

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for February 15, 2006

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Neva J. Corkrum, Chairman; and Frank H. Brock, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Bob Koch, Chair Pro Tem, was absent to attend the Region 8 Public Health Emergency Preparedness and Response Tabletop Exercise: Pandemic Influenza, Now What?

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board. Present in audience: Wayne McAnn, Sharon Paradis and Shannon Jones.

Consent Agenda

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

1. Approval of **Resolution 2006-100** creating line item 594.12.64.1651 (Superior Court Furniture) within the 2006 Miscellaneous Courthouse Renovation Fund, #310-000-001 and intra budget transfer in the amount of \$25,500 within the 2006 Miscellaneous Courthouse Renovation Fund, #310-000-001, from line item 519.19.60.0000 (Capital Outlay-Courthouse Renovation) to line item 594.12.64.1651 (Superior Court Furniture). (Exhibit 1)
2. Approval of **Resolution 2006-101** in the matter of appointing Todd Dixon to the Benton-Franklin Workforce Development Council to fill the B-1 position for Employment Services, effective February 3, 2006 and through June 30, 2009. (Exhibit 2)
3. Approval of **Resolution 2006-102** creating line item 594.00.64.3502 (Computer Software) within the Capital Outlay Budget, #001-000-710 and inter budget transfer in the amount of \$10,000 within the Capital Outlay Budget, #001-000-710, from line item 594.00.64.3501 (Computer Hardware) to line item 594.00.64.3502 (Computer Software). (Exhibit 3)
4. Approval of **Resolution 2006-103** authorizing the purchase of receipting software from Compu-tech Inc., to be used in the Treasurer's Office and to be paid from the Capital Outlay Budget, #001-000-710, line item 594.00.64.3502 (Computer Software), in an amount not to exceed \$5,700. (Exhibit 4)

Second by Mrs. Corkrum. 2:0 vote in favor.

Vouchers/Warrants

**Motion** - Mr. Brock: I move for approval of payment of the vouchers as listed: Current Expense warrants 49334 through 49423 for \$1688.54; Current Expense warrants 49424

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through 49443 for \$17,805.93; Auditor O&M warrants 358 and 359 for \$20,843.80; Franklin County Unemployment Fund warrant 94 for \$16,371.16; and Election Equipment warrants 311 and 312 for \$16,810.73; for a total amount of \$73,520.16. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 5)

**JUVENILE JUSTICE CENTER (JJJC)**

JJC Director Sharon Paradis and Finance Manager Shannon Jones met with the Board. Present in audience: Wayne McAnn of ARAMARK.

Detention Food Services

Ms. Paradis gave the Board a memo explaining her request to issue an RFP for food service in Detention. Currently the food is coming from the Benton County Jail. The Health District allows a four-hour period of time for food to be served. Ms. Paradis said the maximum time has been at two hours on occasion. She thinks it is usually substantially less than that. The average daily inmate population is currently 45 or 46. Prior to this arrangement, the JJC tried to handle food service with part-time temporary help. Because the hours are so staggered, it was difficult, almost impossible, to find staff to fill the positions. If the JJC used inmates to serve the food, we would have to train them and they would have to have food handler permits.

The contract is still in place. Ms. Paradis said the RFP would specifically include a clause that says we do not have to offer a contract to anybody who bids so that we could stay with the current contract. The system is working. Ms. Paradis' concern is the potential risk for contamination from old food and from temperatures of the food.

The Board **gave approval** to go forward with an RFP.

Mrs. Corkrum would be in favor of having a contractor come in to do the food work at the JJC rather than being staff members of the JJC.

Ms. Paradis said if the system changes, the JJC would not have a lease agreement for a contractor to do the work. The county's bonding attorney has advised her that a private company cannot lease the facility because of taxpayer dollars funding the facility.

Space at JJC for Franklin County staff

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Mr. Bowen told Ms. Paradis that Franklin County Clerk Mike Killian has requested a space be made available at the JJC for his staff to use for files and perhaps a desk area. Ms. Paradis will talk to Mr. Killian to find out what amount of space is needed. She said the vault is nearly full. The JJC is running out of office space. Mr. Bowen said Franklin County staff used space in the past but has not done so recently.

**PLANNING AND DEVELOPMENT DEPARTMENT**

Planning Director Jerrod MacPherson met with the Board.

Building Department Update

The January 2006 Building Department update was reviewed.

City of Connell

Mr. MacPherson said the City of Connell approved the County's offer to provide building inspection services for the new prison. Mr. MacPherson asked if the Board wants him to move forward to prepare a contract. The Board **gave approval**.

Mr. MacPherson said the first phase of the prison is for 1200 beds.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board. Present in audience: Assistant Engineer Guy Walters, Pasco Mayor Joyce Olson, Pasco City Councilman Robert Hoffmann, Stan Strebel from City of Pasco, and Wanda L. Louder and Bob Scott from the Franklin County Parks Boards.

Assignment of Funds: Bosch Estates II

Mr. Fife said Gary Bosch has requested approval to assign a \$71,000 deposit to the county to do roads, utilities and fencing in Bosch Estates II instead of a performance bond. Mr. Bosch would like to have the final plat approved prior to completion. The agreement has been reviewed by the prosecutor's office. Mr. Fife said the \$71,000 will be put in Yakima Federal Savings and Loan. As the work is completed by Mr. Bosch, funds will be released to him.

**Motion** – Mr. Brock: I move for the approval of Resolution 2006-104 in regard to our agreement with Gary Bosch and set aside funds for his development as so specified.

Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 6)

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Amending CRP 588: Dradie Street

Mr. Fife asked for Board direction regarding amending CRP 588 on Dradie Street to extend the paving project to Road 52. Originally some right-of-way was not available but it has now been made available. The cost is estimated at \$22,000. There is \$50,000 set up in the Public Works budget for miscellaneous projects. Mr. Fife's opinion is that we might as well finish the project at this time. The Board **gave approval** to proceed with preparing paperwork.

**Recessed** at 9:41 a.m.

**Reconvened** at 9:52 a.m.

Erwen Trust Boat Launch

Mrs. Corkrum said we're here today to accept a check from the Interagency Committee for Outdoor Recreation (IAC) for the Wade Park Boat Launch in conjunction with the city, the Parks Board, Franklin County and the IAC.

Jeff Parsons is a board member of IAC living in Leavenworth. He presented the award, reading from a statement (Exhibit 7).

Mrs. Corkrum thanked Mr. Parsons.

Joyce Olson, mayor of City of Pasco, said it's nice to see funds returned to local communities. She expressed thanks to Stan Strebel, Franklin County and Tim Fife. She is pleased with the cooperation that exists between the entities.

Mrs. Corkrum thanked Tim Fife and his staff and the Parks Board. Mr. Fife thanked Stan Strebel.

**TRAC**

TRAC Manager Troy Woody met with the Board.

Master Capital Plan: Horse Stall Project

Mr. Woody showed the Board a drawing of the new configuration for the horse stall area and warm-up arena. The warm-up arena has been enlarged to be almost the size of the main arena. There are now 250 permanent outdoor stalls (up from 140). The 130 temporary stalls that used to be used in the Pavilion are being set up permanently outside. TRAC staff is doing the work of building the roofs. The cost estimate was \$5000 to

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\$6000. However, the cost now is \$40,000 because the price of metal has increased so much. If we use chain link fence poles and galvanized metal and we do all the construction ourselves, it will cost \$40,000 for material.

