

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 1, 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 **Resolution 2006-224** proclaiming May 2006 as Older Americans Month in Franklin County. (Exhibit 1)
2. Approval of **joint Resolution 2006-225** 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 Stephenson Computer Consulting, effective January 1, 2006 through December 31, 2006. (Exhibit 2)
3. Approval to submit a memorandum to the Elected Officials and Department Heads regarding credit card payments. (Exhibit 3)
4. Approval of **Resolution 2006-226** for disposal of property as identified on the list attached to the *Franklin County Storage – Salvage* form received from the Auditor for property assigned to the Elections Department, in conjunction with RCW 36.32.210 (inventory). (Exhibit 4)

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

Minutes

Motion – Mr. Koch: I move approval of the Commissioners minutes for April 17, 19, 24 and 26. Second by Mr. Brock. 3:0 vote in favor.

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of vouchers as listed: TRAC warrants 9392 through 9434 for \$57,050.44; Current Expense warrant 50546 for \$27,263.00; and Current Expense warrants 50547 through 50562 for \$5,258.39; for a total of \$89,571.83. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 5)

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Recessed at 9:16 a.m.

Reconvened at 1:58 p.m.

PUBLIC WORKS

Engineer Tim Fife and Robert Richmond met with the Board.

Award of Bid: CRP 588/Dradie Street – Hot Mix Asphalt

The Board reviewed the bid tabulation sheet.

Motion – Mr. Brock: I move we accept the bid from Inland Asphalt Company of Richland for \$9240.00 for CRP 588 on Dradie Street, the hot mix asphalt. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Vouchers

Motion – Mr. Brock: I move the approval of the vouchers as listed: County Road Fund for \$172,425.60; and MV & PW Equipment Fund for \$41,935.40. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

TRAC Presentation

Mr. Richmond was originally told to design parking lots for a park-and-ride facility for Ben Franklin Transit. On March 31, he was told by Ed Frost of the Transit to include a transfer station for four to six buses plus the park-and-ride. The Board reviewed two different designs. Mr. Fife told the Board he thinks the lots should be in another spot than previously agreed to. Mr. Brock asked what the advantage will be to place it in the other spot. Mrs. Corkrum said Transit never did say it would be a transfer station. Mr. Bowen said the idea grew as it was discussed with Transit. Mr. Bowen said Transit will pay \$250,000 toward the project. Mr. Fife would recommend doing the six-bus transfer station with about 100 parking stalls.

Mr. Koch said it's a long ways from what Transit was asking for to begin with. Mr. Brock agreed. Mrs. Corkrum thought it was just going to be a park-and-ride.

Mr. Fife said in effect Transit would tie up the ground forever so he thinks Transit should pay for the ground and whatever it would cost for the park-and-ride area. Each Board member agreed. The amounts of property were reviewed.

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Mr. Bowen said he would not be in favor of selling the property to Transit. He would tell Transit you give us \$250,000 and we'll develop the parking lot and you can use it. If they want to buy property, maybe they should buy property across the street. Mr. Brock said if Transit puts the transfer station in, we have lost value, whether we sell it or let them use it, equivalent to whatever it is on the market. We've lost a percentage of the value just by the fact of letting them use it.

Mr. Bowen said Transit doesn't use it on the weekends. If they put \$250,000 into our parking lot and use it during the week, it has minimal impact to TRAC. Mr. Bowen said the original idea was to build a parking lot that Transit could use as a park-and-ride, not a transfer station. Mr. Koch said originally it was someplace to put the Transit park-and-ride buses during their off time.

Mr. Brock said a bus shelter located on the boundary line would not have much impact.

Mr. Bowen will conduct further negotiations with Ben-Franklin Transit.

County Travel Policy

Mr. Fife asked for an adjustment in the county travel policy regarding mileage reimbursement for use of personal vehicles. The Board agreed to have the change made. It will be prepared for a future Board meeting.

INFORMATION SERVICES (IS)

IS Director Kevin Scott met with the Board.

Request to upgrade Print Shop copiers

Mr. Scott wants to add some functionality and simplification to the Print Shop copier that would help for big projects. The color copier can be upgraded to a copier that is three times faster and actually save money. The Board reviewed some figures for the different copiers. One copier will be the same, one will cost \$1.41 more per month. The total cost savings will be \$179 per month. The new color copier will copy at 32 pages per minute and has sorting capabilities that will help greatly on big projects.

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Mrs. Corkrum asked if there is a capability of putting more color on the printing press. It currently will run four different colors. Mr. Bowen explained the difference between the press and the color copier.

The current leases have about two years remaining. Currently we get 80,000 black and white copies for a monthly payment. That 80,000 amount will be reduced at the end of the two years but if we extend the lease, will continue for three years.

Motion – Mr. Brock: I move for the approval of Resolutions 2006-227, 2006-228 and 2006-229 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibits 8, 9 and 10)

County Clerk Mike Killian joined the audience.

District Court Imaging System

Mr. Bowen had asked Mr. Scott to explain and clarify about the proposal for an imaging system in District Court. Mr. Scott said an imaging system was started in the Clerk's Office two years ago in March. The idea was to choose one imaging system and carry it throughout other offices. The imaging system has been approved for the Commissioners Office. Now we want to add District Court. At budget time, Mr. Scott took a guess at the cost. The money was budgeted under the Maintenance Agreement line item for Information Services. There is money for the District Court imaging system. There is no money allocated for the two scanners. A spreadsheet was reviewed. The software quote is \$11,736. There was \$7915 budgeted. The cost of two scanners is expected to be \$1350 plus tax each. Mr. Scott believes it was discussed at budget time. It is included in a lump sum in the 2006 IS budget.

A suggestion was made to use funds from the Trial Court Improvement Account. Mr. Killian said it could be reviewed by the appropriate members of the committee. Mr. Scott will get together with Mr. Killian.

COUNTY CLERK

County Clerk Mike Killian met with the Board. Also present: Commissioners Secretary Patricia Shults, Assistant Planning Director Greg Wendt and Curtis Roy. Request approval for laptop, printer and software

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Mr. Killian explained his request for approval of a laptop computer, printer and software for the Clerk's Office Facilitator position. He said there is funding available. Mrs. Corkrum asked if the funding source has been made clear. Ms. Shults said no. Mr. Killian said he has spoken to Chief Accountant Tom Westerman today. The two different facilitators will be split in the budget line items.

Mrs. Corkrum said the funding for the first facilitator comes from the Auditor's marriage license fees. Mr. Killian said the Clerk's Office Facilitator will be paid from user's fees only. Mrs. Corkrum asked do we have an amount in the line item now? Mr. Killian said no, because we have not collected any fees yet because she doesn't start until May 14. Mrs. Corkrum asked what are we going to do, borrow it from the other facilitator's money? Mr. Brock asked if the County Clerk has money in his budget. Mr. Killian said there are funds available in #116, yes. In the court facilitator line item there are funds. Facilitator Joe Burrows will be using this equipment as well. Mr. Brock said we need to have paperwork to show that.

The Board reviewed a proposed resolution. Mrs. Corkrum said she is not convinced of how that works. Mr. Brock said the money only comes into the budget through user fees. Mrs. Corkrum said we haven't had any user fees yet. Mr. Killian said you can use out of the other account. Mr. Brock said he would understand we would have to reimburse the line item. Mr. Killian said yes. Mrs. Corkrum wants to make sure that there is enough money in the marriage license part of it to handle the position. Mr. Brock said if there isn't, it can't be purchased. Mr. Killian explained further. **Motion** – Mr. Brock: I move for the approval of Resolution 2006-230 as specified. Mr. Killian said there are filing fees we collect as well. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

PLANNING AND BUILDING DEPARTMENT

Planning Director Jerrod MacPherson and Assistant Director Greg Wendt met with the Board. Present in audience: Curtis Roy.

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Public Hearing: Short Plat SP 2006-09, for applicant Curtis Roy to short plat 2.7 acres into two lots, each approximately 1.35 acres in size. The property is zoned Residential Suburban 20,000 (RS-20).

Public Hearing convened at 2:46 p.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. Present in audience: Curtis Roy.

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

Mr. MacPherson showed a copy of the short plat that was submitted by the applicant. He reviewed the conditions of approval.

Mr. Wendt said the applicant met with the irrigation district today. The irrigation district is giving the landowner an opportunity to come in and provide a valve or have a choice to do it later.

In response to Mrs. Corkrum's question, Mr. MacPherson said Road 72 falls entirely within the City of Pasco limits. The property in the application is in the county.

Mrs. Corkrum said no one was present to speak in opposition. She asked if anyone in the audience would like to speak in favor.

Curtis Roy, homeowner, said he is definitely in favor. Mrs. Corkrum did not ask for any other comments because no one else was present.

