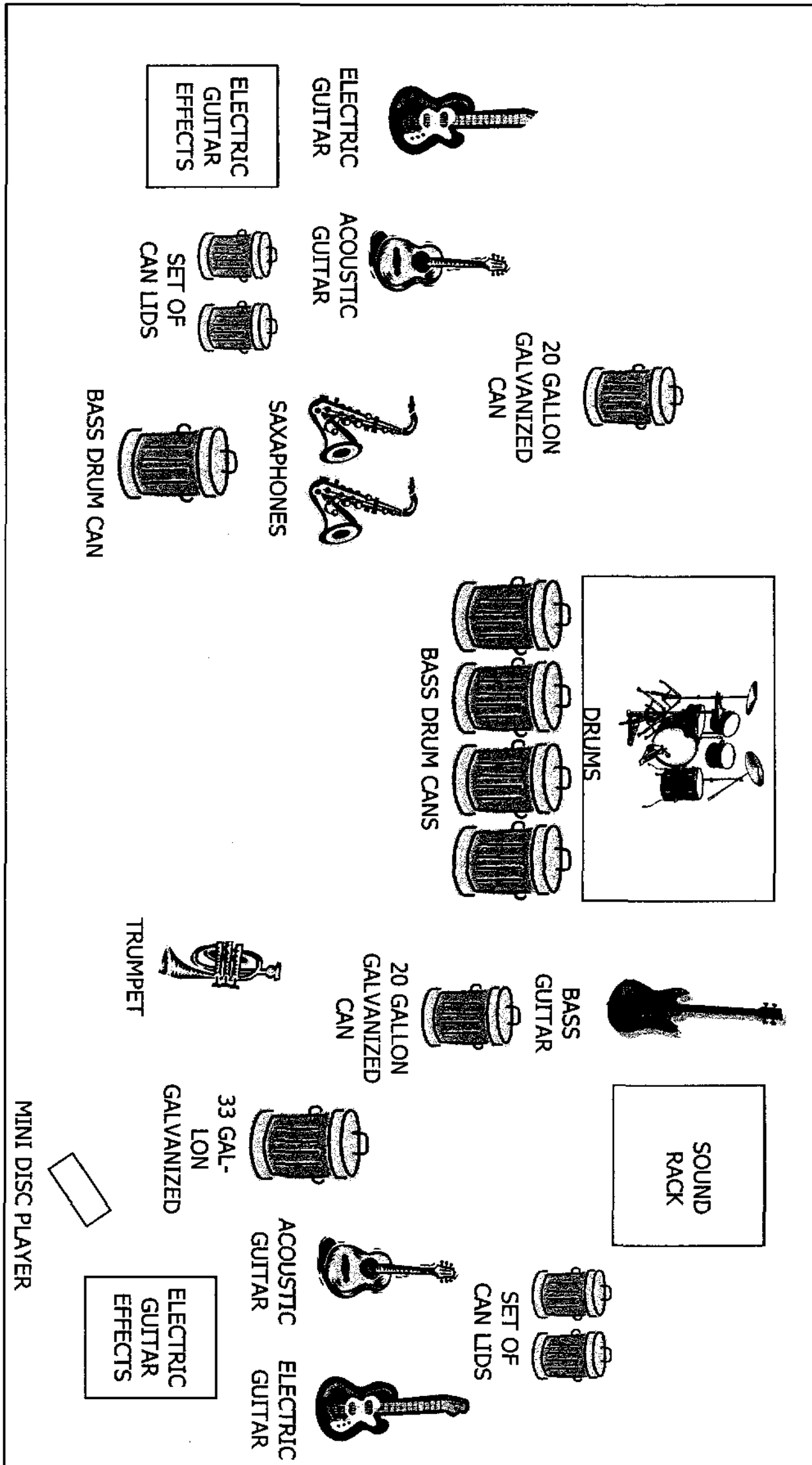
### **Vocal Trash will provide (if not a fly date):**

- 1) (4) Wireless in-ear monitors.
- 2) (4) Wireless headset mics & receivers.

### **Vocal Trash Backline for Flying Dates:**

- 1) (1) Five-piece drum kit with cymbals, hi hat, all hardware, & drum throne.
- 2) (2) Electric / acoustic guitars with straps & stands.
- 3) (1) electric guitar (Strat) with strap & stand
- 4) (1) Microphone & stand for use as Saxophone solo mic.
- 5) (6) DI's for 1/4" inputs.
- 6) (15) XLR cables for inputs.
- 7) (1) Monitor for Drums & (2) sidefills for stage.
- 8) (2) 55 Plastic Gallon Plastic Drums.
- 9) (3) 5 Gallon Water Bottles.
- 10) (4) Wireless in-ear monitors.
- 11) (4) Wireless headset mics & receivers.

# Vocal Trash Stage Plot



Contact Bruce Brock 817-538-2852

**FRANKLIN COUNTY RESOLUTION NO. 2006 084**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND  
SUZY HANER TO PERFORM TWO SHOWS EACH DAY JULY 1-4, 2006 AT  
THE GRAND OLD 4TH**

**WHEREAS**, Suzy Haner, Owner, the Suzy Haner Hypnosis Show, agrees to perform two (2) one (1) hour shows each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$5,400.00, plus RV accommodations;

**WHEREAS**, \$5,400.00 will be paid prior to the last performance July 4, 2006; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement between Franklin County and Suzy Haner to perform two (2) one (1) hour shows each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$5,400.00, plus RV accommodations.

**APPROVED** this 6<sup>th</sup> day of February 2006.

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

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Suzy Haner

cc: Accounting Department  
County Administrator File  
County Administrator - Invoice

## **PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into between **Franklin County**, hereinafter referred to as Franklin County, and "**The Suzy Haner Hypnosis Show**", hereinafter referred to as the Contractor, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

### **Purpose**

The purpose of this agreement is to allow Franklin County to retain the Contractor to perform two (2) one (1) hour shows per day, July 1-4, 2006 in connection with the project designated Grand Old 4th.

### **Scope Of Services**

The Contractor agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

### **Time For Performance**

Work under this contract shall commence upon the giving of written notice by the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 1-4, 2006.

### **Payment**

The Contractor shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be paid before the last performance, provided that the total amount of payment to the Contractor shall not exceed \$5,400, plus RV accommodations June 30 – July 4, 2006, without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. Final payment of any balance due the Contractor of the total contract prices earned will be made promptly upon ascertainment and verification by the County of the completion of the work under this agreement.

- c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and state for a period of three (3) years after final payments. Copies shall be made available upon request.

### **Compliance With Laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

### **Indemnification**

The Contractor, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Contractor, its officers, agents, and employees in performing this contract. The Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Contractor expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

### **Insurance**

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000

per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

### **Independent Contractor**

The Contractor and Franklin County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employees of Contractor shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

### **Covenant Against Contingent Fees**

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **Discrimination Prohibited**

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

**Assignment**

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

**Non-Waiver**

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

**Termination**

This contract can not be terminated by Franklin County or the Contractor.

