COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 22, 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.

Public Hearing: To take testimony for and against increasing the 2006 Miscellaneous Budget, Number 116-000-001, by $6,000 generated by the Clerk's Family Law Facilitator collection of user fees.

Public Hearing convened at 9:03 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Secretary Patricia Shults; and Clerk to the Board Mary Withers. Present in audience: TRAC Manager Troy Woody.

Ms. Shults said the county clerk is collecting fees from people who use the Family Law facilitator and in order to keep the monies separate from the other facilitator position, is desiring to set up a fund for that. The county clerk estimates $6000 will be received in 2006.

Mrs. Corkrum dispensed with audience participation.

Motion – Mr. Koch: I move that we approve Resolution 2006-256, accepting the Clerk's Family Law Facilitator budget for revenue and expenditure. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 1)

Consent Agenda

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

1. Approval of **joint Resolution 2006-257** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Juvenile Drug Court Contract S06-66200021 between the Juvenile Justice Center and Washington State Department of Community, Trade and Economic Development, for a term commencing April 1, 2006 and terminating on June 30, 2007. (Exhibit 2)

2. Approval of **joint Resolution 2006-258** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the County Program Agreement Amendment #0563-84594-01 between the

Juvenile Justice Center and State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, for a term commencing June 1, 2006 and terminating on June 30, 2007. (Exhibit 3)

3. Approval of County Road Fund payroll in the amount of $65,920.56 and Motor Vehicle Fund payroll in the amount of $10,198.56, for pay period ending May 18, 2006.

4. Approval of **joint Resolution 2006-259** in the matter of appointing Samantha Storm to the Developmental Disabilities Advisory Board to represent Benton and Franklin Counties (to fill Kim Blume's term of appointment) with said term expiring December 31, 2006. (Exhibit 4)

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

Landslide at Basin City

The Board had a general discussion about the landslide on Road 170 at Basin City.

City of Connell

The northeast corner of the parking lot at the Connell Community Center is owned by the county. There is also a gravel lot to the east that still belongs to the county. The Board will schedule a meeting with Connell City Manager Art Tackett.

Hours of operation

The Courthouse doors open at 8:30 a.m. and close at 5:00 p.m. Some employees have asked the Board whether the hours will change. The offices moving back the to Courthouse have been open from 9:00 a.m. to 4:00 p.m. The Board will consider the matter before making a decision.

TRAC

TRAC Manager Troy Woody met with the Board.

Storm Damage

There is some roof damage on the arena. One big vent box is hanging. Campbell and Company will repair it. One vent blew off. The wind gusts came almost from the south. Mr. Woody said TRAC lost about half of one of the barn's roofs, which peeled off. Only the first roof that was exposed was damaged. A lot of things moved from the

strong wind. Mr. Woody does not think there is a huge cost involved. The property insurance deductible is $5000 with Willis of Seattle.

Lawn Maintenance

There are still some brown spots on TRAC's lawns. Mr. Woody has met with City of Pasco staff so he now understands the procedure and schedule. TRAC and the city's ball fields share irrigation. There is a pre-determined schedule for who waters on which days. It can be adjusted as needed with prior notice to the City of Pasco. Also, a broken wire resulted in one strip of grass not getting watered.

Executive Session at 9:25 a.m. regarding contract negotiations expected to last 15 minutes.

Executive Session continued at 9:40 a.m. expected to last five minutes. Those waiting outside were notified.

Executive Session continued at 9:46 a.m. expected to last ten minutes. Those waiting outside were notified.

Open Session at 9:53 a.m.

PLANNING AND DEVELOPMENT DEPARTMENT

Planning Director Jerrod MacPherson and Human Resources Director Rosie H. Rumsey met with the Board.

Personnel

Mr. MacPherson said we have offered a position to an applicant as a permanent building inspector. Two temporary building inspector positions are available and applicants have been interviewed. Mr. MacPherson told the Board about the applicants to whom he would like to offer jobs. He asked for approval to hire the permanent building inspector at a Grade 45 Step 5.

Motion – Mr. Brock: I move that we hire Mark Darrin Faith as building inspector starting at Grade 45 Step 5. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

Ms. Rumsey said the request was reviewed and approved by the Classification Review Committee.

Ms. Rumsey left the meeting.

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 22, 2006

Building Department Update

The April Building Report was reviewed.