Motion – Mr. Koch: I move that we grant preliminary approval of Short Plat 2006-09 subject to the seven findings of fact and six conditions of approval. This is Resolution 2006-231. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 13)

Mr. MacPherson said this property did not require a fire hydrant because there is one already available to service it.

HUMAN RESOURCES (HR)

HR Director Rosie H. Rumsey met with the Board.

Classification Committee Recommendation

The Professional Licensed Surveyor (PLS) position has already gone through the Classification Committee review. The request was for placement at a Grade 55. The

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Classification Committee recommended Grade 53. The Public Works Department wants to start at Grade 53 Step 5. The Classification Review Committee agreed, primarily because of past practice. The Classification Review Committee approved but Mr. Bowen abstained from the vote. He told the Board he felt the increased step would have been inappropriate because the person filling the PLS position does not have experience. Ms. Rumsey told the Board what the other members of the committee stated during the meeting.

Motion – Mr. Brock: I move we start Richard S. Russom at Grade 53 Step 5 as recommended as a professional licensed surveyor at Public Works. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)

Signatures on Web Site

Mr. Koch expressed concern about having the Board's signatures on a resolution copied to the county internet web site.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Courthouse Renovation

The Board will hold its regular meeting on May 22 in the Courthouse Annex prior to moving back to the courthouse.

An estimate has been received for \$1685.20 for carpet for the building superintendent's office. It can be matched to the rest of the carpet. There is some left over for replacing carpet squares but it can't be matched exactly. Mr. Bowen thinks the matched carpet squares need to be saved for future replacement in other areas. Mr. Koch said he thought they guaranteed a 10-year replacement. Mr. Bowen said the carpet can be ordered. Mr. Koch thought we were going to use what we tore out of another room for the building superintendent's office. The Board said to use the carpet that was torn out.

The Board asked that work on some stairway landings be fixed so they are even. Mr. Bowen will have the Maintenance Department clean it up. If it has to be replaced, it could be done by the Maintenance Department if it wasn't in the punch list.

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Mr. Bowen described other problems with leveling and a gap between an exterior wall and the next office.

Grand Old 4th :

Transfer of \$40,000 from Rainy Day Fund to Grand Old 4th Fund

Motion – Mr. Koch: I move we approve the inter budget transfer of \$40,000 from the 2006 Miscellaneous Expense Cumulative Reserve (Rainy Day) Fund Budget #100-000-001 to the Miscellaneous Expense Grand Old 4th Budget #425-000-001. This is Resolution 2006-232. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 15)

Professional Services Agreement with P.S. Media, Inc.

The Grand Old 4th budget has \$20,000 set aside for advertising. The proposed contract breaks down to \$2000 into print design for radio/TV/newspapers, \$2700 contractor's fee, and \$15,300 advertising expenses. Mr. Bowen explained the terms of the contract.

Motion – Mr. Brock: I move for approval of Resolution 2006-233 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 16)

Notice of Hearing regarding United Steel Workers, Local 12-369

Mr. Bowen said a hearing is set for June 1, 2006.

Courthouse Re-Dedication

Mr. Bowen said county employees would like to attend the Courthouse re-dedication ceremony. He asked can we shut the building down and let the employees come to the re-dedication on May 17? The Board said yes, we can announce it and do it. Mr. Bowen asked if the employees should be invited to the reception. Mrs. Corkrum thinks we need to see how many people are coming that have already been invited before deciding.

Mr. Bowen told the Board about the plans for the arrangements of the podium and chairs for the re-dedication ceremony. An application has been sent to the City of Pasco to close 4th Avenue from 11:00 a.m. to 3:00 p.m. on May 17.

Executive Session at 3:32 p.m. regarding contract negotiations expected to last 15 minutes.

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Open Session at 3:46 p.m.

Recessed at 3:48 p.m. (Clerk's Note: No persons appeared for Other Business.

Chairman Neva J. Corkrum adjourned the meeting.)

Adjourned at 4:00 p.m.

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

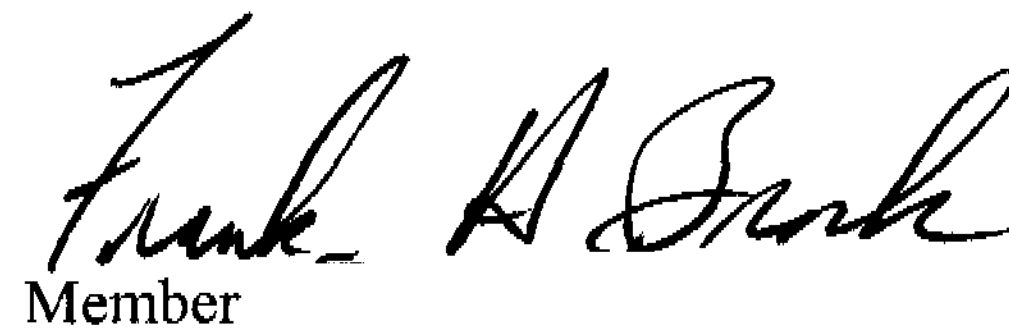
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chairman



Chairman Pro Tem



Member

Attest:



Clerk to the Board

Approved and signed May 15, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2006 224

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: PROCLAIMING MAY 2006 AS OLDER AMERICANS MONTH

WHEREAS, the U.S. Department of Health and Human Services Administration declared May 2006 as Older Americans Month; and

WHEREAS, Franklin County is home to more than 7,383 citizens aged 60 years old or older; and

WHEREAS, the Southeast Washington Aging & Long Term Care Director requested the Franklin County Board of Commissioners sign a proclamation to this effect; 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 proclaims May 2006 as Older Americans Month in Franklin County.

APPROVED this 1st day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

Attest:

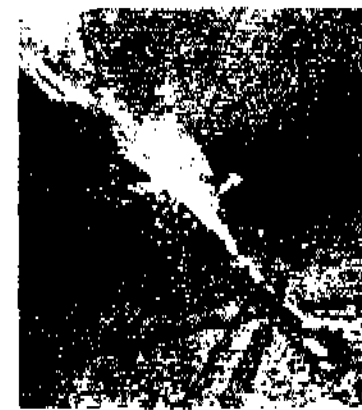

Clerk to the Board

Originals: Auditor
Minutes
ALTC

cc: Cities: Connell, Kahlotus, Mesa and Pasco
Elected Officials/Department Heads



CHOICES FOR INDEPENDENCE



PROCLAMATION OLDER AMERICANS MONTH MAY 2006

WHEREAS, Franklin County is home to more than approximately 7,383 citizens aged 60 years old or older; and

WHEREAS, the older adults in Franklin County are among millions helping to redefine aging in America; and

WHEREAS, older adults are entitled to live healthier lives through a combination of independence and choice; and

WHEREAS, older citizens need the assistance of their communities to thrive, including the understanding and support from their friends and family; and

WHEREAS, coordinated efforts to provide support on issues as diverse as housing, transportation, and health care can be vital to healthy aging and long-term living; and

WHEREAS, the aging population is growing and offering more wisdom to succeeding generations than ever before;

NOW THEREFORE WE, the Board of Franklin County Commissioners, do hereby proclaim the month of May 2006 as *Older Americans Month*

WHEREAS, older adults Dated this 1ST day of May 2006 through a combination of

WHEREAS, older citizens need the assistance of their communities to thrive including the understanding and support from their friends and family; and

WHEREAS, coordinated efforts to provide support on issues as diverse as housing, transportation, and health care can be vital to healthy aging and long-term living; and

Robert E. Koch, Commissioner

WHEREAS, the aging population is growing and offering more wisdom to succeeding generations than ever before;

NOW THEREFORE WE, Frank H. Brock, Commissioner, do hereby proclaim the month of May 2006 as *Older Americans Month*

WHEREAS, older citizens need the assistance of their communities to thrive, including the understanding and support from their friends and family; and

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

66 230

FRANKLIN COUNTY RESOLUTION NO.

2006 225

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 STEPHENSON COMPUTER CONSULTING, 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 Stephenson Computer Consulting, 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 24th day of April 2006
BENTON COUNTY BOARD OF COMMISSIONERS

Mac E. Benitez
Chairman of the Board

LEO M. BOWMAN - ABSENT

Member

Claude L. Allen
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Carrie McFarley
Clerk of the Board

DATED this 1st day of May 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS

David Jackson
Chairman of the Board

R. K. Koon
Chairman Pro Tem

Frank H. Burk
Member

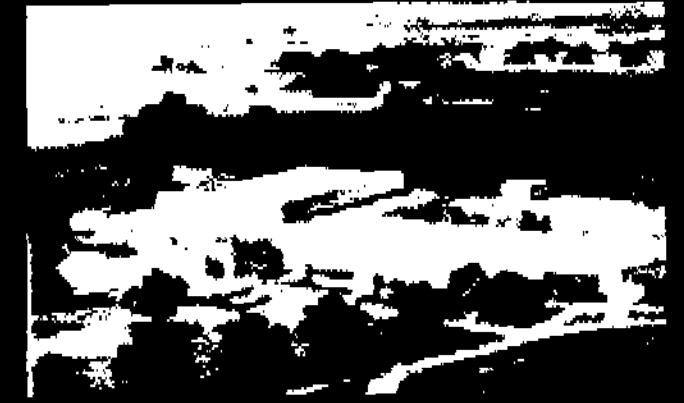
Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Mary Withers
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

2006 225

PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND STEPHENSON COMPUTER CONSULTING

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, collectively referred to as, "Counties"), and Stephenson Computer Consulting, with its principal offices at 328 Idaho Street, PO Box 1713, Twin Falls, Idaho 83303-1713 (hereinafter "Contractor").