**Notices**

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

Grand Old 4th  
Franklin County Administrator  
1016 N. Fourth Avenue  
Pasco, WA 99301  
Attn: Fred H. Bowen

Notices to the Contractor shall be sent to the following address:

Suzy Haner  
The Suzy Haner Hypnosis Show  
PO Box 78312  
Corona, CA 92877

### **Integrated Agreement**

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor supersedes all prior negotiations, representations, or agreements written or oral. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

### **Jurisdiction And Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

### **Changes, Modifications, and Amendments**

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

### **Severability**

If a provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end and the provisions of this Agreement are declared to be severable.

### **All Writings Contained Herein**

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



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

This Contract shall take effect this 1 day of February, 2006.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER  
Franklin County, Washington

Firm: The Suzy Haner Hypnosis Show

  
Neva J. Corkrum, Chairman

By: Susan Haner

  
Robert E. Koch, Chairman Pro Tem

Signature: Susan Haner

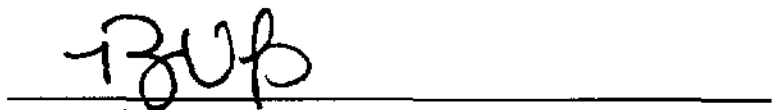
  
Frank H. Brock, Member

Title: Owner/Entertainer

ATTEST BY:

Approved as to form:

  
Clerk of the Board

  
Ryan E. Verhulp,  
Chief Civil Prosecutor

**Suzy Haner**  
*"The Suzy Haner Hypnosis Show"*  
**Engagement Agreement**

This AGREEMENT made on December 28, 2006 is between the undersigned purchaser of entertainment (hereinafter called "Purchaser"), TRAC/ Dan Blasedel and Hypnotist Suzy Haner, (hereinafter called "Entertainer"). WITNESSETH, that ENTERTAINER hereby agrees to provide PURCHASER with the following performance, severally, on the terms and conditions hereinafter set forth, and in consideration of mutual covenants, conditions and promises, hereinafter contained.

Entertainer: Suzy Haner -Hypnotist

Date of Engagement: July 2-4, 2006.

Performance Time: TBD .

Number and Length of Show :2 ( Two) 1 ( One ) Hour shows Per Day. All Shows to be Completed within a 5 hour period..

Purchaser :TRAC/ Dan Blasedel.

Place of Performance: TRAC 6500 Burden Blvd. Pasco, Washington 99301.

Contract Price:\$ 1,350.00 Per Day = 4,050.00.

Deposit Required: N/A

Balance: \$ 4,050.00 To Be Paid *BEFORE* The Performance .

**Checks shall be made payable to: Susan Haner .**

Remarks: Any attachment becomes a part of this contract. PURCHASER note: THIS DATE IS NON-CANCELABLE BY PURCHASER. If date is cancelled, any monies, deposits, etc. will not be returned. If any and all stipulations of this contract are not met, PURCHASER forfeits date, and agrees to pay full contract price.

1. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever without specific permission from the ENTERTAINER.
2. This contract covers personal appearance service only. Any radio or TV appearances in conjunction with this contract must have prior approval by ENTERTAINER.
3. Any appearance for any reason whatsoever other than herein stated times and places must be cleared prior to show date.
4. If this is an outdoor engagement and inclement weather conditions, such as rain, prevail, if ENTERTAINER is expected to perform, PURCHASER must furnish a well covered stage. In the event of inclement weather during an outdoor performance that causes cancellation or endangers the safety of the ENTERTAINER, the PURCHASER shall pay the full compensation as provided for herein.
5. If ENTERTAINER'S obligation to perform referred to herein is subject to detention or prevention due to sickness, inability to perform, accident, weather, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority of any cause, similar or dissimilar, beyond the ENTERTAINER'S control, it is understood and agreed that there shall be no claim for damages by PURCHASER and all obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ENTERTAINER is ready, willing and able to perform, PURCHASER shall pay the full compensation as provided for herein.
6. The ENTERTAINER will not be held responsible for the performance starting later than contracted as long as the delay of program is due to some factor controllable by the PURCHASER. No reduction in pay will result from such a delay.
7. Purchaser agrees to indemnify, defend and hold harmless the ENTERTAINER from all liability, damages, losses, injuries, expenses, and claims therefore directly or indirectly resulting from the performance of this agreement and/or any other circumstances.
8. Attached riders are an integral and binding part of this contract.
9. This agreement shall be governed under the laws of the State of California and any action brought pursuant thereto shall be brought in the County of Los Angeles, State of California.

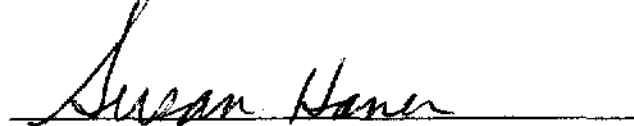
10. No alterations or variations to the terms of this agreement shall be valid unless made in writing and signed by all parties hereto. No oral understandings or agreements not incorporated herein, shall be binding on any parties hereto.

**ADDITIONAL STIPULATIONS:**

PURCHASER to provide sound system , stage, and lighting , (appropriate to size of venue),  
16 folding chairs and 1 table.

ENTERTAINER shall be referred to on fliers, printed programs, advertising, etc. as:  
"The Suzy Haner Hypnosis Show".

**COMMENCEMENT OF ENGAGEMENT TOGETHER WITH DELIVERY OF THIS CONTRACT IS  
DEEMED VERIFICATION OF AN ORAL AGREEMENT AND ACCEPTANCE OF ALL TERMS AND  
RIDERS.**

**ENTERTAINER:**

Susan Haner  
PO Box 78312  
Corona, CA 92877  
Ph / Fax (951) 817-8697  
Cell. (562) 547-5378

**PURCHASER:**

TRAC/ Dan Blasedel (509)546-5885  
1016 N. 4th Pasco, Wa. 99301

# Suzy Haner

## "The Suzy Haner Hypnosis Show" (Artist Rider - 2006)

Rider to contract for July 2-4, 2006 , between **Suzy Haner**, (hereinafter referred as "**Artist**"), and Trac / Dan Blasdel hereinafter referred to as "**Purchaser**").

To the **Purchaser**: We are not trying to be demanding in the least. The points here are simply what we need to put on the best possible performance for your audience. If there is anything that you have a problem with, please call us so that we may discuss it with you.

### Production Requirements:

1. **Stage:** Minimum stage dimentions: 24' wide X 12' deep X 2' high. Ceiling clearance from stage should be at least 8'. Stage must have front access stairs.

**Sound Sysytem:** A professional sound system, suitable to the size of the venue and capable of delivering a clear sound to a capacity crowd shall be provided by the purchaser. It must include a minimum of two (2) on-stage monitors. A professional sound technician shall be provided to operate the system. (note - **Artist** can provide sound system with operator for an additional fee).

**Additional Sound Requirements:** Two (2) XLR, (or 1/4" phone jack), inputs *on stage*. One (1) XLR, (with direct box), to *front of house*.

**Power:** A minimum of two (2) AC outlets *on stage*. One (1) AC outlet to *front of house*.

**Requirements for Videotaping:** Two (2) tables, (at least 6 feet in length), to *front of house*.

**Chairs:** Sixteen (16) chairs set up in a *single* row on stage to be provided by purchaser. Chairs should be folding type with no arms. One (1) table, (at least six feet in length), on stage.