Mr. Brock asked what will the stalls be set on? Mr. Woody said they will be set on the dirt, just like the existing ones. Mr. Brock said he is concerned about the stalls rusting out. Mr. Woody said they are the same exact stalls as the outside stalls except without a roof. They will be set in the ground just like the existing stalls. Mr. Woody said about every three sections, a post will be sunk in concrete in the ground and the stalls will be set over the top and screwed in, just like the other stalls.

The advantage to TRAC is that now for large horse events, the groups can pay someone to fill the pavilion with temporary stalls used at a promoter's cost. Then we will have a total of 400 to 500 stalls.

Mrs. Corkrum asked how are you going to handle the waste byproduct? Mr. Woody said we will scoop it and run the dump truck. Other than staffing, that's a minor issue. After a show, the manure will be loaded the next day and sent off the site.

Mr. Woody said there is already one signed contract and one pending for two different miniature horse shows for four years, a \$30,000 minimum rent. Other horse shows are expected to also book TRAC.

Mr. Woody showed the Board projected amounts for building rental and some minimal stall rental. He said if metal is not used for the roofs, plywood could be used with no framing.

Mr. Brock said I think what you're doing is good because you're utilizing our space better.

Mr. Bowen said there is enough money in the .08 money (Budget Fund 280-000-001, GO 1999 Distressed Capital Bonds) to do some of these capital projects. The question is where the priorities are. The two Expo Hall projects will cost about \$100,000 each. Mr. Bowen and Mr. Woody have met with City of Pasco officials. The City of Pasco asked TRAC to finish the five-year plan first.

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There was discussion about anticipated projects and funding sources. Proposed projects include: sale of commercial property near TRAC and improving several parking lots, two Expo Hall projects, and gutting the rodeo arena and putting in new seating. Mr. Bowen noted that Ben Franklin Transit plans to spend \$250,000 towards improving the parking lots.

Mr. Bowen said the Board needs to decide which are the priority projects. Mr. Brock said the carpet in the Expo Hall would be his first priority. Mr. Woody said if the City of Pasco does not participate in the costs of the Expo Hall work, some items could be taken out of the proposal. The proposal includes new lights, removing heaters, painting ceiling, painting walls, and carpet on floor. Mr. Bowen said if we're going to redo the lights, they need to be raised so volleyball tournaments can use the Expo Hall.

Mr. Woody said we're moving forward on the horse stalls. The question is whether we use plywood or steel. Mr. Woody said the plywood can be used for other things later. He does not know what.

There is money available in the Fund 280-000-002 (.08 fund). Mrs. Corkrum said the request should be run by the City of Pasco. Mr. Bowen said the city's position is the .08 money is there for the community. The city is more agreeable to doing those projects with the .08 money than using other funds. The Board asked Mr. Bowen to obtain exact figures of the balance in the .08 fund.

Mr. Woody reviewed a grid listing three big projects and figures of what he feels is a conservative return on investments. The boardroom that has been being used as a storage room is being converted back to a boardroom to be rented out. There is now an additional storage area.

Because of the winds, Mr. Brock does not want to cut corners on putting roofs on the horse stalls.

Mr. Woody would eventually like to put hard rubber mats in the stalls. He feels they are less expensive and a better alternative than concrete. He does not know the cost for the mats. He will buy mats over time. Leveling is being done for the stalls. The metal for the roofs would be the same gauge as the current metal horse stall roofs.

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Mr. Bowen asked is there interior plywood in the stalls. Mr. Woody said some have it and some don't.

The wash rack will remain where it is. More power and water spigots are being installed.

The grid also shows figures for improvements of an additional RV Park and arena upgrade. If an RV Park is added, a full-time RV Park manager would be needed.

Rental of Courthouse to groups

Chief Civil Deputy Prosecutor Ryan Verhulp joined the meeting.

Mr. Bowen told the Board about a request to rent the courthouse rotunda by a group. Mr. Verhulp will review the laws about renting the courthouse. Mrs. Corkrum thinks it is possible because the State Capitol is used for the Governor's ball. Mr. Bowen said rental funds received could be put into a maintenance fund. Mrs. Corkrum said the agreements could include a refundable damage deposit.

Outdoor Practice Arena Covering

Mr. Woody said a horse group who uses TRAC obtained a bid for covering the outdoor practice arena. The bids are in the range of nearly a quarter of a million dollars. For a few hundred dollars, a grant writer will try to find some grant funding to do the project perhaps as a 4-H project. TRAC could allow free use of the outdoor arena by 4-H groups and free horse riding time for others.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

New Waste Inc.

Mr. Verhulp asked for Board approval of a letter to Baker Boyer Bank authorizing release of \$20,670.95 for the 2006 post-closure estimated expenses to Larry Dietrich. The Department of Health has approved this disbursement. Mr. Verhulp does not know the amount left in the account. Mr. Verhulp does not expect additional expenses to be incurred in 2006.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-105 as specified and allow the chairman to sign the letter. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 8)

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**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board. Also present: Auditor Zona Lenhart.

Courthouse Benches

There is a concern about people carving on the courthouse benches. Some historic benches will be put in a storage area. There are two 14-foot benches that will not fit in the storage area. Mr. Bowen recommended putting them upstairs for people to use as they wait in the hallway. They have been completely refinished.

Ms. Lenhart asked if the 14' benches can be put in the public waiting area in Elections. However, the Elections area is not in the courthouse. Mrs. Corkrum said we need benches, one by the Prosecutor's Office and one outside the courtroom. There will be cameras in the corridors.

The Board said to put the benches outside the courtrooms. A camera will be placed above them.

**AUDITOR**

Auditor Zona Lenhart met with the Board.

Accountant Supervisor

Ms. Lenhart gave the Board a draft job description for the new accounting position.

Contract for ForeFront Elections

Ms. Lenhart asked for approval of a contract with consultant Scott Konapasek of ForeFront Elections, LLC.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-106 as specified. Second by Mrs. Corkrum. 2:0 vote in favor. (Exhibit 9)

Elections Building

Ms. Lenhart is already getting estimates for Elections building renovation work. She told the Board about some of the work that needs to be done.

February Special Election Certification Process

Ms. Lenhart explained how the election certification process works.



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Website Development for Recording, Accounting, Department of Licensing and Elections

Ms. Lenhart said a HAVA grant may be available to pay for website development work specifically for the Elections Department. She explained what a particular software system would do. She wants to be able to have the Recording website developed also. The Accounting area will also be tied in to the website.

**DISTRICT COURT**

District Court Clerk Terrie Yonts and Attorney Tim Klashke met with the Board.

Contract Negotiations

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

**Open Session** at 11:45 a.m.

No decisions were made.

**COUNTY ADMINISTRATOR (continuing)**

Budget 280-000-002 (.08 funds)

Mr. Bowen gave the Board some figures from the current .08 funds.

The Board said we could easily take \$40,000 out of the fund for the horse barn roofs. Mr. Bowen will review the figures further.

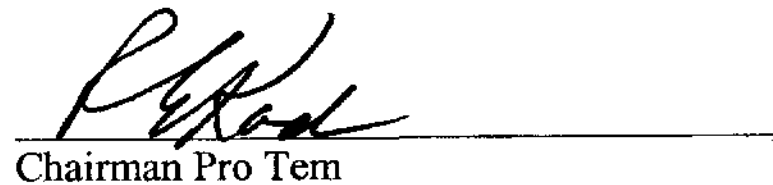
**Adjourned** at 11:48 a.m.