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

1. DURATION OF CONTRACT / RENEWAL AND REINSTATEMENT OF MAINTENANCE SERVICES

The term of this Contract shall begin January 1, 2006, and shall expire on December 31, 2006, and will renew for successive one-year periods on January 1 of each year unless the Counties notifies the Contractor no later than November 1 that the Counties is not renewing this Contract for the following year. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform Maintenance Support and Program Enhancement/Development for the Counties as detailed in Exhibit A, which is attached hereto and incorporated herein by reference.

- A. **System Administrators:** The Counties shall designate two (2) System Administrators and one (1) alternate as follows:

Primary: Shannon Jones
(509) 736-2721
Shannon.jones@co.benton.wa.us

Secondary: Eric Lipp
(509) 783-2151 ext. 2614
eric.lipp@co.benton.wa.us

Alternate: Carol Vance
(509) 783-2151 ext. 2445
carol.vance@co.benton.wa.us

- B. **Updates:** The Contractor may provide new releases, upgrades or maintenance patches to the Software, along with appropriate documentation, on a schedule defined by the Contractor. Counties are responsible for obtaining any upgrades or purchases of third party hardware and/or software required to operate the Update. The Contractor is responsible to notify the Counties of upgrades to third party hardware or software that will be required for any Updates and to provide notification to the Counties within a minimum of six (6) months of the date that the Update is provided to the Counties. Upgrades to hardware and third party software required by Updates must be agreed to by Contractor and Counties. Contractor may charge the Counties at its then-current rates to perform Maintenance Services required as a result of Counties' failure to install an Update in accordance with a schedule agreed to by the Contractor and Counties. The Counties shall report any failure of performance of an Update within twelve (12) business days after the Update is, or is required to be, installed.
- C. 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.
- D. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- E. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- F. 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.
- G. Contractor shall immediately contact the Counties' Contract Representative in the event any of the following interferes with Contractor's performance of Services under this Contract:

- (1) The hardware and software used with the Contractor's Software is not in good operating order or is not installed in a suitable operating environment;
- (2) The data and/or the database structure used in conjunction with the Contractor software is manipulated using application software other than the Contractor software; and/or
- (3) The failure of performance is solely caused by the actions of the Counties, its employees or authorized representatives, or any third party with the exception of actions that may be reasonably construed as accidental or inadvertent in nature.

3. COUNTIES RESPONSIBILITIES

Counties shall be responsible for those items detailed in Exhibit B, which is attached hereto and incorporated herein by reference.

4. 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: | Jim Stephenson
PO Box 1713
Twin Falls ID 83303-1713 |
| B. | For Counties: | Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336 |

5. COMPENSATION

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

- A. The Contractor shall be paid a monthly Maintenance Fee of \$1,600.00 each month for maintenance service and support as outlined in Exhibit A. In addition, Contractor shall be paid a rate of seventy-five dollars (\$75.00) for each hour rendered for JTS Program Enhancement and Development services as requested by the Counties. Time spent will be rounded to the nearest fifteen (15) minutes and hourly rate prorated accordingly.
- B. Travel costs to and from Counties premises will be paid to Contractor based on actual costs incurred.
- C. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.

- D. The Contractor may submit invoices to the Counties not more than once per month and no later than the tenth (10th) of each month for the prior month services, during the progress of the work for partial payment of the work completed to date, and for the current month Maintenance Fee. 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.
- E. 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.
- F. 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.
- G. Unless otherwise provided 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.

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 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.

7. 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.

8. INSURANCE

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain 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 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 that 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. **Automobile Liability:** The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

E. **Other Insurance Provisions:**

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional 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.

F. **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 8 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 99336-1388
- (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.

9. 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 thirty (30) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.

- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.
- D. If the Counties fail to pay the monthly Maintenance Fee in a timely manner and fail to cure the breach within ten (10) days of written notice to do so by the Contractor, the Contractor 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.

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 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.

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 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 5 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.

13. COMPLIANCE WITH LAWS

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

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 County, Washington.

22. 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.

23. 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.

24. 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.

25. 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:

Stephenson Computer Consulting

Jim Stephenson 4/10/2006
 Jim Stephenson Date

**Benton Franklin Counties
Juvenile Justice Center**

Sharon A. Paradis 4/10/06
 Sharon A. Paradis Date

BENTON COUNTY APPROVAL

Approved as to Form:

Sarah Villanueva 4/13/06
 Sarah Villanueva, Deputy Prosecuting Attorney Date

By: *Max E. Benitz, Jr.*
 Name: Max E. Benitz, Jr.
 Title: Chairman, Board of Commissioners
 Date: 4-24-06

Attest:

Clerk of the Board: *Carm McFey*

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County
 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: *Neva J. Corkrum*
 Name: Neva J. Corkrum
 Title: Chairman, Board of Commissioners
 Date: May 1, 2006

Attest:

Clerk of the Board: *May Withers*

EXHIBIT A**Contractor Maintenance Support and
Program Enhancement / Development Responsibilities****Maintenance Support****Definition:**

Services that are needed to maintain the current (as of date of execution of contract) program condition, operation, maintenance, functionality and scope, to include upgrading, troubleshooting, and operation.

- JTS Program maintenance support
- Program expertise and forethought of any issues, problems, and glitches that may arise as a result of Program enhancement requests and appropriate development of Program to avoid such issue
- Support of third-party software required to run JTS Program
- Notification of necessary Service Packs approved by Contractor
- Upgrade impact planning and assistance
- Proper scheduling of upgrades to third-party software programs

Program Enhancement / Development**Definition:**

Services provided, at the request of the Counties, that enhance, modify, change, expand, and/or increase program abilities and functionality.

- Develop / make changes to current JTS Program to meet the changing and growing need of the Counties
- Offer programming recommendations that would best accomplish Counties needs taking into consideration all current Program functionalities and the effects on each module

EXHIBIT B**Counties Responsibilities**

- Hardware problem diagnosis and resolution
- Third-party software problem diagnosis and resolution
- Support of client and server operating systems
- Provide remote access to JTS (e. g., GoToMyPC) at reasonable times and dates as agreed to by Counties and Contractor
- Become reasonably familiar with JTS Program
- Reasonably understand proper use of JTS Program functions and proper use of JTS Program in the conduct of the Juvenile Justice Center management and administration
- Inquire directly with Contractor support for questions regarding use of JTS Program
- Routine backup of JTS data
- Validate any data input and output in the day to day use of JTS Program
- Maintain and manage software license compliance and hardware warranty agreements
- Provide third-party software required for operation of JTS
- Maintain a set of change and configuration logs defined by Contractor

AGENDA ITEM: Consent
 MEETING DATE: B/C 04-24-06 F/C 05-01-06
 SUBJECT: Stephenson Computer Consulting
 Prepared By: Kathryn M. Phillips
 Reviewed By: Sharon Paradis

TYPE OF ACTION NEEDED

Executive Contract XX
 Pass Resolution XX
 Pass Ordinance
 Pass Motion
 Other

CONSENT AGENDA XX
 PUBLIC HEARING
 1ST DISCUSSION
 2ND DISCUSSION
 OTHER

BACKGROUND INFORMATION

Stephenson Computer Consulting is an expert in their industry and has provided development and maintenance for the Benton-Franklin Counties Juvenile Justice Center Juvenile Tracking System (JTS) for many years. Stephenson's staff is extremely familiar with the many facets of Juvenile Center's complex computer system and they are timely and quick in their ongoing service. This Personal Services Contract that is presented would continue uninterrupted service from January 1, 2006 through December 31, 2006 and is renewable for successive one-year periods.

SUMMARY

Stephenson Computer Consulting will provide maintenance support and program enhancement/development for the Benton-Franklin Counties Juvenile Justice Center's Juvenile Tracking System.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Service Contract between Stephenson Computer Consulting and Benton-Franklin Juvenile Justice Center.

FISCAL IMPACT

The rates are included in approved Juvenile's 2006 Budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with Stephenson's Computer Consulting for the period beginning January 1, 2006 through December 31, 2006.

May 1, 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

MEMORANDUM

To: Elected Officials and Department Heads

From: Board of County Commissioners

Date: May 1, 2006

Subject: Credit Card Payments

It has come to our attention that some departments have paid late fees and finance charges associated with the use of credit cards.