### Additional Stipulations:

3. **Cancellation:** This contract is non-cancelable by Purchaser. If this contract is cancelled by PURCHASER, all monies, deposits, etc. will not be returned. If any and all stipulations are not met, PURCHASER forfeits date, and agrees to pay full contract price. This contract may be cancelled by Artist with 30 day written notice.
4. **Showtimes:** If there is to be more than one show per day, all *showtimes* must be within a five (5) hour period. All shows on the same day shall be performed on the *same* stage.
5. **Videotaping:** Videotaping of the show shall be the sole decision of the Artist.
6. **Merchandise:** The Artist shall have the right to sell merchandise, but is in no way obligated to do so. The Artist is entitled to *all* profits from such sales.
7. **Billing:** Artist shall be billed as "The Suzy Haner Hypnosis Show". We will be more than happy to provide you any promotional materials you may need, (pictures, bio's, artists logo, etc).
8. **Dressing Room:** A dressing room, (minimum 8' X 8'), with heating, air conditioning and a full length mirror shall be provided by purchaser.
9. **Meals:** ~~Purchaser will provide Three Meals and bottled water for Artist and Artist's assistants.~~ Per telephone conversation with Dan Blasdel

#### LODGING ACCOMMODATIONS:

1. **Rooms:** ~~Purchaser will provide one (1) non-smoking, double bed, hotel room. Room shall be available one day prior to engagement and through the morning after the last day of show(s).~~
2. **RV Accommodations:** An area large enough for a 35 ft. RV with slide-outs on both sides and truck with a 30 amp electrical hookup, Drain and water shall be provided by purchaser. This area shall be as close to the stage as is practically possible.

#### CANCELLATION:

1. **Acts of God:** Artist may cancel any performance prevented by debilitating illness, accident, riots or any other condition beyond the control of the Artist. If Artist has received a deposit for said performance, Artist will return said deposit within ten (10) days of cancellation if applicable.

2. **Inclement weather:** If artist is to perform outdoors, adequate protection from the elements, (e.g. sun, wind, rain etc.), shall be provided by purchaser. **Artist** shall have the sole right of determining, in good faith, whether inclement weather shall render the performance(s), hazardous , impossible or unsafe. If inclement weather causes show(s), to be cancelled, **Artist** shall be paid in full.
  
3. **Audience Participation:** Artist shall not be held financially responsible for shows cancelled due to lack of audience participation.

Agreed and Accepted:

Susan Haner

Artist: Susan Haner

Date : 12 - 28 - 05

\_\_\_\_\_

Purchaser : TRAC/ Dan Blasedel

Date : \_\_\_\_\_

## VOUCHER APPROVAL

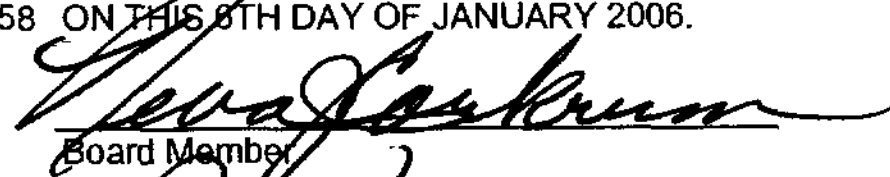
WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO  
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND  
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$17,433.58 ON THIS 6TH DAY OF JANUARY 2006.

COUNTY ROAD FUND

15000

150 000 001 540 00

2005 Vouchers

  
 Board Member

  
 Board Member

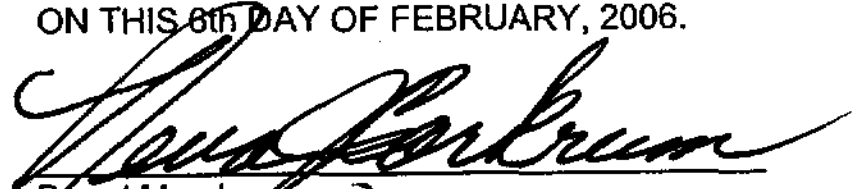
  
 Board Member


Voucher #	Claimant	Purpose	Amount
	ADVANCE OFFICE SYSTEMS	lease payment AFICIO AF-1045	687.71
	AVISTA UTILITIES	monthly service	734.53
	BIG BEND ELECTRIC COOP	monthly service	365.21
	BRUTZMAN'S, INC.	5x8 cards/adding machine paper	38.39
	CENTRYTEL	monthly service	37.62
	CITY OF PASCO	monthly service	73.28
	FASTENERS, INC.	gloves	17.33
	FRANKLIN CO INFO SERVICES	back-up phone/work orders	257.11
	GENERAL SUPPLY	soap/bath tissue/multifold towels	331.91
	HUSK OFFICE SUPPLIES	storage boxes/correction tape	55.80
	INLAND ASPHALT CO.	retainage CRP584	1408.55
	J-U-B ENGINEERS	professional services	392.94
	CAT TRACKS, INC.	ballast/5/8" minus	2456.04
	HSBC BUSINESS SOLUTIONS	HP 1320 laser printer	532.81
	L&D FARMS, INC.	cancelling vacate	400.00
	PORT OF PASCO	rent on bldg and land	3184.64
	SEDGWICK CMS	employer's quarterly report for indus. Insurance	1299.40
	SIERRA ELECTRIC, INC.	repair fixtures	282.66
	S.C.B.I.D.	2006 irrigation assessment	15.00
	TRI-CITY BATTERY	batteries	77.88
	U.S. LINEN	service	316.69
	W.S.A.C.	2006 transportation dues	2712.00
	W.S.A.C.E.	professional development conference	650.00
	4M JANITORIAL	monthly service	1106.08

## 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 \$29,488.26 ON THIS 6th DAY OF FEBRUARY, 2006.

**MV&PW EQUIPMENT FUND**  
**500 000 001**  
**548.60**

  
Board Member

  
Board Member

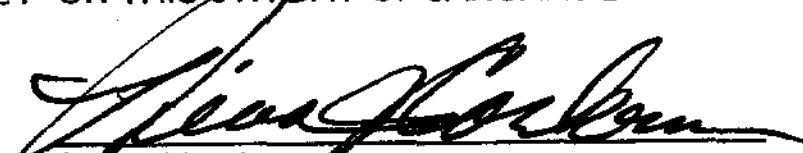
  
Board Member


Voucher #	Claimant	Purpose	Amount
	Astley's Automotive Warehouse	Air filter, carb cleaner	9.35
	Central Hose & Fittings, Inc.	Hydraulic hoses, stems, nipples, cable ties	410.33
	Chevron USA, Inc.	Unleaded	34.45
	Chevron Products Company	Oil/Grease	2,657.77
	City of Pasco	Service to Shop: 12/09/05-01/10/06	23.44
	Clyde West	Misc. gaskets, hub & drum assy.	1,237.60
	Critzer Equipment	Edges	9,613.08
	Day Wireless Systems	VHV mobile units, repairs, programming, parts	3,341.08
	Express Freight Service	Shipments from Transport Equipment, Spokane	18.61
	Financial Consultants Int'l., Inc.	Lease Payment #22: 2 Chevrolet Pick-ups	832.97
	Franklin County Information Serv.	Phone repair	30.00
	Geo-Line Positioning Systems	Sidecover seal, internal back-up battery	396.16
	G&R Ag Products, Inc.	Hose barb, pipe, elbow, tee, ball valve assy., valve	222.05
	Norco, Inc.	Spray paint, Tregaskiss tough lock retaining head	42.42
	Rockmount/Nassau	Carbide blades	184.78
	Rowand Machinery Co.	Cutting edge, bolts, washers, Dura-Max, idler	1,072.51
	Russ Dean Ford	Thermostat Assy., seal, rotor assy., pad, bushing	308.59
	Six States Distributors	Grind flat flywheel	50.20
	Stellar Industrial Supply	Sockets	50.96
	TIFCO Industries	Clamps, wheel weights, fuses, washers, tubing	313.13
	Traffic Safety Supply Co., Inc.	Posts, sleeves, anchors, rivets	1,447.76
	U.S. Linen	Monthly linen services	283.49
	Western Equipment Distributors	Seat cushion kit	240.50
	Wingfoot Commercial Tire, Inc.	Tires	1,334.09
	Wondrack Distributing	Leaded/Unleaded	4,876.57
	W.W. Grainger, Inc.	Thermal unit, extension cord, starter motor, bulbs	456.37