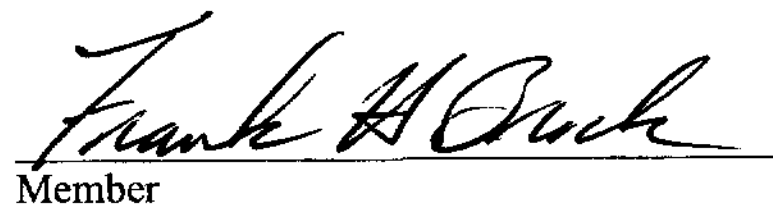
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 22, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed February 22, 2006.

**FRANKLIN COUNTY RESOLUTION NO. 2006 100**

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

**RE: CREATION OF LINE ITEM 594.12.64.1651 (SUPERIOR COURT  
FURNITURE) WITHIN THE MISCELLANEOUS COURTHOUSE  
RENOVATION FUND, NUMBER 310-000-001  
and**

**INTRA BUDGET TRANSFER IN THE AMOUNT OF \$25,500 WITHIN  
THE 2006 COURTHOUSE RENOVATION FUND, NUMBER 310-000-001,  
FROM LINE ITEM 519.19.60.0000 (CAPITAL OUTLAY-COURTHOUSE  
RENOVATION) TO LINE ITEM 594.12.64.1651 (SUPERIOR COURT  
FURNITURE)**

**WHEREAS, the Franklin County Board of Commissioners gave consensus approval for  
the Superior Court Administrator to purchase furniture during the Commissioners'  
Proceeding for January 30, 2006; and**

**WHEREAS, the Board indicated Renovation funds would be utilized to pay for said  
purchases; and**

**WHEREAS, the Superior Court Administrator obtained estimates from Brutzman's in  
the amount of \$19,971.71, Walker's Furniture for \$2,144.23, Cross Rivers Interior for  
\$703.94, and Costco for \$346.74, for a total of \$23,166.62 as identified on the attached;  
and**

**WHEREAS, the Board of Franklin County Commissioners asked the Administrator to  
obtain an estimate to fabricate 13 courtroom chair cushions; and**

**WHEREAS, a ballpark figure of \$1,300 to \$2,000 was provided by The Foam Shop; and**

**WHEREAS, in an effort to include all expenses for purchases for Superior Court, an  
additional \$2,333 is added to the total needed; and**

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

**NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of  
Commissioners hereby approves creation of line item 594.12.64.1651 (Superior Court  
Furniture) within the 2006 Miscellaneous Courthouse Renovation Fund, Number  
310-000-001.**

Franklin County Resolution No. 2006 100

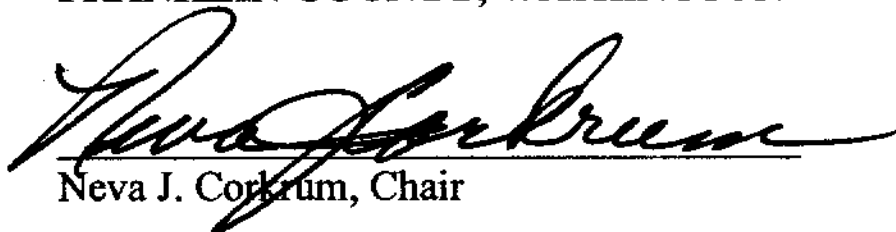
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Superior Court Furniture

**BE IT FURTHER RESOLVED** the Board hereby approves an intra budget transfer in the amount of \$25,500 within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001, from line item 519.19.60.0000 (Capital Outlay-Courthouse Renovation) to line item 594.12.64.1651 (Superior Court Furniture).

**APPROVED** this 15<sup>th</sup> day of February 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

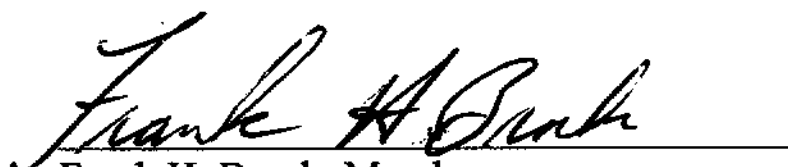
  
Neva J. Corlum, Chair

**ABSENT**

Attest:

Robert E. Koch, Chair Pro Tem

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Superior Court Administrator

cc: Accounting Department  
County Administrator  
Transfer Notebook

**Patricia Shults**

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**From:** Pat Austin [pat\_austin@co.benton.wa.us]  
**Sent:** Friday, February 10, 2006 10:41 AM  
**To:** pshults@co.franklin.wa.us  
**Subject:** Furniture resolution

Good Morning Pat,

The following are the vendors and amounts for the resolution approving the furniture purchase for court admin. I do not have the quotes for the historic jury chair cushions and will get that figure when I return the week of 2/21/06.

Brutzman's \$19,971.71 (this includes delivery fee and sales tax)  
Walker's Furniture \$2,144.23 (this includes delivery fee and sales tax)  
Costco.com \$346.74 (includes sales tax and delivery)  
Cross Rivers Interiors \$703.94 (includes sales tax and delivery)

Total: \$23,166.62

I believe Fred and Bridget said it would come out of courthouse misc.

Any questions, I will be in the office for the rest of today and then gone.

Thanks for your assistance.

Pat

Patricia Austin  
Superior Court Administrator  
Benton & Franklin Counties  
7122 W. Okanogan Place, Building A,  
Kennewick, WA 99336  
(509)736-3071 Ext. 4  
pat.austin@co.benton.wa.us

Superior Court Administration Courthouse furniture request:

Brutzmans (quote attached)

Walker's Furniture (quote attached)

Cross River Interiors:

1 - 68" loveseat, black leather (Dallas style)	\$703.94
includes sales tax and delivery fee	

Costco.com:

4 - burgundy guest chairs	\$346.74
Includes sales tax and delivery fee	

## Order

BRUTZMAN'S OFFICE SOLUTIONS  
P.O. BOX 6044

KENNEWICK, WA 99336-0044

phone:(509) 735-0300

FAX:(509) 735-0330

sold to:

BENTON CO. SUPERIOR COURT  
ATTN: PAT AUSTIN  
7320 W. QUINAULT AVE  
KENNEWICK, WA 99336

order number: 0000682157  
customer number: 7363071  
telephone number: ( ) 783-1471 ext:  
fax number: (509) 736-3057  
page number: 1  
order date: 01/31/2006

ship to:

7320 W. QUINAULT  
KENNEWICK, WA 99336

special comments/instructions:

REVISED - 2/7/06

purchase order		customer representative		invoice terms		sales representative	
				NET 10TH PROX		KEN BRUTZMAN	
quantity	mfg/product number	product description	unit price	net price	unit	amount	
***Combined furniture list for Franklin County Courthouse***							
1	✓ HON38291R.ML	DESK,RT PED,LOCK,66X30,MOK/PTY	848.00 / 1	457.92 / 1	EA	457.92	
1	HON38292L.ML	DESK,LF PED,LOCK,66X30,MOK/PTY	848.00 / 1	457.92 / 1	EA	457.92	
1	✓ HON38210L.ML	RETURN,LF,48X24X29.5,MOK/PTY	555.00 / 1	299.70 / 1	EA	299.70	
1	✓ HON38215R.ML	RETURN,RT,48X24X29.5,MOK/PTY	555.00 / 1	299.70 / 1	EA	299.70	
2	✓ HON682L.L	FILE,LAT,2DWR,36",W/LOCK,PTY	502.00 / 1	271.08 / 1	EA	542.16	
2	✓ OHMHZ4000MF	CHAIR,TASK,DLX ADJ,W/O ARMS	226.00 / 1	135.60 / 1	EA	271.20	
2	✓ OHMPU250	KIT,ARM,"T",ADJUSTABLE,BLACK	84.00 / 1	38.40 / 1	KT	78.80	
1	✓ HON2091SR.11T	CHAIR,EXEC,HB,SWVL,LEA,BLK/BLK	450.00 / 1	243.00 / 1	EA	243.00	
16	✓ XXXF	FURNITURE ITEMS AS FOLLOWS HON4008BE.11T GUEST CHAIR, SLED BASE W/ARM	199.00 / 1	107.46 / 1	EA	1,719.36	
1	✓ HON1322.MM	TOP,TABLE,HSPTY,RND,42",MOK	251.00 / 1	135.54 / 1	EA	135.54	
1	✓ HONBBX36.P	BASE,TABLE,COL,3"DIA,36X36,BLK	146.00 / 1	78.84 / 1	EA	78.84	
1	✓ HON38155.ML	DESK,DBL PED,60X30,MOK/PTY	884.00 / 1	477.36 / 1	EA	477.36	
2	✓ HONHKB700P	PLATFORM,KEYBOARD,ART,BLK	318.00 / 1	171.72 / 1	EA	343.44	
1	HOND8.L	DRAWER,CENTER,MTL,W/LOCK,PTY	118.00 / 1	63.72 / 1	EA	63.72	
30	✓ XXXF	FURNITURE ITEMS AS FOLLOWS HON2092BE.11T "PILLOW SOFT" CHAIR, MID-BACK	356.00 / 1	192.24 / 1	EA	5,767.20	
2	✓ XXXF	FURNITURE ITEMS AS FOLLOWS FSDA840029-X TABLE, ROUND, 2-PIECE TOP, WOOD EDGE	2659.00 / 1	1781.53 / 1	EA	3,563.06	
1	✓ HON92799.MM	DESK,DBL PED,72X36X29.5,MOK	2205.00 / 1	1190.70 / 1	EA	1,190.70	
1	✓ HON92741.MM	CREDENZA,KNEESPACE,72"W,MOK	1844.00 / 1	995.76 / 1	EA	995.76	
1	✓ HONHKB700P	PLATFORM,KEYBOARD,ART,BLK	318.00 / 1	171.72 / 1	EA	171.72	

JUDGE

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EXHIBIT 4

order number: 0000862157  
customer number: 7363071  
telephone number: ( )783-1471 ext:  
fax number: (509)736-3057  
page number: 2  
order date: 01/31/2006

**Sold to:**

**ship to:**

7320 W. QUINAULT  
KENNEWICK, WA 99336

special comments/instructions:

purchase order		customer representative		invoice terms		sales representative	
				NET 10TH PROX		KEN BRUTZMAN	
quantity	mfg/product number	product description	unit price	net price	unit	amount	
1	HAS D821-2241 ,3H-001(2),TR-00F	HAWORTH ITEM MONACO,1-PK,FAB,M-HBK,OPN ARM,LUM	2433.00 / 1	973.20 / 1	EA	973.20	
1	HAE M241-1044 ( ),3H-001,TR-00F	HAWORTH ITEM MB H.E.,FRWD.PNEU,HA,ARMLESS,LUMBAR W/O TILT LOCK	782.00 / 1	312.80 / 1	EA	312.80	
*****FINISHES*****							
>HON Desk and table laminate: Medium oak.							
>HON Desk drawers & file cabinets - Putty.							
>HON Chair fabric: Grade 3, BE-11, Raven.							
>HON Chair trim: Black.							
>Horizon Chair fabric: Concept - Black.							
>Horizon Chair trim: Black.							
>Creative Woodcraft Table laminate: Classic Oak.							
>Haworth seating fabric: 3H-1 Crytic.							
>Haworth chair trim: Black.							
						18,441.10	
						sales tax 1,530.61	
						total 19,971.71	



**SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR BENTON AND FRANKLIN COUNTIES**

7122 W. Okanogan Place, Building A, Kennewick, WA 99336

COURT ADMINISTRATOR  
PATRICIA J. AUSTINADMINISTRATIVE ASSISTANT  
KATY SHAWBENTON COUNTY JUSTICE CENTER  
FRANKLIN COUNTY COURTHOUSE  
TELEPHONE (509) 736-3071  
FAX (509) 736-3057**PURCHASE ORDER NO. 2006-0001**TO: Walker's Furniture  
205 N. Morain  
Kennewick, WA 99336

DELIVERY OF MERCHANDISE WEEK OF APRIL 17, 2006

DELIVERY ADDRESS: Franklin County Courthouse  
Attn: Pat Austin, Court Administrator  
1015 N. 4<sup>th</sup> Avenue  
Pasco, WA 99301  
(Please call prior to delivery 736-3070)BILLING ADDRESS: Benton & Franklin Counties Superior Court Administration  
Pat Austin, Court Administrator  
7122 W. Okanogan Place, Building A  
Kennewick, WA 99336

<u>Quantity</u>	<u>Product No.</u>	<u>Description</u>	<u>Color</u>	<u>Cost</u>
1	HO680	Executive double pedestal desk 68.25w x 29h x 31.75d	Oak	\$1,009.95
1	HO687	Storage Credenza 68.25w x 29h x 24.5d	Oak	919.95
		Delivery Fee		<u>50.00</u>
		Subtotal:		\$1,979.90
		Sales Tax 8.3%		<u>164.33</u>
		GRAND TOTAL		\$2,144.23

**FRANKLIN COUNTY RESOLUTION NO. 2006 101**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**IN THE MATTER OF APPOINTING TODD DIXON TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

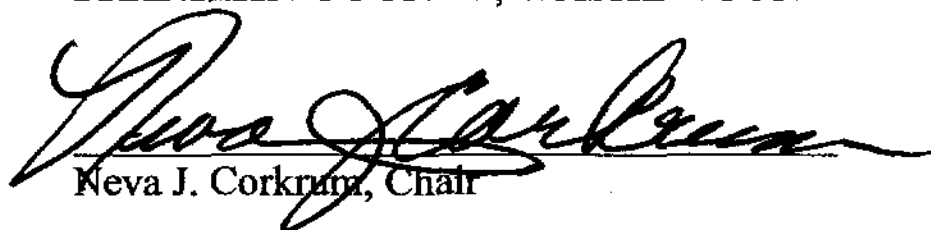
**WHEREAS**, Position B-1 which represents Employment Services on the Benton-Franklin Workforce Development Council is vacant with the resignation of Daryl Campbell, October 31, 2005; and

**WHEREAS**, Todd Dixon, PO Box 2567, Pasco, WA 99302 has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-1 Employment Services, and has submitted an application with endorsement from the State of Washington Employment Security Department;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby appoints Todd Dixon to fill the B-1 position representing Employment Services, effective February 3, 2006 through June 30, 2009.

**APPROVED** this 15<sup>th</sup> day of February 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

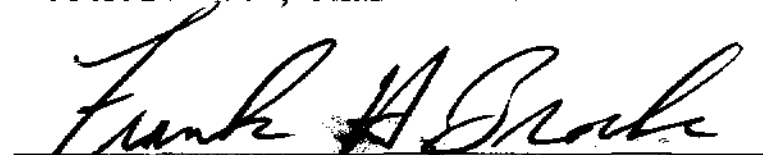
  
Neva J. Corkrum, Chair

**ABSENT**

Attest:

  
Clerk of the Board

Robert E. Koch, Chair Pro-Tem

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Todd Dixon

cc: Appointment File  
WDC

**FRANKLIN COUNTY RESOLUTION NO. 2006 102****BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON**

**RE: CREATION OF LINE ITEM 594.00.64.3502 (COMPUTER SOFTWARE)  
WITHIN THE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710  
and  
INTRA BUDGET TRANSFER IN THE AMOUNT OF \$10,000 WITHIN THE 2006  
CAPITAL OUTLAY BUDGET, NUMBER 001-000-710, FROM LINE ITEM  
594.00.64.3501 (COMPUTER HARDWARE) TO LINE ITEM 594.00.64.3502  
(COMPUTER SOFTWARE)**

**WHEREAS**, the Information Services Director requested creation of a new line in the Capital Outlay budget entitled "Computer Software"; and

**WHEREAS**, the I.S. Director also requested a transfer in the amount of \$10,000 from the Computer Hardware line to the new Computer Software line; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems the transfer as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the creation of line item 594.00.64.3502 (Computer Software) within the Capital Outlay Budget, Number 001-000-710.