Recessed at 10:09 a.m.

Reconvened at 10:16 a.m.

PUBLIC WORKS

Engineer Tim Fife met with the Board. Present in audience: Tri-City Herald Reporter Anna King.

Resolution: CRP 588/Dradie Street – contract between Franklin County Public Works and Inland Asphalt Company

Motion – Mr. Brock: I move the approval of Resolution 2006-260 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

CRP 592/2006 Public Works Trust Fund (PWTF)

Motion – Mr. Koch: I move that we accept Resolution #2006-261 for the Public Works Trust Fund. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 7)

Landslide Report

Mr. Fife gave the Board a written report including some information from previous slides. He said the figure of 3 million cubic yards is an assumption. He told the Board how the number was determined. The irrigation water has been restored on a temporary basis. Mr. Fife said there really were two slides.

Local Agency Standard Consultant Agreement between Franklin County Public Works and HDR Engineering, Inc. / R-170 Road Landslide – Thornton Landslide Area

Mr. Fife asked for approval of a contract with a consultant to do work on the landslide.

Motion – Mr. Koch: I move that we accept Resolution 2006-262, the Local Agency Standard Consultant Agreement between Franklin County and HDR Engineering. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 8)

Storm Damage

Flash flooding from a storm on Friday night damaged the shoulders of McLenny and Pederson Roads. Mr. Fife showed the Board some pictures.

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 22, 2006

Prosecutor Steve Lowe, Coroner Dan Blasdel and KONA Radio Reporter Dennis Shannon joined the audience.

CORONER

Coroner Dan Blasdel and Prosecutor Steve Lowe met with the Board. Present in audience: KONA Reporter Dennis Shannon.

Inquest

Mr. Lowe has asked Mr. Blasdel to call for a coroner's inquest. It is necessary because of conflicting reports from experts. The expenses will include the expert's fees and jury fees and possibly court reporter's fees. There will not be state reimbursement. Mr. Blasdel said there are six jurors. It is a public proceeding. Mr. Blasdel does not have money to cover the costs in the Coroner's budget. Mr. Lowe expects the inquest to last one day at the most.

OTHER BUSINESS

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of vouchers as listed: Franklin County RV Facility warrants 236 through 238 for $4,415.20; TRAC Operations warrants 9435 through 9482 for $43,292.68; Current Expense warrants 50954 through 51009 for $72,899.51; Jail Commissary warrants 2198 through 2203 for $5,451.46; Election Equipment Revolving warrant 322 for $61.00; Franklin County Enhanced 911 warrants 1142 through 1143 for $3,674.95; Law Library warrant 982 for $2,646.76; and Crime Victim/Witness warrant 345 for $2,343.12; for a total of $134,784.68. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 9)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. Present in audience: KONA Reporter Dennis Shannon.

Courthouse Renovation

Microwaves for Break rooms: The Board gave approval to purchase a microwave for each break room, not to exceed $200 each.

Refrigerator: The refrigerator the coroner has used to store blood is no longer working. The Board gave approval to get a new refrigerator.

Electronic fence for bird control: An electronic fence will cost about $12,000. The front steps are covered with bird droppings. The fence will be placed all around the copper edging on the building. The Board wants the electronic fence installed.

Courtroom damage: The wind from Friday's storm pushed the rain into heat louvers, causing a leak in the courtroom. The water came in sideways. Mr. Koch asked what are we going to do to not have the problem happen again? Mr. Bowen said the louvers are on a thermostat system. A way will be found to close the louvers manually.

Parking Memo: Mr. Bowen asked the Board to send a parking memo to employees with the parking assignment list. The Board asked that the memo be sent out for the parking assignments to be in effect tomorrow. The handicapped parking space in the bullpen parking area will no longer be needed. Some Senior Citizen parking will be put in place instead of some disability (ADA) parking that is no longer needed. There are criteria in place for the number of handicapped parking spaces required.

Mr. Koch would like to address the rest of the parking underneath the covered area. Mrs. Corkrum said there is a fenced-in area for the Sheriff's Office. She thinks the judges should be able to park under the covered area. Mr. Koch asked what do we need to do to look into changing Margaret Street to one way and put some angled parking in place? Mrs. Corkrum said it would be up to the City of Pasco. Mr. Koch would like to have the area be angle parking with the patrol cars removed.