## 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 \$772.24 ON THIS 6TH DAY OF JANUARY 2006.

  
Board Member

  
Board Member

  
Board Member

SOLID WASTE FUND  
152 001 001  
539 10

Voucher #	Claimant	Purpose	Amount
	FRANKLIN CO PUBLIC WORKS	4th quarter services	405.56
	NORTHWEST CONTAINER RENTAL	recycle box rent	366.68

**VOUCHER APPROVAL**

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO  
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND  
APPROVED FOR PAYMENT IN THE AMOUNT OF \$271.61 ON THIS 6TH DAY OF JANUARY 2006.

**Probation Work Crew**  
**152 002 001**  
**523 30**

  
Board Member  
Board Member  
Board Member

Voucher #	Claimant	Purpose	Amount
	BDI TRANSFER	litter crew disposal costs	258.75
	CINGULAR WIRELESS	monthly service	12.86

FRANKLIN COUNTY RESOLUTION NO. 2006 085

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

RE: BFP PROJECT AGREEMENT BETWEEN FRANKLIN COUNTY AND STATE OF WASHINGTON OFFICE OF THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION

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, and

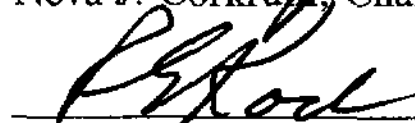
NOW, THEREFORE, BE IT RESOLVED that the attached agreement between Franklin County and State of Washington Office of the Interagency Committee for Outdoor Recreation is hereby approved by the Board.

APPROVED this 6 day of February, 2006.

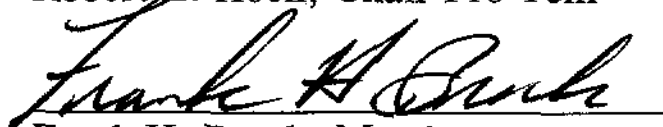
Approved:



Neva J. Corkrum, Chair



Robert E. Koch, Chair Pro Tem



Frank H. Brock, Member

Attest:

  
Clerk of the Board



# Boating Facilities Program

## Local Boating Program

### Post-Evaluation Project Summary

<b>TITLE:</b> Erwen Trust Boating Improvements			<b>NUMBER:</b> 05-1217D	(Development)
			<b>STATUS:</b> Board Funded	
<b>SPONSOR:</b> Franklin County Public Works			<b>EVALUATION SCORE:</b>	57.0000
			<b>BOARD RANKING:</b>	1 of 17
<b>COSTS:</b>			<b>SPONSOR MATCH:</b>	
Boating Facilities - Local	\$450,000	75%	Appropriation \ Cash	
Local	\$150,000	25%	Cash Donations	
			Donated Labor	
Total	\$600,000	100%		

**DESCRIPTION:**

The scope of the Erwen Trust Boating Improvements Project will be to realign and develop the boat launch area at the west end of Wade Park. Development will consist of a new boat ramp, courtesy float, bulkhead, and gangway. Additional scope elements include: grading and paving of the staging area and parking lot, graveling of the overflow parking area, landscaping, lighting, implementation of interconnecting trails, stormwater facilities as needed, and signing. All areas of the developed site will provide ADA accessibility.

Franklin County acquired the land for the parking area with IAC Boating Facilities Program (BFP) funding in 2001. This project will complete the first phase of development for this acquired parcel. All required permits will be obtained by the scheduled BFP Project Review Meeting date.

This is a joint project with the City of Pasco providing 50% of the match. The City of Pasco will be assuming the maintenance upon completion of the project site.

**LOCATION INFORMATION:**

Boat launch area on the west end of Wade Park on the Columbia River.

**COUNTY:** Franklin

**SCOPE (ELEMENTS):**

Architectural & Engineering	Parking	Trails
Fencing & Gates	Roads	Utilities
Landscaping	Sales Tax	Water Access Facilities
Lighting	Signing	
Park Amenities	Site Preparation	

**ANTICIPATED ACREAGE:**

ACREAGE TYPE	Acres To Be Acquired	Acres To Be Developed	Acres To Be Renovated
Uplands		1.28	1.05
WATERFRONT TYPE	Waterfront To Be Acquired	Waterfront To Be Developed	Waterfront To Be Renovated
River			240.00

<b>FISCAL YEAR:</b> 2006	<b>DATE PRINTED:</b> January 26, 2006
--------------------------	---------------------------------------



## Eligible Reimbursement Activities Report

**Project Sponsor:** Franklin County Public Works  
**Project Title:** Erwen Trust Boating Improvements

**Project Number:** 05-1217 D  
**IAC Approval:** 11/15/2005

### Development Items:

Items	Elements	Unit	Quantity	Description
Architectural & Engineering	A & E development	Lump Sum	1.00	
Fencing & Gates	Gates	Each	1.00	FCID Gate
Landscaping	Irrigation - manual for shrubs/planters	Sq Ft	11,500.00	Shoreline Revegetation
Lighting	General security	Lump sum	1.00	Three lights
Park Amenities	Park amenities - other	Lump sum	1.00	Trash receptacle
Parking	Curbs	Linear Ft	1,800.00	
Parking	Parking - bituminous	Spaces	19.00	4 Accessible
Parking	Parking - crushed rock	Spaces	26.00	0 Accessible
Parking	Striping	Lump sum	1.00	
Roads	Roads - asphaltic concrete	Linear Ft	700.00	28 ft 2" asphalt 4" rock
Sales Tax	Sales Tax	Lump Sum	1.00	
Signing	Miscellaneous signs	Lump sum	1.00	
Site Preparation	Clearing	Acres	0.99	
Site Preparation	Cut	Cubic Yds	5,000.00	
Site Preparation	Demolition	Lump sum	1.00	Old pump house and boat launch
Site Preparation	Erosion control	Lump sum	1.00	Revegetation and Hydroseeding
Site Preparation	Erosion control	Lump sum	1.00	Silt Fence and other BMP's
Site Preparation	Fill	Cubic Yds	4,000.00	
Site Preparation	Mobilization	Lump sum	1.00	
Trails	Trails - asphaltic concrete (LF)	Linear Ft	700.00	varies between 20' and 10' 2" ACP on 4" Rock
Utilities	Catch basins	Each	1.00	Stormwater system including drywells and retention basin
Utilities	Utilities - other	Lump sum	1.00	Underground pps and casings(under new asphalt for future RR)
Water Access Facilities	Loading floats - wood	Linear Ft	90.00	8' wide wood and composite material and 90' long
Water Access Facilities	Ramp - concrete plank	Lanes	2.00	2 Launch Ramps 16' wide by 111' long