**BE IT FURTHER RESOLVED** the Board hereby approves an inter budget transfer in the amount of \$10,000 within the Capital Outlay Budget, Number 001-000-710, from line item 594.00.64.3501 (Computer Hardware) to line item 594.00.64.3502 (Computer Software).


**APPROVED** this 15<sup>th</sup> day of February 2006.

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

  
Neva J. Corkran, Chair

**ABSENT**

Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Information Services

cc: Accounting Department

**FRANKLIN COUNTY RESOLUTION NO. 2006 103****BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON**

**RE: AUTHORIZING THE PURCHASE OF RECEIPTING SOFTWARE FROM COMPU-TECH INC., TO BE USED IN THE TREASURER'S OFFICE AND TO BE PAID FROM THE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.3502 (COMPUTER SOFTWARE), IN AN AMOUNT NOT TO EXCEED \$5,700**

**WHEREAS**, the Information Services Director and Franklin County Treasurer met with the Board of Commissioners during the February 13, 2006 Commissioner proceedings; and

**WHEREAS**, the Treasurer requested approval to purchase receipting software, utilizing funds from the Capital Outlay Budget, Number 001-000-710, Computer Software line item; and

**WHEREAS**, the Treasurer received an estimate from Compu-tech in the amount of \$5,040, excluding tax; and

**WHEREAS**, \$200 for possible mileage/lodging/subsistence may be necessary, plus tax in the amount of \$418.32 brings the total to \$5,658.32; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorizes the purchase of receipting software from Compu-tech Inc., as identified on the attached, to be used in the Treasurer's Office and to be paid from the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3502 (Computer Software), in an amount not to exceed \$5,700.

**APPROVED** this 15<sup>th</sup> day of February 2006.

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

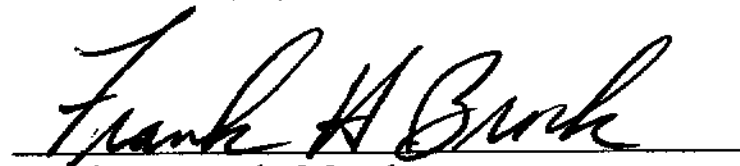
  
Neva J. Corkrum, Chair

**ABSENT**

Attest:

Robert E. Koch, Chair Pro Tem

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Information Services

cc: Accounting Department  
Treasurer



# compu-tech, inc.

SOLUTIONS FOR THE FUTURE ~ EXPERIENCE FROM THE PAST

## ESTIMATE

for  
Program Change Request

Attention: Marie Schultz  
Company: Franklin County's Treasurer  
Office

PCR Reference: 2005-00409  
Customer Reference: Phone Call

Faxed: November 21, 2005

P. O. Number \_\_\_\_\_

In response to your recent Program Change Request, we have reviewed the requirements and have determined that at least the following programming changes will be required:

Cash Register Programs – Miscellaneous/General Receipts. This application provides the ability to enter and print general receipts. It also interfaces with the Fund Accounting System by creating a revenue capture file that can be edited and posted. This application consists of the following functions: Cash register (enter receipts, receipt inquiry, receipt correction, reprint receipt), cashout, maintain users and receipt numbers, maintain template, list and transfer general receipts and remote template entry.

### TRAVEL EXPENSES ARE TO BE BILLED AT COST:

It is estimated that these changes, billed at a rate of \$120.00/hour, can be implemented according to the following schedule:

	Estimated Installation Date	
	Hours @ East Wenatchee	\$3,600
<u>12</u>	Hours/Days On-Site	1,440
	Mileage/Lodging/Subsistence	<u>at cost</u>
	Documentation	
	Total Cost:	\$5,040

*This is only an estimate based on our current understanding of the scope of the project. If we have overlooked some factors or if additional requirements are determined as the programming proceeds, the actual time billed may exceed the estimate. Unless specifically designated, no documentation changes are included in the estimate.*

Additionally, if programming and/or operator assistance is required after the initial implementation of this project it will be billed at an hourly rate of \$120.00/hour.

If an approved estimate is terminated prior to completion, all work in progress will be billed at our current hourly rate.

Signature: [Signature]

Date Signed: 11/21/05

If you wish Compu-Tech to proceed with the Program Change Request, please sign and return this estimate.

Approved by: TIFFANY L. COFFLAND, TREASURER

Signature: [Signature]

Date Signed: 2/14/2006

EXHIBIT 5  
Franklin County Auditor

February 15, 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 15, 2006

Franklin County Commissioners:

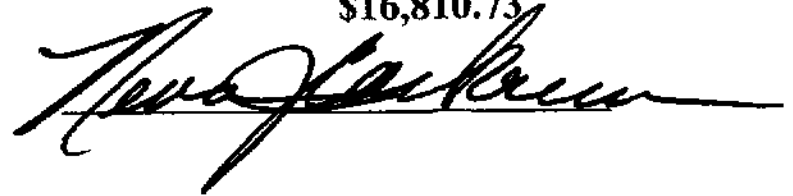
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, February 15, 2006,  
Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	49334-49423	\$1,688.54
Current Expense	49424-49443	\$17,805.93
Auditor O&M	358-359	\$20,843.80
FR CNTY Unemployment Fund	94	\$16,371.16
Election Equipment	311-312	\$16,810.73

In the amount of 73,520.16. 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

## FRANKLIN COUNTY RESOLUTION NO. 2006-104

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: ASSIGNMENT OF SAVING/CERTIFICATE OF DEPOSIT FOR BOSCH  
ESTATES II PLAT**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the attached Assignment of Savings/Certificate of Deposit between Franklin County and Gary E. Bosch and Yakima Federal Savings and Loan for Bosch Estates II plat is hereby approved by the Board.

**APPROVED** this 15th day of February, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

absent

Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

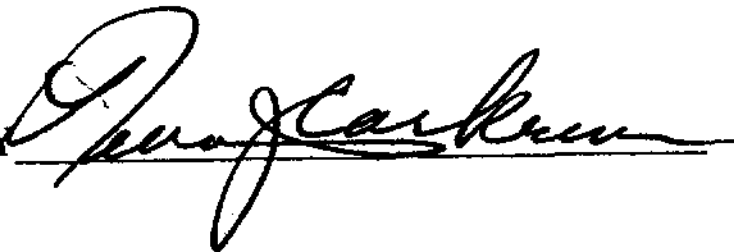
Attest:

  
Clerk to the Board

## ASSIGNMENT OF SAVING/CERTIFICATE OF DEPOSIT

This assignment is for the purpose of fulfilling the requirement of bonding collateral for construction of water, paving, and fence for BOSCH ESTATES 11 plat. The undersigned does hereby assign, transfer, and set over unto the Franklin County . It is understood and agreed that the Pasco branch of Yakima Federal Savings and Loan bank hold the certificate no. 02-9003758 in the dollar amount of \$ 71,100.00 covering said account in its possession and agrees to hold the certificate covering said amount in its possession until it is released by Franklin County. The interest shall be payable to Gary E. Bosch. The County can release a portion of the money held as work is completed by a letter authorizing such funds to be released for payment. After all the work is completed and approved by the City of Pasco, Franklin County and Planning, the County is to release the rights to this certificate no 02-9003758. In the event the project is not completed by December 1, 2006, Franklin County can withdraw the funds without the approval of Gary E. Bosch to complete the project.