We issued a memorandum dated March 1, 2004 asking that all itemized receipts associated with credit cards be processed as soon as the expense is incurred, in an effort to alleviate late fees and finance charges.

Once again, we need to stress the importance of utilizing public funds responsibly and ask for your cooperation.

Please process a voucher immediately upon receipt of the invoice/statement from the credit card company. The Auditor's Office has agreed to process the voucher upon receipt. If this process is inconvenient for your department, it will be necessary to cancel credit cards.

Thank you for your attention to this matter and your willingness to cooperate.

FRANKLIN COUNTY RESOLUTION NO. 2006 226

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF PROPERTY ASSIGNED TO
THE ELECTIONS DEPARTMENT**

WHEREAS, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the Auditor requesting disposal of numerous items; and

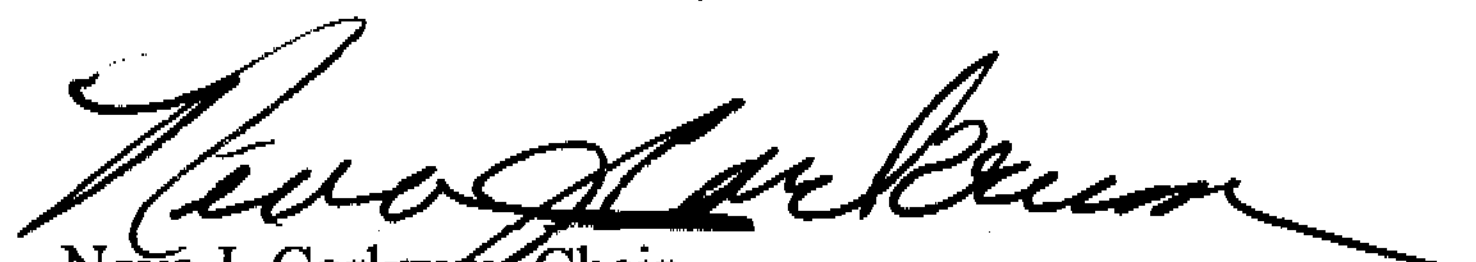
WHEREAS, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and


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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the disposal of property as identified on the list attached to the *Franklin County Storage – Salvage* form received from the Auditor for property assigned to the Elections Department, in conjunction with RCW 36.32.210 (inventory).

APPROVED this 1st day of May 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
Maintenance

cc: Accounting
Elections

FRANKLIN COUNTY STORAGE -- SALVAGE

DATE: May 1, 2006

REQUESTED BY: Zona Lenhart

DEPT: AUDITOR - ELECTIONS

DESCRIPTION OF ITEM(S)

DEPT. NUMBER: 001-000-090

All attached list

PHONE #: 545-3538

AUTHORIZED BY: *Tom Lenhart*

RECEIVED BY:

SERIAL #:

DATE RECEIVED:

DATE CLOSED:

CHECK ONE OF THE FOLLOWING:

2006 226

SALVAGE ☐STORAGE ☐DESTROY ☒

ITEMS FOR DISPOSAL – April 28, 2006

<u>Item</u>	<u>Quantity</u>	<u>SN # (if applicable)</u>
voting privacy boothsw/devices	118	
brown steel armchairs	16	
laminate grey cabinet 7', broken	1	
ballot boxes	34	
ballot voting devices (punches)	48	
Pak-Flatt voting booths	3	
Steel card file cabinets	2	
steel case desks, 1 broken	2	
3' wood cabinet, no keys (hutches)	2	
non-folding table, 5'	1	
non-folding table, steel, 4'	1	
metal desk file sorters	2	
double drawer file bin (Recording)	2	
long arm table clamp lamps	3	
NOVA wire racks for computer	2	
Data converter box for ballot reader	1	9104012
Data converter box for ballot reader	1	9712029
Datavote BC1000 ballot card reader	1	
Datavote BP1000 ballot card reader	1	
10-key calculator-Licensing-broken	1	Sharp #9D019836

The Auditor declares there is no value to any of the items listed.



Prepared by Franklin County Auditor's Office
Elections Department

EXHIBIT 5
Franklin County Auditor

May 1, 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

May 01, 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.

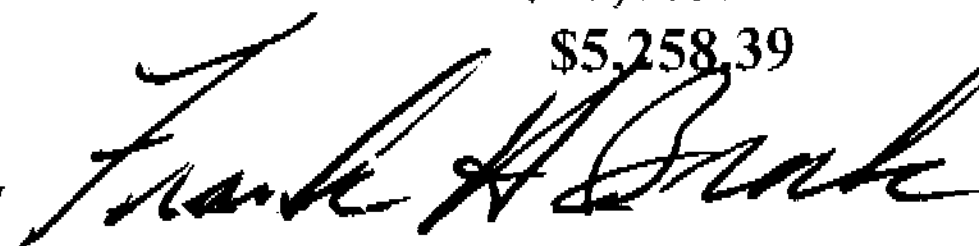
Action: As of this date, May 01, 2006,

Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
TRAC	9392-9434	\$57,050.44
Current Expense	50546	\$27,263.00
Current Expense	50547-50562	\$5,258.39

In the amount of **89,571.83**. The motion was seconded by
And passed by a vote of 3 to 0

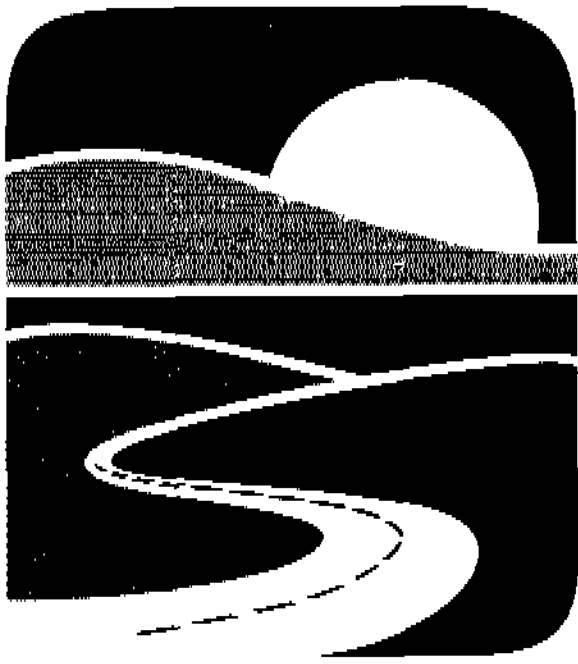


Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

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

DATE: May 1, 2006
TF-06-024

TO: Board of County Commissioners
Franklin County, Washington

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

SUBJECT: CRP 588 / Dradie Street – Hot Mix Asphalt

Franklin County Public Works solicited bids from the Small Works Roster for the above-mentioned project. The lowest bid received was from Inland Asphalt Company of Richland Washington.

Their bid of \$9,240.00 was the lowest bid received and was \$692.00 or 8.1% higher than engineer's estimate.

Dated this 1st day of May, 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:

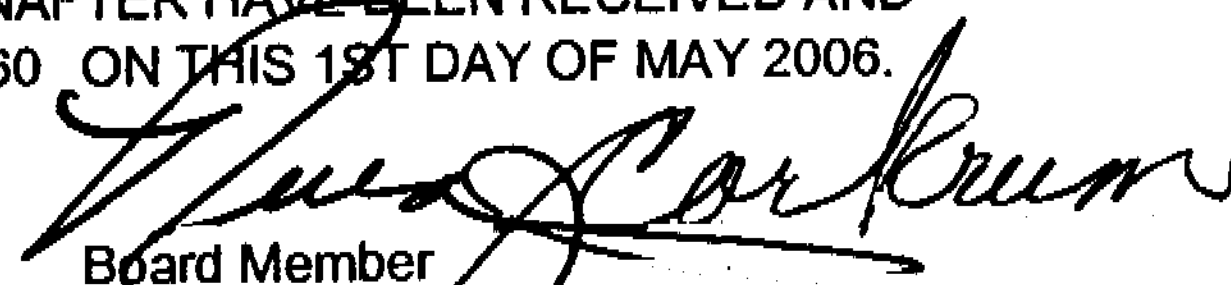
Clerk of the Board

**FRANKLIN COUNTY PUBLIC WORKS
CRP 588 / Dradie Street**

BID OPENING: April 28, 2006		ENGINEERS EST.		Inland Asphalt Company 955 W. Lacey Richland, WA 99352		A & B Asphalt Inc. P.O. Box 5280 Benton City, WA 99320		Transtate Paving Co. P.O. Box 2738 Pasco, WA 99302		
PLAN QUANTITY	ITEM	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
L.S.	Mobilization	L.S.	\$800.00	\$800.00	\$200.00	\$200.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
122	HMA Cl. 1/2 In. PG 64-28	Ton	\$42.00	\$5,124.00	\$60.00	\$7,320.00	\$61.75	\$7,533.50	\$85.00	\$10,370.00
19	HMA Cl. 1/2 In. PG 64-28	Ton	\$96.00	\$1,824.00	\$80.00	\$1,520.00	\$65.00	\$1,235.00	\$130.00	\$2,470.00
	Approaches									
L.S.	Project Temporary Traffic Control	L.S.	\$800.00	\$800.00	\$200.00	\$200.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
		TOTAL:		\$8,548.00		\$9,240.00		\$9,768.50		\$16,840.00
				Difference	\$692.00		\$1,220.50		\$8,292.00	
					+8.10%					

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 \$172,425.60 ON THIS 1ST DAY OF MAY 2006.