**Milestone Report By Project**

**Project Number:** 05-1217 D  
**Project Name:** Erwen Trust Boating Improvements  
**Sponsor:** Franklin County Public Works  
**IAC Project Manager:** Dan Haws

X	!	Milestone	Target Date	Comments/Description
		Project Start	02/10/2006	
		Annual Project Billing	06/30/2006	
		Bid Awarded	09/30/2006	
	!	Construction Started	11/01/2006	
		Annual Project Billing	06/30/2007	
		Proposed Completion Date	07/31/2007	
	!	Project Complete	12/31/2007	
		Final Docs & Billing to IAC	03/31/2008	

**X = Milestone Complete**

**! = Critical Milestone**

**INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION**
**FORM A-19 State of Washington**
**INVOICE VOUCHER**

Agency Name

 Interagency Committee for Outdoor Recreation  
 P.O. Box 40917  
 Olympia, WA 98504-0917

Sponsor

 Franklin County Public Works  
 3416 Stearman Ave  
 Pasco, WA 99301

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services rendered to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

BY \_\_\_\_\_

(TITLE)

(DATE)

**To Be Completed By Sponsor**

Project Number	05-1217 D	Invoice #	1	From:	Billing Period	To:	This is a Final Billing?
Project Name	Erwen Trust Boating Improvements						Yes [ ] No [ ]
		Previous Expenditures To Date			Costs For This Billing		
CATEGORIES:	Project Agreement	Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
Development							
Construction	\$564,600.00						
A&E	\$35,400.00						
Development Total	\$600,000.00						
<b>TOTAL</b>	\$600,000.00						

**FUNDING & EXPENDITURE FORMULA  
For IAC Use ONLY**

Agreement Information			Previous IAC Reimbursements			
Sponsor:	25.00%	\$150,000.00	Total Billed			
IAC Federal:			IAC Share Billed			
IAC: BFP - LOCAL	75.00%	\$450,000.00	IAC Share Approved			
			Advance Balance			
			Match Owed Balance			
			IAC Share Retained			
			IAC Share Paid			
Agreement Total:	100.00%	\$600,000.00	Match Bank			
Doc Date	Current Doc No.	Ref Doc#	Vendor Number	Vendor Message		
			SWV0002298-09	05-1217 D		
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	
210	267	H05	93100	NZ	1	

**Certification For Payment**

Project Manager/Date	Release Final Pmt	Division Supervisor/Date	Accounting/Date
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## **Press Release Template**

### **Franklin County Public Works offered grant to develop areas for motorized recreational boating facilities.**

(Pasco) - Franklin County Public Works was awarded a grant of \$450,000 from the Boating Facilities Program, Local category. The grant was awarded by the Interagency Committee for Outdoor Recreation (IAC), and will be used for the following:

Franklin County, in a partnership with the City of Pasco, will use this Boating Facilities Program grant to realign and develop a boat launch area at the west end of Wade Park on the Columbia River. Work will include building a new boat ramp, courtesy float, bulkhead and gangway as well as paving a parking lot, laying gravel for an overflow parking area, landscaping and installing lighting and signs. The area will be assessable to people with disabilities. The City of Pasco will maintain the site. The county and city contributed \$150,000 in funding, donations and donated labor. This project was the top ranked project of 17 competing for funding. (05-1217D-FY06)

There were seventeen applications submitted for consideration in the Boating Facilities Program, Local category. Each project went through an evaluation process prior to being recommended for funding. The IAC Board approved funding for projects on Tuesday, November 15, 2005.

Funding for the Boating Facilities Program, Local category comes from a portion of the motor vehicle gasoline tax paid by boaters and not refunded as allowed by law. Franklin County Public Works will leverage local contributions totaling \$150,000 with grant monies to implement the project. Total estimated project cost is \$600,000. IAC is the state's administrator of the grant program.

Contact: Tim Fife, (509) 545-3514 (sponsor project manager)  
Dan Haws, (360) 902-3079, [danh@iac.wa.gov](mailto:danh@iac.wa.gov) (IAC project manager)



EXHIBIT 21  
**BFP Project Agreement**  
**Recreation Resource Account**

February 6, 2006

**Project Sponsor:** Franklin County Public Works  
**Project Title:** Erwen Trust Boating Improvements

**Project Number:** 05-1217D  
**Approval Date:** 11/15/2005

**A. PARTIES OF THE AGREEMENT**

This Project Grant Agreement (Agreement) is entered into between the Interagency Committee for Outdoor Recreation (IAC), P.O. Box 40917, Olympia, Washington 98504-0917 and Franklin County Public Works, 3416 Stearman Ave, Pasco, WA 99301 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the Recreation Resource Account of the State of Washington's General Fund. The grant is administered by the IAC to the Sponsor for the project named above.

**C. DESCRIPTION OF PROJECT**

The subject Project is described on the attached Project Summary.

**D. TERM OF AGREEMENT**

The Project Sponsor's on-going obligation for the above project is perpetual unless otherwise identified in this Agreement.

**E. PERIOD OF PERFORMANCE**

The Project reimbursement period shall begin on February 10, 2006 and end on December 31, 2007. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

**F. PROJECT FUNDING**

The total grant award provided by the IAC for this project shall not exceed \$450,000.00. The IAC shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
<b>IAC - Boating Facilities - Local</b>	75.00%	\$450,000.00
<b>Project Sponsor</b>	25.00%	\$150,000.00
<b>Total Project Cost</b>	100.00%	\$600,000.00

**G. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by IAC's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

**H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND IAC POLICIES**

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.25 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

**I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS**

(none)

**J. FEDERAL FUND INFORMATION**

(none)

**K. PROJECT GRANT AGREEMENT REPRESENTATIVE**

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

**Project Contact**

Name: Tim Fife  
Title: Director  
Address: 3416 Stearman Ave  
Pasco, WA 99301

**IAC**

Interagency Committee for Outdoor Recreation  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917  
[www.iac.wa.gov/iac/](http://www.iac.wa.gov/iac/)

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**L. ENTIRE AGREEMENT**

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**M. EFFECTIVE DATE**

This agreement, for project #05-1217D, shall be effective upon signing by all parties.