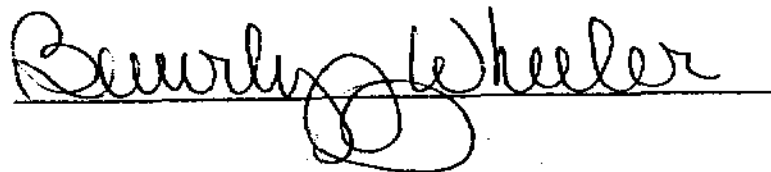
FRANKLIN COUNTY

Date 02-15-06

GARY E. BOSCH

Date 2-14-06

YAKIMA FEDERAL SAVINGS AND LOAN

Date 2-14-06



## COST TO BE ASSIGNED

3- RAIL FENCE

\$ 3,399.81

WATER, IRR, PUD

41,487.56

ASPHALT

26,185.41

25,828.74

TOTAL 71,072.78

- 1- DRIVE CUT &lt; 512.30 &gt;

- FINISH GRADE < 1137.85 >

24,178.59

TAX

2006.82

26,185.41



## 18-MONTH REINVEST ACCOUNT

**YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION**  
of Yakima - Washington Branches: Yakima, Pasco, Richland, Sunnyside,  
Ellensburg, Prosser, Kennewick

**PRESENT CERTIFICATE WITH EVERY TRANSACTION. THIS IS YOUR RECORD.**

**ACCOUNT SUMMARY SECTION:**  
**TRUSTEE**  
**GARY E BOSCH**  
**DATE** 01/06/05  
**ACCOUNT NUMBER** 02-90037581  
**BALANCE** \$245,751.68  
**MATURITY DATE** 07/06/06

**MINIMUM BALANCE** \$100.00  
**TERM** 18 MONTH(S)  
**TAX NUMBER** 99302-2841  
292-36-2371

**THIS RATE TO BE ADJUSTED**  
**(SEE SECTION IV FOR BASIS OF ADJ.)**  
**PER ANNUM FREQUENCY OF COMPOUNDING** 4.75%

**EARNINGS DISTRIBUTION DATE** QUARTERLY  
**NON-TRANSFERABLE** 004519

**II. GENERAL SECTION:** This certifies that the Accountholder holds a savings account with the Balance and for the term expiring on the Maturity Date shown hereon in Yakima Federal Savings & Loan Association.

**III. ADDITIONS:** The Accountholder may, at any time prior to maturity and with the consent of the Association, make additions to the balance in this account in any amount not less than the Minimum Addition provided for in Section I without extending the maturity date of the account or any portion of the account.

**IV. EARNINGS SECTION:** This account shall initially receive earnings at the Beginning Rate of Earnings for the first 122 days and with the Frequency of Compounding as above set forth. After the first 122 days, the Association will adjust the rate of interest on this account for the remaining term, to a rate equal to the average rate on new 13-week Treasury Bills, most recently announced by the U.S. Treasury Department, plus one-half of one percent.

**V. RENEWAL SECTION:** This account shall be automatically renewed at the close of business on the Initial Maturity Date or the maturity date of any renewal or extended term unless (1) withdrawn within the 7-day period referred to in Section VI hereof or (2) at least 30 days prior to any such date, the Association gives written notice to the Accountholder that this account will not be renewed at the Rate of Earnings and/or the Renewal Terms set forth above. In such event, the account will either be extended for such additional term and at such rate of earnings as set forth in said notice or the account will be converted to a regular savings account and receive earnings at the rate then paid on regular savings accounts. The rate of earnings of any Renewal Term shall be at the rate the Association is offering at that time on this class of account.

**VI. PENALTY CLAUSE SECTION:** After the first twelve months, the Accountholder may, at any time prior to maturity and with the consent of the Association, withdraw any portion of the account without penalty. Except as otherwise provided herein, in the event of any withdrawal of principal from this account prior to a maturity date, the Accountholder shall forfeit an amount equal to 180 days interest whether earned or not, on the amount withdrawn at the nominal (simple interest) rate being paid on the account regardless of the length of time the funds withdrawn have remained in the account. Any withdrawal which reduces the account balance below the Minimum Balance Requirement, shall be considered as a withdrawal of the entire account balance and shall be subject to the penalty prescribed herein. Earnings credited to the account during any term may be withdrawn at any time during such term without penalty. To the extent necessary to comply with these requirements, deductions shall be made from the amount withdrawn or the remaining account balance. The penalty prescribed herein will not be imposed for withdrawal of principal following the death or adjudication of incompetence of any Accountholder.

Interagency Committee For Outdoor Recreation  
360/902-3000  
360/902-3026 (fax)  
email: [info@iac.wa.gov](mailto:info@iac.wa.gov)



Salmon Recovery Funding Board  
360/902-2636  
360/902-3026 (fax)  
email: [salmon@iac.wa.gov](mailto:salmon@iac.wa.gov)

STATE OF WASHINGTON

OFFICE OF THE INTERAGENCY COMMITTEE  
1111 Washington Street SE  
PO Box 40917  
Olympia, WA 98504-0917

For release: Feb. 14, 2006

Contact: Susan Zemek, 360-902-3081  
E-mail: [susanz@iac.wa.gov](mailto:susanz@iac.wa.gov)

### **Franklin County to Receive State Grant for Wade Park Boat Launch Improvements**

OLYMPIA – Franklin County commissioners will receive a \$450,000 symbolic check Wednesday for a state grant to improve the Wade Park boat launch.

Jeff Parsons, a member of the Interagency Committee for Outdoor Recreation (IAC), will present commissioners with a giant check at their meeting at 9:45 a.m., in commission chambers, Franklin County Annex, 412 West Clark, Pasco.

The boat launch project was the top ranked project competing statewide in the Boating Facilities Program, managed by the IAC. A total of 17 projects were requesting \$5.3 million in state funding. The IAC was able to award grants to only seven projects, totaling \$1.7 million, because of limited funding.

Franklin County will use the grant to 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. Work also will include grading and paving of a staging area and parking lot, graveling an overflow parking area, landscaping, lighting, trail work and signs. All areas will be accessible to people with disabilities.

- More -

Interagency Committee  
February 14, 2006  
Page Two

"Washington has more than 250,000 registered boats plying its waterways," Parsons said. "We must ensure that we are providing good services to those boaters so that we can preserve the recreational and commercial boating industry of Washington."

The Boating Facilities Program was created in 1965 by a voter-approved initiative. The program provides grants for projects that acquire, develop and renovate boating facilities, including launching ramps, transient moorage and support facilities on both freshwater and saltwater. Money for the grants comes from a portion of the motor vehicle gasoline tax paid by boaters.

Since 1965, the IAC has awarded more than \$86 million to local and state governments for 552 projects statewide to accommodate boaters. In addition, the program has a map of all public boat launch ramps in the state, which is on the agency's Web site at: [www.iac.wa.gov/maps](http://www.iac.wa.gov/maps).