Security: Mr. Bowen would like to have a safety meeting with the judges, Prosecutor and Sheriff's Department to discuss security. He asked if the Board would give approval. The Board gave approval to proceed with a meeting.

There was discussion about the perpetual, ongoing cost if the perimeter fencing and guard station are used as presented to the Board in an earlier meeting. Mr. Koch is concerned about losing access to the Fourth Street entrance. He described where he thinks a guard station would be best located.

Grand Old 4th

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 22, 2006

Motion – Mr. Brock: I move for approval of the Personal Services Agreement between Franklin County and Davis Shows Northwest as specified. This is Resolution 2006-263. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

Dome

Mrs. Corkrum asked Mr. Bowen to find out how to protect the dome from bird droppings and find out what it would cost.

Recessed at 11:04 a.m.

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 22, 2006

There being further business, the Franklin County Board of Commissioners meeting was recessed until May 23, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman Pro Tem

Member

Attest:

Clerk to the Board

Approved and signed June 7, 2006.

EXHIBIT 1 May 22, 2006

FRANKLIN COUNTY RESOLUTION NO. 2006 256

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INCREASING THE REVENUE AND EXPENDITURE BOTTOM LINES OF THE 2006 MISCELLANEOUS COURTHOUSE FACILITATOR FUND, NUMBER 116-000-001, BY $6,000, DUE TO USER FEES COLLECTED BY THE CLERK'S FAMILY LAW FACILITATOR

and

CREATION OF REVENUE LINE ITEM 345.10.02.0000 (CLERK'S FACILITATOR USER FEES) AND EXPENDITURE LINE ITEM 512.22.41.0116 (CLERK'S FACILITATOR USER FEES) WITHIN THE 2006 MISCELLANEOUS COURTHOUSE FACILITATOR BUDGET, NUMBER 116-000-001

WHEREAS, the Franklin County Clerk notified the Board of the need to increase the bottom line of the 2006 Miscellaneous Courthouse Facilitator Fund, Number 116-000-001, due to user fees collected by the Clerk's Family Law Facilitator; and

WHEREAS, the Clerk estimated collection of $6,000 for 2006; and

WHEREAS, a public hearing was held May 22, 2006 to take testimony for and against increasing the revenue and expenditure bottom lines of the 2006 Miscellaneous Courthouse Facilitator Fund, Number 116-000-001, by $6,000; 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 approves increasing the revenue and expenditure bottom lines of the 2006 Miscellaneous Courthouse Facilitator Fund, Number 116-000-001, by $6,000, due to user fees collected by the Clerk's Family Law Facilitator.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves creation of revenue line item 345.10.02.0000 (Clerk's Facilitator User Fees) and expenditure line item 512.22.41.0116 (Clerk's Facilitator User Fees) within the 2006 Miscellaneous Courthouse Facilitator Budget, Number 116-000-001.

APPROVED this 22nd day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Attest:

Clerk to the Board

Frank H. Brock, Member

Originals: Auditor - Minutes - County Clerk cc: Accounting - Treasurer

J:\Resol-2006\BL 116 Clerk's Facilitator User Fees.doc

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 259

FRANKLIN COUNTY RESOLUTION NO. 2006 257

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT S06-66200021 BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON STATE DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract S06-66200021 between Washington State Department of Community, Trade and Economic Development and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing April 1, 2006 and terminating on June 30, 2007, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, Contract S06-66200021.

DATED this 15th day of May 2006
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

CLAUDE L. OLIVER - ABSENT

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this 22nd day of May 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Originals (5): 1-BC Commissioners, 1-FC Commissioners, 2-CTED, 1-Juvenile

EXHIBIT 2 May 22, 2006

CONTRACT FACE SHEET **CONTRACT NO. S06-66200021**

Washington State Department of Community, Trade and Economic Development
Local Government Division
Safe and Drug-Free Communities Unit
CRIMINAL JUSTICE DRUG COURT PROGRAM

1. Contractor's Name and Address:	**2. Contractor Doing Business As (Optional)**
Benton-Franklin Juvenile Justice Center 5606 W. Canal Street Suite 106 Kennewick, WA 99336	
3. Contractor Representative Sharon Paradis Administrator (509) 783-2151 (509) 736-2728 sharon_Paradis@co.benton.wa.us	**4. CTED Representative** Harvey Queen Program Manager (360) 725-3034 (360) 586-4506 P.O. Box 42525 128 10th Aveune SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$ 166,872.00	Federal:[ ] State:[X] Other:[] N/A:[ ]	April 1, 2006	June 30, 2007