**STATE OF WASHINGTON****INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION**

BY: Laura E. Johnson

Laura E. Johnson, Director

DATE: 1/27/06

**PROJECT SPONSOR**

BY: Neus Carls

TITLE: Chairman, Franklin County Board of Commissioners

DATE: 2/6/06

Pre-approved as to form:

BY: /S/

Assistant Attorney General

## General Provisions

Table of Contents	Page
<b>A. Heading and Definitions</b>	
Section 1. Headings and Definitions.....	1
<b>B. Performance and Requirements (General Responsibilities)</b>	
Section 2. Performance by Sponsor.....	2
Section 3. Assignment.....	2
Section 4. Responsibility for Project.....	2
Section 5. Indemnification .....	2
Section 6. Independent Capacity of the Sponsor.....	2
Section 7. Conflict of Interest.....	2
Section 8. Acknowledgment and Signs.....	3
<b>C. Compliance with Laws, Records, and Inspections</b>	
Section 9. Compliance with Applicable Law .....	3
Section 10. Records Maintenance.....	4
Section 11. Access to Data .....	4
Section 12. Treatment of Assets .....	4
Section 13. Right of Inspection.....	4
Section 14. Stewardship and Monitoring.....	5
Section 15. Debarment Certification.....	5
<b>D. Funding, Reimbursements</b>	
Section 16. Project Funding .....	5
Section 17. Project Reimbursements .....	5
Section 18. Advance Payments.....	5
Section 19. Non-availability of Funds .....	6
Section 20. Recovery of Payments .....	6
Section 21. Covenant Against Contingent Fees.....	6
<b>E. Acquisition and/or Development/Restoration</b>	
Section 22. Provisions Applying to Development/Restoration Projects .....	6
Section 23. Provisions Applying to Acquisition Projects.....	7
Section 24. Hazardous Substances .....	7
<b>F. Facility Uses and Fees</b>	
Section 25. Restriction on Conversion of Facility to Other Uses.....	8
Section 26. Construction, Operation, Use and Maintenance of Assisted Projects .....	9
Section 27. Income and Income Use.....	9
Section 28. Preferences for Residents .....	9
<b>G. Special Provisions</b>	
Section 29. Provisions Related to Non-Profit or Not-For-Profit Sponsors.....	10
Section 30. Liability Insurance Requirements for Firearm Range Sponsors.....	10
Section 31. Requirements of the National Park Service .....	10

**H. Remedies and Disputes**

Section 32.	Order of Precedence .....	11
Section 33.	Amendments .....	11
Section 34.	Limitation of Authority .....	11
Section 35.	Waiver of Default .....	11
Section 36.	Application Representations—Misrepresentations or Inaccuracy or Breach .....	11
Section 37.	Termination and Other Remedies .....	11
Section 38.	Termination for Convenience .....	12
Section 39.	Dispute Hearing .....	12
Section 40.	Attorneys' Fees .....	12
Section 41.	Governing Law/Venue .....	13
Section 42.	Severability .....	13

**SECTION 1. HEADINGS AND DEFINITIONS**

A. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

B. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - The accord accepted by all parties to the present transaction; the Agreement, supplemental agreement, intergovernmental agreement, monitoring plan, and/or a landowner agreement between the Funding Board and a Sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the Funding Board.

Application - The forms and support documents approved by the Funding Board or its Director for use by applicants in soliciting project funds administered by the Office.

Asset - Equipment purchased by the Sponsor or acquired or transferred to the Sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, such as vehicles, computers or machinery.

Contractor - shall mean one not in the employment of the Sponsor who is performing all or part of the eligible activities for this projects under a separate Agreement with the Sponsor. The term "Contractor" and "Contractors" means Contractor(s) in any tier.

Development/Restoration - The construction, renovation, redevelopment, or installation of facilities to provide for outdoor recreation or natural resources.

Director - The Office Director or the Director's designee.

Funding Board - As identified in Paragraph A in the Agreement as either the (1) Interagency Committee for Outdoor Recreation (IAC) - The committee created under Chapter 79A.25.110 RCW includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state; (2) Salmon Recovery Funding Board (SRFB) - The Board created under Chapter 77.85.110 RCW, is comprised of five governor-appointed voting members (one a cabinet-level appointment) and five non-voting state officials: the Commissioner of Public Lands, the Secretary of Transportation, the Director of the Conservation Commission, the Director of Fish and Wildlife, and the Director of Ecology (or their designees); or (3) Hatchery Scientific Review Group (HSRG) - The independent Board established by Congress to ensure hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated.

Office - Office of the Interagency Committee - The Office provides support to the IAC, SRFB, and HSRG. The Office includes the Director and personnel, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

Landowner Agreement - A landowner agreement is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor for salmon recovery projects.

Milestone - Important date(s) tracked in the Agreement for monitoring the Project status.

Period of Performance - The time period specified in the Agreement, under Section E, Period of Performance.

Post Evaluation Summary - One of the documents used to summarize and describe the actions untaken in the Agreement.

Project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by the Office on behalf of the Funding Board.

Sponsor - The applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees and agents.

**SECTION 2. PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the Project as described in this Agreement, Post Evaluation Summary, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the Funding Board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 26.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

**SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the Funding Board.

**SECTION 4. RESPONSIBILITY FOR PROJECT**

While the Funding Board undertakes to assist the Sponsor with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Sponsor. The Funding Board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the Project, as those phases are applicable to this Project, is solely that of the Sponsor, as is responsibility for any claim or suit of any nature by any third party related in any way to the Project.

**SECTION 5. INDEMNIFICATION**

To the fullest extent permitted by the law, the Sponsor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the Sponsor's or any Contractor's performance or failure to perform the Agreement. Sponsor's obligation to indemnify, defend and hold harmless also includes any claim by Sponsor's agents, employees, representatives or any Contractor or its employees. Sponsor's obligation to defend includes payment of any costs or attorneys' fees. Sponsor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Sponsor, its Contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sponsor or its Contractors, agents, or employees. The Sponsor expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

**SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not employees or agents of the Funding Board or the Office. The Sponsor will not hold itself out as nor claim to be an officer or employee of the Office or of the state of Washington by reason hereof, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B.16 RCW.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

**SECTION 7. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Office may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by the Office that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Sponsor in the procurement of, or performance under this Agreement. In the event this Agreement is terminated as provided above, the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the

Agreement by the Sponsor. The rights and remedies of the Office provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Office makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes Hearing" clause of this Agreement.

In the event this Agreement is terminated as provided above, the Funding Board or the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of the Funding Board or the Office provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Funding Board or the Office makes any determination under this clause may be reviewed as provided in the "Disputes" clause of this Agreement.

#### **SECTION 8. ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the program to this Project in any release or other publication developed or modified for, or referring to, the Project.
- B. **Signs.** The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the program's funding contribution, unless exempted in Funding Board policy or waived by the Director.
- C. **Ceremonies.** The Sponsor shall notify the Office no later than two weeks before a dedication ceremony for this Project. The Sponsor shall verbally acknowledge the program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - 1. The percentage of the total costs of the Project that is financed with federal money;
  - 2. The dollar amount of federal funds for the Project; and
  - 3. The percentage and dollar amount of the total costs of the Project that is financed by nongovernmental sources.

#### **SECTION 9. COMPLIANCE WITH APPLICABLE LAW**

The Sponsor will implement the Agreement in accordance with applicable federal, state, and local laws and regulations.

The Sponsor shall comply with, and the Office is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to, State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (comprehensive areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the Funding Board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

For habitat restoration projects funded in part or whole with National Marine Fisheries Service funding, Sponsor shall not commence with clearing of riparian trees or in-water work unless and until an ESA consultation is completed and delivered by National Marine Fisheries Service to the Sponsor. Violation of this paragraph shall not be the basis for any enforcement responsibility by the IAC.