 Board Member

COUNTY ROAD FUND

15000

150 000 001 540 00


 Board Member

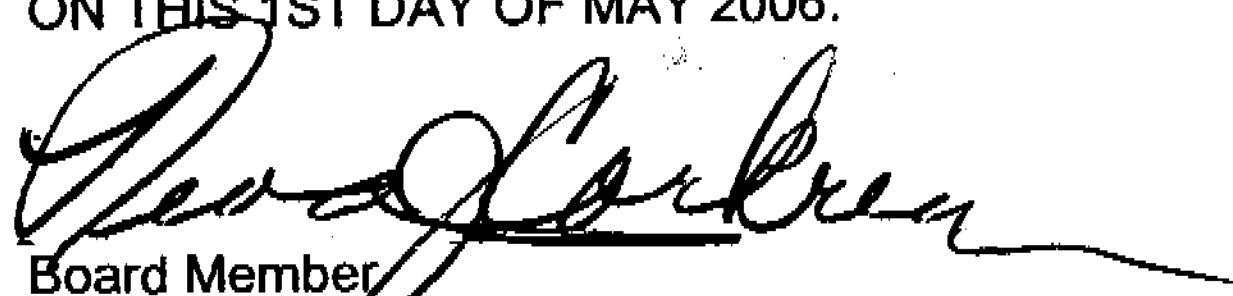

 Board Member

Voucher #	Claimant	Purpose	Amount
	ADVANCE TRAVEL FUND	reimburse advance travel	196.00
	AMERIGAS	propane/tank rental	75.57
	BRUTZMAN'S, INC.	misc supplies	1332.61
	CENTRAL PRE-MIX	chips	20043.39
	CENTURYTEL	monthly service	37.75
	CITY OF PASCO	monthly service	73.00
	FRANKLIN CO PRINTSHOP	printing services	158.21
	FRANKLIN CO ENGINEERS	reimburse engineers fund	160.33
	FRANKLIN CO PUD	monthly service	309.50
	FRANKLIN CO INFO SERVICES	scan/back-up phone/broadband services	388.89
	INTERMOUNTAIN MATERIALS	material testing	80.00
	DENNIS HUSTON	reimburse for payment	180.00
	RON HORN	reimburse for purchase	37.77
	RED LION RIVER INN	lodging	144.56
	MVPW EQUIPMENT FUND-ER	equipment rent Apr-06	95390.88
	MVPW EQUIPMENT FUND-PITS	rock supply Apr-06	40426.88
	NORSTAR INDUSTRIES	spreader	6900.10
	ORKIN EXTERMINATING	bi-monthly service	67.04
	PORT OF PASCO	rent on bldg and land	3184.64
	PATTY PRUETT	cleaning services Connell shop facility	325.00
	TRANSTATE PAVING	cold asphalt concrete	1892.86
	UNITED LABORATORIES	solvent/tar remover	743.58
	U.S. LINEN	service	116.71
	W.F.O.A.	membership dues	50.00
	ZEE MEDICAL SERVICES	first-aid supplies	110.33

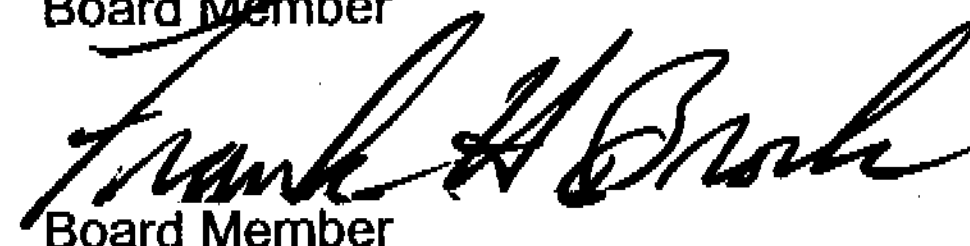
VOUCHER APPROVAL

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 \$41,935.40 ON THIS 1ST DAY OF MAY 2006.

MV&PW EQUIPMENT FUND
500 000 001
548.60


 Board Member


 Board Member


 Board Member

Voucher #	Claimant	Purpose	Amount
	Arrow Construction Supply	Crack sealer, credit memo	23,817.92
	Central Hose & Fittings, Inc.	Coupler, plug, hose, stems	160.64
	Columbia Basin Paper	Cups, liners	74.73
	Doyle Brothers	Starters, ejectors, bearings, clutches & parts	7,262.12
	Fasteners, Inc.	Cap, screws, nuts	19.29
	Financial Consultants Int'l., Inc.	Lease payment #25 - 2 Chevrolet Pickups	832.97
	Franklin County Road Fund	1st Qtr. Serv. (Labor/Equipment for Pits & Quar)	1,359.92
	Franklin County Information Serv.	SCAN Charges - February/March '06, R/W Drive	31.30
	Jim's Pacific Garages	Trailer studs	11.96
	Lusk Pump & Irrigation	Nipples, gaskets	87.72
	McCurley Chevrolet	Container	9.18
	Pacific Steel	Pipe	139.12
	Ranch & Home	Flange, propane	23.16
	Russ Dean Ford	Wheel cover, credit, rotor assy, calipers	552.08
	Safelite Glass Corp	Windshield repair	43.27
	Six States Distributors	Bushings, seals, hub caps, brake drums, cams	1,069.69
	Tri-Cities Battery & Auto Repair	Battery	82.11
	Wondrack Distributing	Leaded/Unleaded Gasoline and Diesel	6,358.22

FRANKLIN COUNTY RESOLUTION NO.**2006 227**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVAL FOR THE FRANKLIN COUNTY PRINT SHOP TO LEASE A
CANON IR 8070 COPIER FROM IKON OFFICE SOLUTIONS**

WHEREAS, the Franklin County Information Services Director requested authorization to upgrade the copiers in the Print Shop; and

WHEREAS, the Print Shop currently leases copiers from IKON and desires to upgrade; and

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


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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby gives approval for the Franklin County Print Shop to lease a Canon IR 8070 copier from IKON Office Solutions, for a minimum of 60 months at a cost of \$792.41 per month plus applicable tax, to be paid from the Printing Budget, Number 001-000-460, line item 518.70.45.0000 (Rentals & Leases).

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign the Product Schedule on behalf of the Board.

APPROVED this 1st day of May 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
IKON Office Solutions

cc: Accounting Department
Information Services
Print Shop

2006 227

Document Efficiently
At Work.**COPY**

Product Schedule Number:

State and Local Government

Master Agreement Number:

This Image Management Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and [blank] as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Franklin County
Customer (Bill to) 1016 North 4th Street
Address Pasco Franklin WA 99301
City County State Zip

Print Shop
Product Location
Address

Customer Contact Name:

Libbie Wright

Customer Telephone Number:

509-546-3363

Fax Number/E-mail Address:

Lwright@co.franklin.wa.us

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR 8070		
1	Finisher K1N		

PAYMENT SCHEDULE

Minimum Term (mos.)	Cost Per Image	Cost of Additional Images	Guaranteed Minimum Monthly/Quarterly/Other Images	Meter Reading/Billing For Additional Images
60	\$ N/A	\$.006	80,000	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment Without Tax	Payment Due	Advance Payment (with tax) \$		
\$ \$792.41	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	<input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other		

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.)Addendum(s) Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form. If the term hereof exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.
- You have applied to us, to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any month/quarter/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

- Additional Provisions (if any) are: Pricing per KCDA contract # 05-213. Pricing frozen for the term of the contract.
Property tax included,

CUSTOMER

☒ Authorized Signer
Chairman 5/1/2006
(Authorized Signer's printed name) Franklin County
Board of Commissioners

IKON OFFICE SOLUTIONS, INC.