9. Federal Funds (as applicable)	Federal Agency	CFDA Number
	N/A	N/A

10. Tax ID#	**13. SWV#:**	**11. UBI #**	**12. DUNS #**
91-6001299	$ -	0	000000000

14. Contract Purpose
To provide State General Fund funding to Benton-Franklin counties juvenile drug court to support and enhance the development and operation of the local drug court, and the implementation of alternative sentences.

The DEPARTMENT and the CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments and have executed the CONTRACT as of the date and year referenced above. The rights and obligations of both parties to the CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference: CONTRACT Terms and Conditions including Attachment A - Budget, and Attachment B - Statement of Work.

FOR THE CONTRACTOR

Name: Sharon A. Paradis
Title: Benton-Franklin Counties Juvenile Court Administrator

Date: May 23, 2006

Benton County Commissioner, Max E. Benitz, Jr., Chairman

Franklin County Commissioner Neva J. Corkrum, Chairman 5/22/06

approved as to form:
5/8/06
Benton County Civil Deputy Prosecutor, Sarah Villanueva

Approved Review Performed by Benton County
Franklin County Civil Deputy Prosecutor, Ryan Verhulp

FOR THE DEPARTMENT

Nancy K. Ousley
Assistant Director, Local Government Division

6/7/06
Date:

APPROVED AS TO FORM ONLY

Alice Blado (Original signature on file)
Alice Blado
Assistant Attorney General

December 3, 2003
Date:

SDFC Criminal Justice Boilerplate

EXHIBIT 2 May 22, 2006
(Complete document filed with Auditor.)

Contract No. S06-66200-021

STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
COMMUNITY SERVICES
CONTRACT SPECIFIC TERMS AND CONDITIONS

CRIMINAL JUSTIC JUVENILE DRUG COURT PROGRAM

This AGREEMENT is entered into by and between the DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT (hereinafter referred to as the DEPARTMENT), and the BENTON-FRANKLIN JUVENILE JUSTICE CENTER (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to the Department of Community, Trade and Economic Development by the Washington State Legislature who has appropriated funds to the DEPARTMENT to provide for costs incurred in the implementation of the Benton-Franklin Juvenile Drug Court Program created by Section 126 (56) of ESSB 6386.SL of the 2006 Regular Legislative Session adjourned Sine Die on March 8, 2006 and signed by the Governor on March 30, 2006. The total funds to be reimbursed to the CONTRACTOR shall not exceed the state funds reflected on line 5 of the CONTRACT Face Sheet.

SCOPE OF SERVICES

The CONTRACTOR shall administer funds awarded as reflected in the budget portion of the CONTRACT Face Sheet, solely for the continuation of a juvenile drug court for nonviolent substance abusing male and female juvenile offenders.

PERFORMANCE STANDARDS

The CONTRACTOR shall facilitate the planning portion of the Criminal Justice Juvenile Drug Court Program as amended and approved by the DEPARTMENT and such application is incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with other policies and procedures issued by the DEPARTMENT.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is as indicated in Blocks 7 and 8 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

EXHIBIT 2 May 22, 2006

FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

AGENDA ITEM		TYPE OF ACTION NEEDED					
Meeting Date:		Execute Contract	☐		Consent Agenda	☒	
Subject:	Joint Resolution for Appointment to	Pass Resolution	☒		Public Hearing	☐	
	The Developmental Disabilities Advisory Board	Pass Ordinance	☐		1st Discussion	☐	
Prepared by:	Carol Carey	Pass Motion	☐		2nd Discussion	☐	
Reviewed by:		Other	☐		Other	☐	

BACKGROUND INFORMATION

The Counties' Developmental Disabilities Advisory Board (DDAB) is a nine member board which reviews developmental disabilities service programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

Kim Blume resigned from the Developmental Disabilities Advisory Board and her term would have expired on December 31, 2006. Samantha Storm has expressed an interest in being appointed to the Developmental Disabilities Advisory Board. One position remains vacant with the resignation of Connie Hilty and will be filled upon application and recommendation of the Advisory Board.