The program is successful because grant recipients have contributed another \$56 million or a 35 percent match of the total project costs. Franklin County and the City of Pasco are teaming up on this project and contributing \$150,000 in funding, donations and donated labor.

The IAC was established in 1964 to finance recreation and conservation projects throughout the state. For more information on the agency or its grant programs, visit the Web site: [www.iac.wa.gov](http://www.iac.wa.gov).

###

**Franklin County - Erwen Trust Boating Improvements  
County Commission Meeting  
Feb. 15, 2006, 9:45 a.m.**

Thank you Tim for that introduction. Commissioners, members of the public, thank you for giving me an opportunity to come before you tonight.

I'm a member of a small state board, the Interagency Committee for Outdoor Recreation, or IAC for short. We do an unusual thing in government, we give away money. In 2005, IAC gave grants for projects that run the gamut from equipping shooting ranges, to building parks, to protecting valuable wildlife habitat.

Why am I here tonight? We are visiting folks who received the top ranked score in statewide competitions for grants. Tonight, it gives me great pleasure to present you with a symbolic check for winning a Boating Facilities Program grant.

The Boating Facilities Program is our oldest grant program, and actually what created our board. It's an unusual story because the agency and the board were created by citizens, back in 1965, through a voter-approved initiative. Imagine voters requesting more government.

But they were very wise. Since 1965, the IAC has awarded more than \$86 million to local and state governments for 552 projects statewide to accommodate boaters. In addition, the program has completed maps of every public boat launch ramp in the state, which are posted to the agency's Web site ([www.iac.wa.gov/maps](http://www.iac.wa.gov/maps)). Grant recipients have contributed another \$56 million or a 35 percent match of the total project costs.

The Boating Facilities Program provides grants for projects that acquire, develop, and renovate boating facilities, including launching ramps, transient moorage, and support facilities on both freshwater and saltwater. Money for the grants comes from a portion of the motor vehicle gasoline tax paid by boaters.

For those of you who don't know, Franklin County will use this grant 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. Work also will include paving the staging area and parking lot, graveling an overflow parking area, landscaping, lighting, trail work and stormwater facilities and signs. All areas will be accessible to people with disabilities.

Franklin County acquired the land for the parking area using an earlier IAC grant. This project will complete the first phase of development. I understand this is a joint project with the City of Pasco, which is providing 50 percent of the match.

Each project grant request takes hours of work by the applicants to prepare detailed cost estimates, complete master plans, and build community support. It's that effort that makes the competition for grants very high.

Your staff was so successful that this project scored the highest out of 17 projects competing statewide. They were requesting \$5.3 million in total. But only seven projects, requesting \$1.7 million, were funded.

Your staff isn't the only ones we want to acknowledge. We want to commend the City of Pasco and you commissioners for matching this grant and making a commitment to boaters. You all are contributing \$150,000, including \$75,000 in cash donations for this project.

The Interagency Committee for Outdoor Recreation is pleased to be part of this exciting project. And we wish you clear skies and smooth sailing through the project. With that, I'd like to present you with this symbolic check for \$450,000.

Congratulations.



## Top Ranked Project Boating Facilities Program

**Project:** Erwen Trust Boating Improvements  
**Applicant:** Franklin County  
**Contact:** Tim Fife, (509) 545-3514  
**Rank:** First of 17 projects, requesting \$5.3 million  
 (Only seven projects, totaling \$1.7 million were funded.)  
**Grant Award:** \$450,000

### Description

Franklin County will use this grant 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. Work also will 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 signs. All areas will be accessible to people with disabilities.

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

### Location

The west end of Wade Park on the Columbia River.

### Costs

IAC	\$450,000	75 percent
Franklin County	\$150,000	25 percent
• Donations	\$75,000	
• Donated labor	\$10,000	
• Cash	\$65,000	
<hr/>		
Total	\$600,000	100 percent

## FRANKLIN COUNTY

RESOLUTION NUMBER 2006 105

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

**RE: LETTER TO BAKER BOYER NATIONAL BANK REGARDING NEW WASTE  
LANDFILL - POST-CLOSURE TRUST**

**WHEREAS**, Franklin County has received a letter from New Waste, Inc., requesting that Franklin County grant authorization for release \$28,670.95 funds from the New Waste Landfill Post Closure Trust to Larry Dietrich as President of New Waste Landfill to cover estimated post-closure costs for 2006.

**WHEREAS**, Franklin County is the beneficiary of the trust and has authority to grant such authorization, and

**WHEREAS**, the County has verified, through the Benton Franklin Health Department that Post Closure work is being completed and that such disbursement is appropriate, and to cover estimated post-closure expenses incurred January 1, 2006 through December 15, 2006.

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

**WHEREAS**, the beneficiaries have notified the Benton-Franklin Health Department of this plan of disbursement and the Benton-Franklin Health Department is in agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Board of Commissioners hereby authorize and direct Baker Boyer National Bank to disburse \$28,670.95 funds from the New Waste Landfill Post Closure Trust to Larry Dietrich, such disbursement not to occur until the Trustee is in receipt of concurrent authorization from the Grantor, New Waste Landfill.

DONE this 15 day of February, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairperson  
ABSENT

Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

Franklin County Resolution Number \_\_\_\_\_

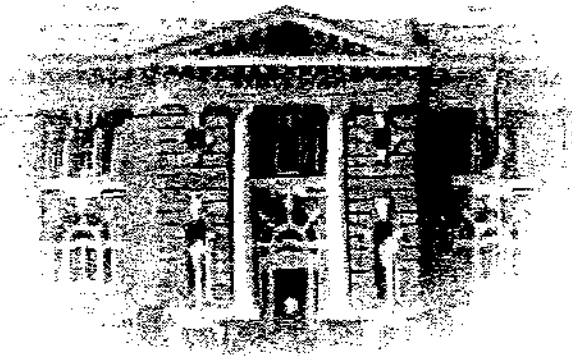


February 15, 2006

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Rosie H. Rumsey  
Human Resources Director

Patricia L. Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

February 15, 2006

Mr. Jon Bren  
Baker Boyer National Bank  
P O Box 1796  
Walla Walla WA 99562-0353

Re: Disbursement of Funds  
New Waste Landfill Post Closure Trust Fund

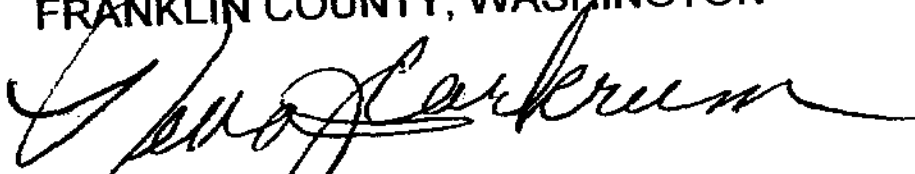
Dear Mr. Bren:

Enclosed please find an original of Franklin County Resolution Number 2006-105, which authorizes and directs disbursement of \$28,670.95 New Waste Landfill Post Closure Trust Fund to Larry Dietrich, President of New Waste Landfill. This disbursement has been approved by the Health Department and is intended to cover 2005 Post Closure activities and estimated 2006 Post Closure activities.

Thank you for your time and attention to this matter.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON



Neva J. Corkrum, Chair

NJC:df

Enclosure

## FRANKLIN COUNTY RESOLUTION NO. 2006-106

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: PROFESSIONAL SERVICES CONTRACT BETWEEN FRANKLIN COUNTY  
AND FOREFRONT ELECTION SOLUTIONS, LLC**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the attached Professional Services Contract between Franklin County and ForeFront Election Solutions, LLC, is hereby approved by the Board.