☒ Authorized Signer
(Authorized Signer's printed title)

Document Efficiency
At Work™

COPY

Image Management Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all the services described below and is responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the first 12 months of the term of the Schedule. If the minimum term exceeds 12 months, the Image Management Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered equipment and soft-metered Products), excluding staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term

equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower cost per image and payment.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or similar factors beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages hereunder. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

FRANKLIN COUNTY RESOLUTION NO. 2006 228

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVAL FOR THE FRANKLIN COUNTY PRINT SHOP TO LEASE A
CANON IR 5570 COPIER FROM IKON OFFICE SOLUTIONS**

WHEREAS, the Franklin County Information Services Director requested authorization to upgrade the copiers in the Print Shop; and

WHEREAS, the Print Shop currently leases copiers from IKON and desires to upgrade; and

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

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


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby gives approval for the Franklin County Print Shop to lease a Canon IR 5570 copier from IKON Office Solutions, for a minimum of 60 months at a cost of \$633.50 per month plus applicable tax, to be paid from the Printing Budget, Number 001-000-460, line item 518.70.45.0000 (Rentals & Leases).

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign the Product Schedule on behalf of the Board.

APPROVED this 1st day of May 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
IKON Office Solutions

cc: Accounting Department
Information Services
Print Shop



**Document Efficiency
At Work.**

STATE AND LOCAL GOVERNMENT

Product Schedule Image Management

Product Schedule Number:

State and Local Government

Master Agreement Number:

This Image Management Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Franklin County, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Franklin County
Customer (Bill to) 1016 North 4th Street

Address Pasco Franklin WA 99301

City County State Zip

Customer Contact Name:

Libbie Wright

Customer Telephone Number:

509-546-3363

Print Shop

Product Location

Address

City County State Zip

Fax Number/E-mail Address:

Lwright@co.franklin.wa.us

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR 5570		
1	Saddle Finisher - T2		
1	Canon Multi-PDL Printer Kit G1		

PAYMENT SCHEDULE

Minimum Term (mos.)	Cost Per Image	Cost of Additional Images	Guaranteed Minimum Monthly/Quarterly/Other Images	Meter Reading/Billing For Additional Images
60	\$ N/A	\$.0065	65,000	<input checked="" type="checkbox"/> Monthly
Minimum Payment Without Tax				<input type="checkbox"/> Quarterly
\$ \$633.50				<input type="checkbox"/> Other
	Payment Due		Advance Payment (with tax) \$	
	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		<input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other	

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.)

Addendum(s) Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form. If the term hereof exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.
- You have applied to us, to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any month/quarter/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: Pricing per KCDA contract # 05-213. Pricing frozen for the term of the contract. Property tax included.

CUSTOMER

Title:

Date:

Authorized Signer

(Authorized Signer's printed name)

Chairman 5/1/06
Franklin County
Board of Commissioners

IKON OFFICE SOLUTIONS, INC.

X

Authorized Signer

(Authorized Signer's printed title)

Title:

Date:



Image Management Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all the services described below and is responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the first 12 months of the term of the Schedule. If the minimum term exceeds 12 months, the Image Management Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered equipment and soft-metered Products), excluding staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term

equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower cost per image and payment.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or similar factors beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages hereunder. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

2006 229

FRANKLIN COUNTY RESOLUTION NO.

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVAL FOR THE FRANKLIN COUNTY PRINT SHOP TO LEASE A
CANON IR C3220 COLOR COPIER FROM IKON OFFICE SOLUTIONS**

WHEREAS, the Franklin County Information Services Director requested authorization to upgrade the copiers in the Print Shop; and

WHEREAS, the Print Shop currently leases copiers from IKON and desires to upgrade the color copier; and

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

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


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby gives approval for the Franklin County Print Shop to lease a Canon IR C3220 color copier from IKON Office Solutions, for a minimum of 60 months at a cost of \$594.20 per month plus applicable tax, to be paid from the Printing Budget, Number 001-000-460, line item 518.70.45.0000 (Rentals & Leases).

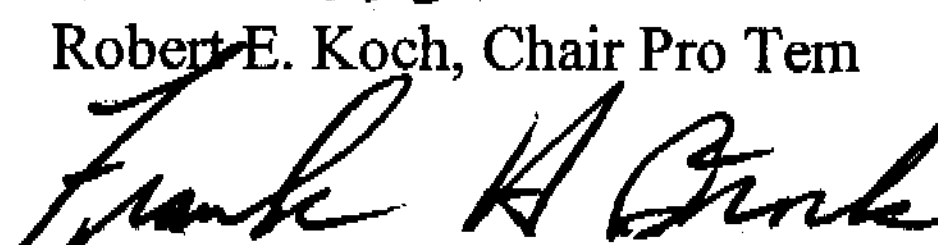
BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign the Product Schedule on behalf of the Board.

APPROVED this 1st day of May 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
IKON Office Solutions

cc: Accounting Department
Information Services
Print Shop

May 1, 2006

2006 229

Document Efficiency
At Work.

STATE AND LOCAL GOVERNMENT

Product Schedule

Image Management

Product Schedule Number:

State and Local Government

Master Agreement Number:

This Image Management Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Franklin County as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Franklin County
Customer (Bill to) **1016 North 4th Street**
Address **Pasco Franklin WA 99301**
City County State Zip

Print Shop
Product Location
Address
City County State Zip

Customer Contact Name:

Libbie Wright

Customer Telephone Number:

509-546-3363

Fax Number/E-mail Address:

Lwright@co.franklin.wa.us**PRODUCT DESCRIPTION ("PRODUCTS")**

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR C3220		
1	DADF - K1		
1	Finisher M1		
1	Color Network Multi-PDL print kit		
1	Plain Pedestal		

PAYMENT SCHEDULE

Minimum Term (mos.)	Cost Per Image	Cost of Additional Images	Guaranteed Minimum Monthly/Quarterly/Other Images	Meter Reading/Billing For Additional Images
60	\$ N/A	\$.05	0	<input checked="" type="checkbox"/> Monthly
Minimum Payment Without Tax	Payment Due	Advance Payment (with tax) \$		<input type="checkbox"/> Quarterly
\$ \$594.20	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	<input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other		<input type="checkbox"/> Other

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.)Addendum(s) Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form. If the term hereof exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.
- You have applied to us, to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE. If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.
- Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any month/quarter/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: **Pricing per KCDA contract # 05-213. Pricing frozen for the term of the contract.**
Property tax included. Black & White Images Billed @ .015

CUSTOMER

X
 (Authorized Signer's printed name) **Franklin County**
Board of Commissioners
 Title: **Chairman** Date: **5/1/06**

IKON OFFICE SOLUTIONS, INC.

X
 (Authorized Signer's printed name) **IKON**
 Title: _____ Date: _____



**Document Efficiency
At Work.™**

Image Management Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all the services described below and is responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the first 12 months of the term of the Schedule. If the minimum term exceeds 12 months, the Image Management Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered equipment and soft-metered Products), excluding staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term

equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower cost per image and payment.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or similar factors beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages hereunder. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

2006 230**FRANKLIN COUNTY RESOLUTION NO.****BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON**

**RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE A DELL
LAPTOP COMPUTER, AN HP DESKJET PRINTER, FAMILY SOFT
SOFTWARE AND MICROSOFT OFFICE 2003 PRO FOR THE CLERK'S
OFFICE FAMILY LAW FACILITATOR**

and

**CREATION OF LINE ITEM 594.12.64.0000 (CAPITAL OUTLAY) WITHIN
THE 2006 MISCELLANEOUS FACILITATOR BUDGET, NUMBER
116-000-001**

and

**INTRA BUDGET TRANSFER IN THE AMOUNT OF \$2,600 WITHIN THE
2006 MISCELLANEOUS FACILITATOR BUDGET, NUMBER 116-000-001,
FROM LINE ITEM 512.22.41.0000 (PROFESSIONAL SERVICES) TO LINE
ITEM 594.12.64.0000 (CAPITAL OUTLAY)**

WHEREAS, Franklin County Resolution 2006-203 approved the Personal Service Agreement providing for a Family Law Facilitator Service for Franklin County Superior Court Clerk, between Franklin County and Michelle Dolven; and

WHEREAS, the County Clerk notified the Board of Commissioners of the need to procure a laptop computer, software and printer for use by the Family Law Facilitator, for a total of \$2,573.02 as follows:

- Laptop: Dell Latitude D510 \$1,387.22 (includes tax)
- Printer: HP DeskJet 450 CBI Mobile \$324.85 (includes tax)
- Software: Family Soft \$860.95 (includes tax) and Microsoft Office 2003 Pro \$327; and

WHEREAS, the Clerk recommended utilizing funds from the Courthouse Facilitator Budget, Number 116-000-001, line item 512.22.41 (Professional Services); 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 laptop computer, an HP DeskJet printer, Family Soft software and Microsoft Office 2003 Pro for the Clerk's Office Family Law Facilitator.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves creation of line item 594.12.64.0000 (Capital Outlay) within the 2006 Miscellaneous Facilitator Budget, Number 116-000-001.

Franklin County Resolution No.