#### **SECTION 10. RECORDS MAINTENANCE**

The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Office, personnel duly authorized by the Office, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **SECTION 11. ACCESS TO DATA**

In compliance with chapter 39.29 RCW, the Sponsor shall provide access to data generated under this Agreement to the Office, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

#### **SECTION 12. TREATMENT OF ASSETS**

- A. Assets shall remain in the possession of the Sponsor for the duration of the project or program. When the Sponsor discontinues use of the asset(s) for the purpose for which it was funded, the Office will require the Sponsor deliver the asset(s) to the Office, dispose of the asset according to agency policies, or return the fair market value of the asset(s) to the Office. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by the Office in writing.
- B. The Sponsor shall be responsible for any loss or damage to assets which results from the negligence of the Sponsor or which results from the failure on the part of the Sponsor to maintain and administer that property in accordance with sound management practices.

#### **SECTION 13. RIGHT OF INSPECTION**

The Sponsor shall provide right of access to its facilities to the Office, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a Landowner Agreement has been executed, it may further stipulate and define the Funding Board and the Office's right to inspect and access lands acquired or developed with Funding Board assistance.



**SECTION 14. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the monitoring and stewardship plans as approved by the Funding Board or the Office. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the Funding Board.

**SECTION 15. DEBARMENT CERTIFICATION**

The Sponsor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. If requested by the Office, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sponsor for this Agreement shall be incorporated into this Agreement by reference.

**SECTION 16. PROJECT FUNDING**

- A. **Additional Amounts.** The Funding Board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the Funding Board or Director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by Funding Board policy. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the Funding Board may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

**SECTION 17. PROJECT REIMBURSEMENTS**

- A. **Compliance and Payment.** The obligation of the Office to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Sponsor.
- B. **Compliance and Retainage.** The Office reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Sponsor until the Project has been completed and approved by the Director. A Project is considered "complete" when:
  - 1. all approved or required activities outlined in the Agreement are complete;
  - 2. on-site signs are in place (if applicable);
  - 3. a final Project report is submitted to the Office with the Sponsor's final request for reimbursement;
  - 4. the completed Project has been approved by the Office;
  - 5. final amendments have been processed; and
  - 6. fiscal transactions are complete.
- C. **Invoice Frequency.** Invoices are required at least once a quarter from state agency sponsors and at least once a year from all other sponsors. The year-end invoice should include expenditures through June 30, the last day of the State's fiscal year and be submitted no later than July 15th. Final reimbursement requests should be submitted to the Office within ninety (90) days of the completion of the Project, funding end date, or the termination date, whichever comes first.

**SECTION 18. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to salmon grants and must comply with SRFB policy.

**SECTION 19. NON-AVAILABILITY OF FUNDS**

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the Office for expenditure for this Agreement in any biennial fiscal period, the Office shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the Office participation is suspended under this section for a continuous period of one year, the Office's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

**SECTION 20. RECOVERY OF PAYMENTS**

In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, the Office reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The Sponsor shall reimburse the Office for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by the Office. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

**SECTION 21. COVENANT AGAINST CONTINGENT FEES**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. The Office shall have the right, in the event of breach of this clause by the Sponsor, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT/RESTORATION PROJECTS**

The following provisions shall be in force only if the Project described in this Agreement is for development/restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. Construction Document Review and Approval. The Sponsor agrees to submit one copy of all construction plans and specifications to the Office for review. Review and approval by the Office will be for compliance with the terms of this Agreement.
- B. Contracts for Construction. Sponsor shall award all contracts for construction using whatever method is appropriate and legal for the Sponsor.
- C. Construction Contract Change Order. Only change orders that significantly reduce or change the scope of the Project as described to and approved by the Funding Board or the Office must receive prior written approval.
- D. Control and Tenure. Appropriate control and tenure of the land proposed for use must be executed and documented.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this Project:

"During the performance of this contract, the Sponsor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

**SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of interest in real property for outdoor recreation, habitat conservation, or salmon recovery purposes:

- A. Evidence of Land Value. Before disbursement of funds by the Office as provided under this Agreement, the Sponsor agrees to supply evidence to the Office that the land acquisition cost has been established per Funding Board policy.
- B. Evidence of Title. The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Deed of Right to Use Land for Public Purposes. The Sponsor agrees to execute an instrument or instruments which contain:
  - 1. the legal description of the property acquired under this Agreement;
  - 2. a conveyance to the State of Washington of the right to use the described real property forever for the purpose identified in the Agreement; and
  - 3. a requirement to comply with applicable statutes, rules, and the Funding Board policies with respect to conversion of use.
- D. Assignment of Right. When acquiring a conservation easement, the Sponsor agrees to execute an instrument or instruments that contain:
  - 1. The legal description of the conservation easement acquired under this Agreement;
  - 2. An assignment to the State of certain rights for access to and stewardship of the property covered by the conservation easement;
  - 3. Acknowledgement of the right of the Funding Board and the Office for enforcement of the provisions of the conservation easement; and
  - 4. A statement that the Sponsor will retain all responsibility for obligations under the terms of the conservation easement.
- E. Real Property Acquisition and Relocation Assistance
  - 1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
  - 2. When state funds are part of this Agreement, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26.010 RCW), and Chapter 468-100 WAC.
  - 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance required.

**SECTION 24. HAZARDOUS SUBSTANCES**

- A. Definition. "Hazardous substance," as defined in Chapter 70.105D.020 (7) RCW, means:
  - 1. Any dangerous or extremely hazardous waste as defined in Chapter 70.105.010(5) and (6) RCW, or any dangerous or extremely dangerous waste designated by rule pursuant to Chapter 70.105 RCW;
  - 2. Any hazardous substance as defined in Chapter 70.105.010(14) RCW or any hazardous substance as defined by rule pursuant to Chapter 70.105. RCW;
  - 3. Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);
  - 4. Petroleum or petroleum products; and

5. Any substance or category of substances, including solid waste decomposition products, determined by the director [or director's designee of the department of ecology] by rule to present a threat to human health or the environment if released into the environment.
  6. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.
- B. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify:
- (1) No hazardous substances were found on the site, or
  - (2) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- C. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- D. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the Office and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

## **SECTION 25. RESTRICTION ON CONVERSION OF FACILITY TO OTHER USES**

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the Funding Board or Director, in compliance with applicable statutes, rules, and Funding Board policies as identified in this Agreement. It is the intent of Funding Board's conversion policy that all lands acquired and all lands developed with funding assistance from the Funding Board remain in the public domain in perpetuity unless otherwise identified in the Agreement.

- A. By Funding Board policy a conversion may occur under any of the following circumstances:
1. **Conveyance.** Property interests are conveyed for purposes inconsistent with the intent of the Agreement and the funding source.
  2. **Use.** Non-eligible uses (public or private) are made of the Project area, or portion thereof.
  3. **Eligibility.** Non-eligible facilities are developed within the Project area without prior approval of the Funding Board or the Office.
  4. **Termination of Use/Non-Conformance.** The property acquired or project developed no longer meets or conforms to the intent of the Agreement or the funding source.
- B. **Element Change.** When approved by the Funding Board or Director, certain elements may be deleted from the Agreement without invoking the requirement to replace the elements. Such deletions are allowed when the Funding Board or Director determines that the elements are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence
  2. Extraordinary vandalism
  3. Acts of Nature
  4. Designed life expectancy reached
  5. Fire
  6. Property or property rights lost as a result of legal action
  7. ICC National Trails System Act reversion order (*National Trails System Act 8(d)*, 16 U.S.C. § 1247(d); WAC 286-27-060(2)).

**SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

Sponsors must ensure that properties or facilities assisted with Funding Board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

Facilities open to the public must:

- E. Follow all state and federal accessibility guidelines.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use at reasonable hours and times of the year, according to the type of area or facility.

**SECTION 27. INCOME AND INCOME USE****A. Income.**

- 1. *Compatible source.* The source of any income generated in a Funding Board assisted Project or project area must be compatible with the funding source and the Agreement.
- 2. *Fees.* User and/or other fees may be charged in connection with land acquired or facilities developed with Funding Board grants if the fees are consistent with the:
  - (a) Value of any service(s) furnished;
  - (b) Value of any opportunity(ies) furnished; and
  - (c) Prevailing range of public fees in the state for the activity involved.

*Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.252.210 RCW).*

**B. Income use.** Regardless of whether income or fees in a Funding Board-assisted area (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state law, the revenue may only be used to offset:

- 1. the Sponsor's matching funds; and/or
- 2. the Project's total cost; and/or
- 3. the expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the Funding Board grant; and/or
- 4. the expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system; and/or
- 5. capital expenses for similar acquisition and/or development.

**SECTION 28. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the Funding Board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

**SECTION 29. PROVISIONS RELATED TO NON-PROFIT OR NOT-FOR-PROFIT SPONSORS**

A non-profit or not-for-profit organization sponsor shall:

- A. Maintain a non-profit or not-for-profit status (including registering with the Washington Secretary of State) throughout the Sponsor's obligation to the Project as identified in this Agreement.
- B. Notify the Office prior to dissolution and within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program *and* capable of complying with the terms and conditions of this Agreement. The Office will process an amendment transferring the Sponsor's obligation to the qualified successor.
- C. Provide for operation and maintenance of the project. Should the Sponsor fail in this obligation for any reason, the Project will be considered converted or a failed project, and be subject to all remedies available to the Funding Board and the Office.

**SECTION 30. LIABILITY INSURANCE REQUIREMENTS FOR FIREARM RANGE SPONSORS**

- A. The Sponsor<sup>1</sup> shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the Funding Board, and the Office as additional insureds and shall be in a form approved by the Funding Board or Director.
- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the Office not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the Funding Board.
- F. By this requirement, the Funding Board and the Office does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

**SECTION 31. REQUIREMENTS OF THE NATIONAL PARK SERVICE**

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (LWCF), the Agreement General Provisions in Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual* as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the Office with reports or documents needed to meet the requirements of the Agreement or Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual*.

<sup>1</sup> As used in this Section, Sponsor refers to Firearms Range Sponsors.



**SECTION 32. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project Agreement including attachments;
- C. Additional Provisions or Modifications of General Provisions;
- D. General Provisions.

**SECTION 33. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**SECTION 34. LIMITATION OF AUTHORITY**

Only the Office or Office's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Office.

**SECTION 35. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director, or the Director's designee, and attached to the original Agreement.

**SECTION 36. APPLICATION REPRESENTATIONS - MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Board and the Office rely upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**SECTION 37. TERMINATION AND OTHER REMEDIES**

The Funding Board and the Office may require strict compliance by the Sponsor with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and Funding Board policies which are incorporated into this Agreement, and with the representations of the Sponsor in its application for a grant as finally approved by the Funding Board.

The Funding Board or the Director, may suspend, or may terminate, the obligation to provide funding to the Sponsor under this Agreement:

- A. In the event of any breach by the Sponsor of any of the Sponsor's obligations under this Agreement;  
or
- B. If the Sponsor fails to make progress satisfactory to the Funding Board or Director toward completion of the Project by the completion date set out in this Agreement.

In the event this Agreement is terminated by the Funding Board or Director, under this section or any other section after any portion of the grant amount has been paid to the Sponsor under this Agreement, the Funding Board or Director may require that any amount paid be repaid to the Office for redeposit into the account from which the funds were derived.

The Funding Board and the Office may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the Office. No remedy available to the Funding Board or the Office shall be deemed exclusive. The Funding Board or the Office may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

#### **SECTION 38. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, the Office may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the Office shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

#### **SECTION 39. DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the Funding Board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the Funding Board's Chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

#### **SECTION 40. ATTORNEYS' FEES**

If either party brings litigation to enforce any term or condition of this Agreement, or as a result of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.



**SECTION 41. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this agreement is between the Funding Board and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The State of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the State of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the State of Washington and its officers and employees may not exceed the amount provided for in Section F- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the State of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and State and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

**SECTION 42. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.



# FRANKLIN COUNTY

## PUBLIC WORKS DEPARTMENT

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

DATE: February 6, 2006  
TF-06-012

TO: Board of County Commissioners  
Franklin County, Washington

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

SUBJECT: 2006 Roadside Vegetation Spray Contract

We received two spray proposals for the 2006 Roadside Vegetation Spraying. Staff has reviewed both proposals.


Please consider this our formal recommendation to award the 2006 Roadside Vegetation Spraying to Darry-Air, Inc. from Ephrata, Washington. They were the lowest responsive proposal that we received. They have been spraying for us for the last three years and have been doing an excellent job.

This contract can be extended annually for up to three years.

Your review and approval is hereby recommended in accordance with the attached staff review.

Dated this 6 day of February, 2006.


Recommended:

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

Approved:

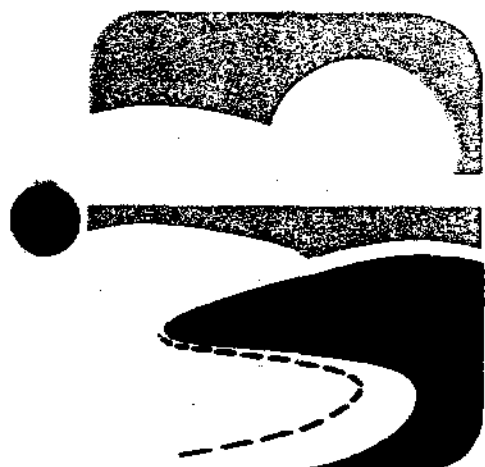
  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk of the Board



# FRANKLIN COUNTY

## PUBLIC WORKS DEPARTMENT

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

DATE: February 1, 2006  
RH-06-30

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

FROM: Ron Horn *RH*  
Road Superintendent

SUBJECT: 2006 Roadside Vegetation Spray Proposals

We recently received proposals from vendors interested in providing roadside vegetation spraying services for Franklin County. After careful consideration of the proposals and the references received, I recommend we contract with Darry-Air, Inc. My recommendation is based on the following reasons:

- 1) They have a proven track history in Franklin County by performing the roadside vegetation spraying the last 3 years with good results.
- 2) They have several licensed spray operators who are experienced working on rights of way
- 3) They have expressed a willingness and the ability to move into the county with up to four or five 1,600-gallon spray trucks and cover the roads in a timely manner when the weeds are at their most susceptible to spraying
- 4) Although it was not the primary consideration, their proposal was substantially less per lane mile than the competitors.

12) One Trumpet

13) One Tenor Saxophone

14) One Alto Saxophone

15) (4) 5 Gal. Painter Buckets