**APPROVED** this 15th day of February, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

Attest:

  
Clerk to the Board

absent  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

**PROFESSIONAL SERVICES CONTRACT****FRANKLIN COUNTY/ FOREFRONT ELECTION SOLUTIONS, LLC**

**THIS CONTRACT** is made and entered into in duplicate originals by and between **FRANKLIN COUNTY**, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, Washington 99301, hereinafter "**COUNTY**," and ForeFront Election Solutions, LLC, with its principal offices at 7231 Boulder Avenue, Ste 303, Highland, CA 92346, 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 immediately upon execution by the COUNTY, and shall terminate on December 31, 2006. This Contract may be renewed for two (2) additional years by mutual written agreement of both parties. The CONTRACTOR may adjust the rates in the original contract when the contract is renewed.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

The CONTRACTOR shall perform the following services:

The CONTRACTOR will, at the direction of the Franklin County Auditor, provide technical and operational election administration service to the County for elections in CY 2006 relating to the County's compliance with State and Federal (HAVA) election laws and reforms which includes the implementation and operation of HAVA compliant voting systems purchased by the County.

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

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

3. **SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.

c. Services, documents, or other information identified in Exhibit "A."

4. **CONTRACT REPRESENTATIVES**

a. For CONTRACTOR:

Name of Representative: Scott O. Konopasek

Title: Chief Executive Officer

Mailing Address: 7231 Boulder Ave, Ste 303

City, State, and Zip Code: Highland, CA 92346

Telephone Number: 909.831.2641

Fax Number: 909.864.4305

E-Mail Address: scott@forefrontelections.com

b. For COUNTY:

Name of Representative: Zona G. Lenhart

Title: Franklin County Auditor

Mailing Address: 1016 North 4<sup>th</sup> Avenue

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 545-3840

Fax Number: (509) 545-2142

E-Mail Address: zlenhart@co.franklin.wa.us

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit "B," which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$25,000.00.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments.

c. The CONTRACTOR may, in accordance with Exhibit "B," submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of billing.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. 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 COUNTY, then the COUNTY 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 purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. 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 payment prior to the execution of this Contract or after its termination.

6. **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 COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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.

b. In any and all claims against the COUNTY, 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 Worker's 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 the 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.

8. **INSURANCE**

a. **Professional Legal Liability:**

The CONTRACTOR, if he 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 \_\_\_\_\_ per loss.

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 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.

X  Not Applicable.

b. **Worker's Compensation and Employer's Liability:**

The CONTRACTOR shall maintain worker's compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Franklin County Risk Management Division. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000.00).

c. **Commercial General Liability:**

If the CONTRACTOR has contact with the public arising out of the scope of the CONTRACTOR'S services defined in this Contract, the CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than one million dollars (\$1,000,000.00) per loss. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000.00).

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 is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

d. **Automobile Liability:**

The CONTRACTOR shall maintain automobile liability insurance as follows:

X  The CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

- OR-

  X   The CONTRACTOR shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. - OR -

       Not Applicable.

**f. Other Insurance Provisions:**

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.

ii. Where such coverage is required, the CONTRACTOR'S Commercial General Liability Insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.

iii. Where such coverage is required, the CONTRACTOR'S Commercial General Liability Insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

iv. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

v. 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.

vi. 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.

vii. 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.



viii. 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 (3) year period after project completion.

**g. Verification of Coverage and Acceptability of Insurers:**

The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

i. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

ii. The CONTRACTOR shall furnish the COUNTY 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 COUNTY as an additional insured.

iii. The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Franklin County that the CONTRACTOR is currently paying Workers Compensation.

iv. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

ATTN: Risk Manager  
Franklin County Prosecuting Attorney's Office  
1016 North Fourth Avenue  
Pasco, Washington 99301

v. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in the Contract upon request of the Franklin County Risk Manager.

9. **TERMINATION**

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract and Exhibit B.

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 COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

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 COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. **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 COUNTY.

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.

11. **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.

**12. 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 COUNTY. 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 5 of this Contract, and the CONTRACTOR is not entitled to any County 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 Franklin County 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 COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY 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 five (5) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (effective 12/3/98).

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

All reports, plans, 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 COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for the purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

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

**17. DISPUTES**

Difference between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY 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 COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive.

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

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

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

19. **SEVERABILITY**

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 or Federal law, 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.

20. **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.

21. **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 Section 4. 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 upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

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

This Contract shall take effect this 15 day of February, 2006.

CONTRACTOR:

Firm: ForeFront Election Solutions, LLCBy: Scott O. KonopasekSignature: [Signature]  
Title: Chief Executive OfficerBOARD OF COUNTY COMMISSIONERS:  
Franklin County, Washington[Signature]  
Chairman  
ABSENT

Chair Pro Tem

[Signature]  
Commissioner

CONTRACT NUMBER \_\_\_\_\_

ATTEST BY:

May Withers  
Clerk of the Board

Approved As To Form:

STEVE M. LOWE, #14670\#91039  
Prosecuting Attorney for  
Franklin County

by: R. E. Verhulp  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

## EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ ForeFront Election Solutions, LLC

**SERVICES PROVIDED BY THE PARTIES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

a. The CONTRACTOR will, at the direction of the County Auditor, provide technical and operational election administration service to the County for elections in CY 2006 relating to the County's compliance with State and Federal (HAVA) election laws and reforms which includes the implementation and operation of HAVA compliant voting systems purchased by the County.

b. These services include, but are not limited to,:

**General Services**

1. Verifying and completing equipment testing and installation
2. Development of operational procedures
3. Training staff in the operation of the equipment
4. Developing security safeguards and procedures
5. Designing efficient and effective workflows for electronic and optical scan ballot processing
6. Developing Logic and Accuracy (L&A) testing procedures and checklists
7. Making recommendations for facilities, resources and staffing for the new voting systems
8. Interfacing with Sequoia Voting Systems (SVS) on behalf of the county regarding any issues pertaining to the contract, support or the operation of the voting systems

**Election Specific Services**

9. Providing ballot layout and programming services as needed (BPS and WinEDS)
10. Training staff to perform ballot layout and programming functions
11. Ensuring the timely and accurate proofing of ballot material prior to finalization

12. Interfacing with other County election vendors on behalf of the county to ensure the timely and accurate printing and mailing of ballots
13. Developing L&A test materials, test decks and scripts
14. Performing the L&A tests on the optical and electronic systems for each election
15. Providing on-site direct technical support for critical election events such as election day operations, canvassing, and recounts

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):

a. The County will make available to the CONTRACTOR access and/or copies of County licensed software and data required to perform the service in this contract.



## EXHIBIT "B"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ ForeFront Election Solutions, LLC

**COMPENSATION**

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

a. The CONTRACTOR will perform the services described on an hourly/daily rate basis. The standard hourly rate is \$200. The daily rate is \$1,500 for six (6) or more hours in a single twenty-four (24) hour day while on-site.

b. Fees do not include travel and expenses for on-site support. Travel from Highland, CA to Pasco, WA will incur the daily fee for each round trip.

1. Every effort will be made to choose the most efficient, prudent and economical travel options.
2. Unless otherwise stated, the maximum per diem for meals will be determined by the federal travel schedule and will not exceed \$65/day.
3. Unless otherwise stated, the maximum hotel charge shall not exceed \$150/day not including fees and taxes.
4. Reimbursement for privately owned employee car travel shall be at the IRS rate in effect at the time of travel.
5. Personal entertainment and other expenses will not be billed.

c. Services and expenses will be invoiced monthly as rendered and incurred.