~~2006~~ 230

Page 2

Clerk's Office Facilitator Computer

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes an intra budget transfer in the amount of \$3,000 within the 2006 Miscellaneous Facilitator Budget, Number 116-000-001, from line item 512.22.41.0000 (Professional Services) to line item 594.12.64.0000 (Capital Outlay).

APPROVED this 1st day of May 2006.

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



Neva J. Corkrum, Chair



Robert E. Koch, Chair Pro Tem



Frank H. Brock, Member

Attest:



Mary Withers
Clerk to the Board

Originals: Auditor
Minutes
I.S.

cc: Accounting
County Clerk

Patricia Shults

From: Mike Killian
Sent: Monday, April 24, 2006 1:00 PM
To: Patricia Shults
Subject: CLERK FACILITATOR COMPUTER/PRINTER/SOFTWARE

Good afternoon Pat:

I need to meet with the Board Next week to ask for approval to purchase a laptop, printer and software for the Clerk Facilitator position.

Line item for purchase would be: BUDGET 116-000-001 LINE ITEM 512.22.41

LAPTOP: DELL LATITUDE D510 \$1387.22 INCLUDES TAX DESKJET 450 CBI MOBILE
PRINTER: HP PRINTER\$324.85 INCLUDES TAX
SOFTWARE: FAMILY SOFT \$860.95 INCLUDES TAX

AM I MISSING ANY THING?

4/24/2006

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Curtis Roy	TYPE OF ACTION NEEDED	Consent Agenda	
Meeting Date: May 1, 2006	Execute Contract	Public Hearing	X
Subject: SP-2006-09 to short plat 2.7 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 2.7 acres into two (2) lots. As proposed the lots are each approximately 1.35 acres in size. The property is zoned Residential Suburban 20,000 (RS-20).

The subject property is located west of Road 68, east of Road 72, south of Wernett Road, at the southeast intersection of Road 72 and Wernett Road. The site address is 2205 Road 72. Parcel Number 118-472-038

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-2006-09
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:

1. **Fire District 3 and Fire Code Official:** The area is covered by FD #3. A hydrant is currently located at the NE corner of Wernett Road and Road 72.
2. **City of Pasco:** No comments received.

CONDITIONS OF APPROVAL:

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Health Department (see letter dated April 5, 2006).
2. **Franklin PUD:** A 10' ft utility easement shall be reserved along Road 72 and Wernett Road. This shall be shown on the final short plat. The applicant shall comply with the PUD Standards.
3. **GIS/Assessor:** The property line currently goes to the centerline of Road 72. All lots shall show both net and gross acreage on the plat.
4. **Franklin County Irrigation District:** A valve shall be provided to each lot. Applicant shall meet and comply with the Franklin County Irrigation District standards.
5. **Franklin County Public Works:**
 - a. The 30 foot right of way for Wernett Road shall be shown as dedicated on the plat;
 - b. Road 72 lies within the City Limits of Pasco so we have no comments regarding this road;
 - c. 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;
 - d. Add the following notes to the plat: **1)** Approach permits are required for any new approaches onto County Roads; and **2)** Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewers, water and/or sanitary sewers.

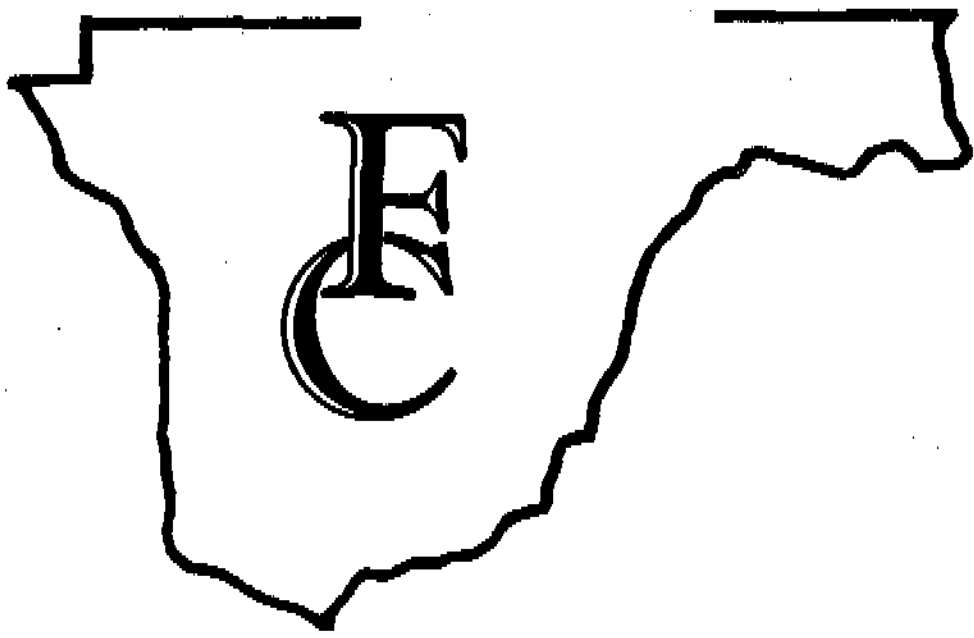
Action Summary
SP-2006-09
Page 3

6. 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 structure on Lot #2 shall be shown on the final plat. It shall be shown and labeled as to the type of structure (ie. Shed). In Notes, it shall be stated that the existing structure on Lot #2 shall not be used for dwelling purposes.
- c. Lot 2 is subject to a Park Dedication Fee (\$300.00 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 Lot 2. 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 Lot 2.**
- d. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin County Irrigation District, Franklin PUD, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- e. 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 2006-09, subject to the seven (7) findings of fact and six (6) conditions of approval.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER **2006 231**

PRELIMINARY APPROVAL

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

RE: **SP 2006-09**, an application to short plat 2.7 acres into two (2) lots. As proposed the lots are each approximately 1.35 acres in size. The property is zoned Residential Suburban 20,000 (RS-20). The subject property is located west of Road 68, east of Road 72, south of Wernett Road, at the southeast intersection of Road 72 and Wernett Road. The site address is 2205 Road 72. The Parcel Number is 118-472-038.

APPLICANT: Curtis Roy, 2205 Road 72, Pasco, WA 99301.

WHEREAS, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Curtis Roy 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 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.

RESOLUTION NUMBER 2 0 0 6 2 3 1

Preliminary Approval
SP-2006-09- May 1, 2006
Page Two

CONDITIONS OF APPROVAL:

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Health Department (see letter dated April 5, 2006).
2. **Franklin PUD:** A 10' ft utility easement shall be reserved along Road 72 and Wernett Road. This shall be shown on the final short plat. The applicant shall comply with the PUD Standards.
3. **GIS/Assessor:** The property line currently goes to the centerline of Road 72. All lots shall show both net and gross acreage on the plat.
4. **Franklin County Irrigation District:** A valve shall be provided to each lot. Applicant shall meet and comply with the Franklin County Irrigation District standards.
5. **Franklin County Public Works:**
 - a. The 30 foot right of way for Wernett Road shall be shown as dedicated on the plat;
 - b. Road 72 lies within the City Limits of Pasco so we have no comments regarding this road;
 - c. 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;
 - d. Add the following notes to the plat: 1) Approach permits are required for any new approaches onto County Roads; and 2) Lot owners shall agree to participate in future L.I.D./R.I.D.'s for roads, drainage, curb & gutters, streetlights, storm sewers, water and/or sanitary sewers.
7. **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 structure on Lot #2 shall be shown on the final plat. It shall be shown and labeled as to the type of structure (ie. Shed). In Notes, it shall be stated that the existing structure on Lot #2 shall not be used for dwelling purposes.

2006 231**RESOLUTION NUMBER**

Preliminary Approval
SP-2006-09- May 1, 2006
Page Three

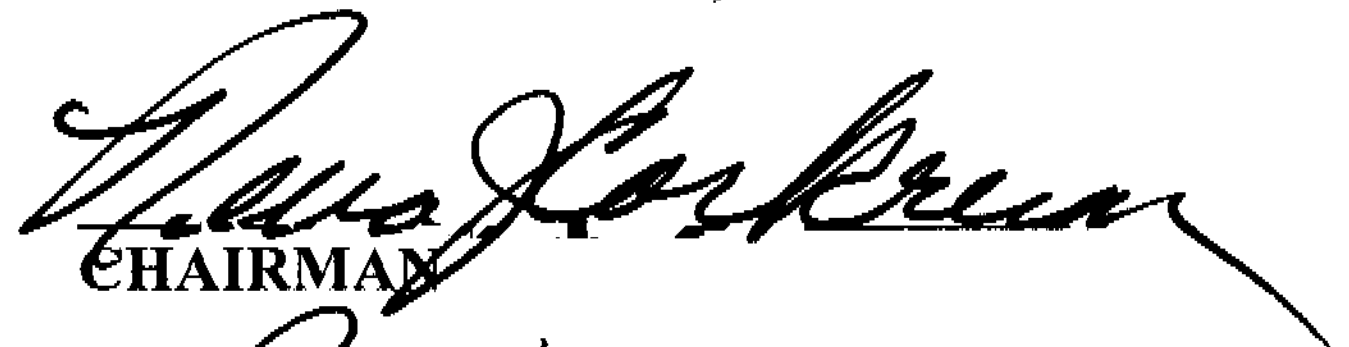
- c. Lot 2 is subject to a Park Dedication Fee (\$300.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for Lot 2. If the applicant chooses to not pay the fee prior to recording, **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 Lot 2.
- d. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin County Irrigation District, Franklin PUD, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- e. 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 1st DAY OF MAY 2006.

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


CHAIRMAN


CHAIR PRO TEM


MEMBER

ATTEST:


Clerk of the Board

CHANGE OF STATUS

Please enter the following change(s) as of: 04-12-2006

Name Richard S. Russum

Employee payroll # RUS400

Social Security #

FROM**TO**

Job Title

ENG TECH III

PROF LAND
SURVEYOR

Dept # & Title

150.000.001

Budget Line Item #

540.000.000.00

Grade - Step / Hourly Rate

G 43 S 12
3641 / MO
\$21.01/HRG 53 S 5
3921 / MO
22.62/HR**REASON FOR CHANGE:**☒ Hired☒ Regular Full Time☐ Temporary Full Time☐ Regular Part Time☐ Temporary Part Time☐ Seasonal☐ Rehire☐ Promotion☐ Demotion☐ Transfer☐ Length of Service Increase☐ Merit Increase☐ Re-evaluation of Existing Job☐ Resignation☐ Retirement☐ Layoff☐ Discharge☐ Leave of Absence to:☐ Family Leave☐ L&I Leave

Date

Other reason or explanation: 26 YEARS PROGRESSIVE EXPERIENCE IN SURVEYING

FIVE YEARS EXPERIENCE AS A PARTY CHIEF FOR FRANKLIN CO PUBLIC WORKS

SIX MONTHS AS PRACTICING PROFESSIONAL LICENSED SURVEYOR IN STATE OF WASHINGTON

Authorized by:

Approved by:

Reviewed by Human Resources Department:

Initial /Date

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

Revised 6/2002

2006 232

FRANKLIN COUNTY RESOLUTION NO.**BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON****RE: INTER BUDGET TRANSFER OF \$40,000.00 FROM THE 2006
MISCELLANEOUS EXPENSE CUMULATIVE RESERVE (RAINY DAY) FUND
BUDGET, NUMBER 100-000-001 TO THE MISCELLANEOUS EXPENSE
GRAND OLD 4TH BUDGET, NUMBER 425-000-001**

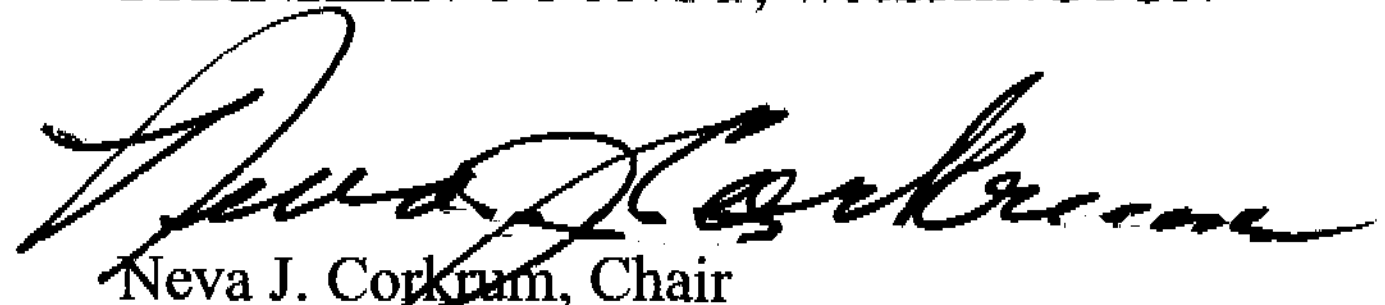
WHEREAS, the Franklin County Board of Commissioners desire to transfer \$40,000.00 from the Cumulative Reserve (Rainy Day) Fund to the Grand Old 4th Budget for the final payment for the operational expenses as detailed in Resolution 2005-449; and

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


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an inter budget transfer in the amount of \$40,000.00 from the 2006 Miscellaneous Expense Cumulative Reserve (Rainy Day) Fund Budget, Number 100-000-001, line item 597.19.00 (Current Exp – Cumulative Reserve Fund) to the Grand Old 4th Budget, Number 425-000-001, line item 573.90.00 (Contingency).

APPROVED this 1st day of May 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
Accounting Department

CC: County Administrator
Treasurer

FRANKLIN COUNTY RESOLUTION NO. 2006 233

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND P.S. MEDIA, INC. TO PROVIDE MARKETING AND ADVERTISING SERVICES IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND OLD 4TH

WHEREAS, Dave Praino of P.S. Media, Inc., agrees to provide marketing and advertising services in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$20,000.00;

WHEREAS, final payment of \$20,000.00 will be paid no later than July 30, 2006; and

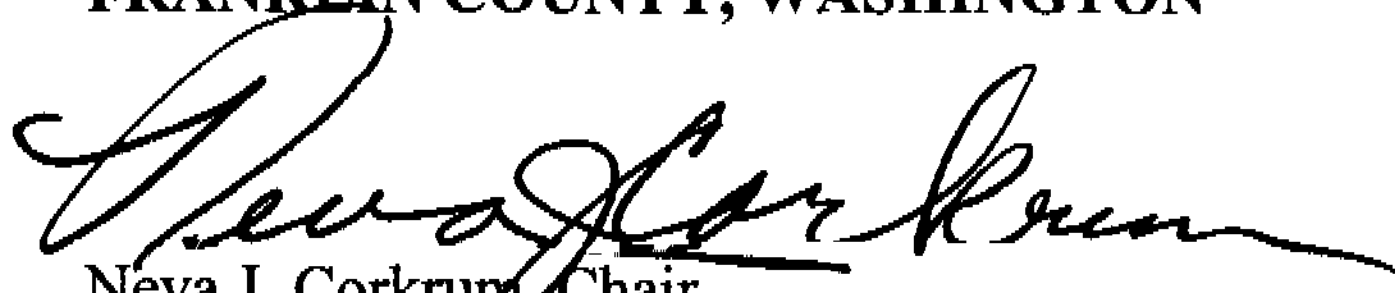
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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;

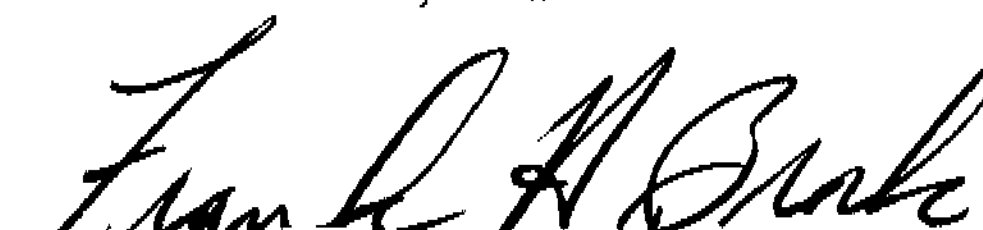
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement between Franklin County and Dave Praino, to provide marketing and advertising services in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$20,000.00

APPROVED this 1st day of May 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
P.S. Media, Inc.

cc: Accounting Department
County Administrator File
County Administrator - Invoice

PERSONAL SERVICES AGREEMENT 2006 233

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **P.S. Media, Inc.**, 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 provide marketing and advertising services in connection with the project designated Grand Old 4th.

Scope Of Services

The Contractor agrees to produce advertising material and promote the Grand Old 4th utilizing Print, TV and Radio methods, 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.

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 not exceed \$20,000.00, including tax, without express written modification of the agreement signed by the Franklin County Commissioners. Breakdown for services are as follows:
 - i. Radio/TV/Print Design \$ 2,000.00
 - ii. Contractor's Fee \$ 2,700.00
 - iii. Advertising Expenses \$15,300.00
 - \$20,000.00
- b. 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.

- c. 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.

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.

2006 233**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:

P.S. Media, Inc.
7303 W. Canal Drive, Suite A-102
Kennewick, WA 99336
Attn: Dave Praino

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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.

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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 15th day of May 2006.

CONTRACTOR:**BOARD OF COUNTY COMMISSIONER**
Franklin County, Washington

Firm: P.S. Media, Inc.


Neva J. Corkrum, Chairman

By: Dave Praino


Robert E. Koch, Chairman Pro TemSignature: 
Frank H. Brock, Member

Title: Owner/Partner

ATTEST BY:

Approved as to form:


Clerk of the Board

N/A
Ryan E. Verhulp,
Chief Civil Prosecutor