RECOMMENDATION

1st Sign the Joint Resolution to appoint Samantha Storm to a term which expire December 31, 2006.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to appoint Samantha Storm to a term on the Developmental Disabilities Advisory Board with the term ending December 31, 2006.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 260

FRANKLIN COUNTY RESOLUTION NO. 2006 258

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 COUNTY PROGRAM AGREEMENT AMENDMENT # 0563-84594-01 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement Amendment # *0563-84594-01 between State of Washington* Department of Social and Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing June 1, 2006 and terminating on June 30, 2007, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, Contract 0563-84594 Amendment 01.

DATED this 15th day of May 2006
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

CLAUDE L. OLIVER - ABSENT
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this 22nd day of May 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Originals (5): 1-BC Commissioners, 1-FC Commissioners, 2-JRA, 1-Juvenile

COUNTY PROGRAM AGREEMENT AMENDMENT
Consolidated Contract 2005-2007

DSHS Agreement Number
0563-84594
Amendment No.
01

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

Administration or Division Agreement Number
R2CSLD
County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Juvenile Rehabilitation	DCP	1122	1122

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Rich Klemmer	8517 E. Trent Ave. Suite 202 Spokane, WA 99212-2329

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(509) 363-4666 Ext:	(509) 921-2363	klemmre@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Benton County *Benton/Franklin County Juvenile Court*	5606 W. Canal Place, #106 Kennewick, WA 99336
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001296	COUNTY CONTACT NAME Sharon Paradis

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 783-2151 Ext:	(509) 736-2728	sharon_paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

AMENDMENT START DATE	**PROGRAM AGREEMENT END DATE**
06/01/2006	**06/30/2007**

PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT
$1,202,536.00	($1,202,536.00)	$0.00

REASON FOR AMENDMENT;
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:
☐ Exhibits (specify):

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
Approved Review Performed by Benton County	Benton County Commissioner, Max E. Benitz, Jr., Chairman Franklin County Commissioner Neva J. Corkrum, Chairman Benton County Civil Deputy Prosecutor, Sarah Villanueva Franklin County Civil Deputy Prosecutor, Ryan Verhulp	5/22/06 5/9/06

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Denise Livingston Grants & Contracts Manager	5/31/06

2006 258

DEPARTMENT OF SOCIAL AND HEALTH SERVICES
COUNTY PROGRAM AGREEMENT NUMBER 0563-84594
AMENDMENT NUMBER 01

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. Amend Contract's Maximum Consideration, by a decrease of $1,202,536, for a total revised Maximum Consideration of zero (0). An original maximum consideration amount is set forth in Section 3. – Payment and Billing of the original contract. Changes to the maximum consideration will occur by JRA distribution of updated "JRA-Issued County Allocation Tables." Any allocation tables distributed to the Contractor by JRA are hereby incorporated by reference into this contract.

2. **Section 3 – Payment and Billing**. Immediately after the section title **ADD** the following paragraph:

   The Maximum consideration for the original Contract amount for this contract is $1,202,536, as detailed in subsections a.-d., of Section 3 – Payment and Billing in the original contract. Funding within this contract is divided into two fiscal years. Under-expenditure in the first fiscal year may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of each fiscal year for all counties participating in the Consolidated Contract, provided funding is available. The full list of priorities are detailed in the Revenue Sharing Request/Return Application Form, included in the Consolidated Contract 2005 Application packet. Counties shall submit their Revenue Sharing Requests/Returns Form to their respective Regional Administrators no later than June 1st of each fiscal year. Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of new "JRA-Issued County Allocation Tables." The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

All other terms and conditions of this Program Agreement remain in full force and effect.

EXHIBIT 4 May 22, 2006

JOINT RESOLUTION

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

BENTON COUNTY RESOLUTION NO. 06 301

FRANKLIN COUNTY RESOLUTION NO. 2006 259

IN THE MATTER OF APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on October 10, 2005, #05-634, and by Franklin County on September 21, 2005, #2005-391, re-creating the Benton-Franklin Counties' Developmental Disabilities Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, a vacancy exists on the Developmental Disabilities Advisory Board with the resignation of Kim Blume, and

WHEREAS, Samantha Storm has demonstrated interest and indicated willingness to accept appointment to the Developmental Disabilities Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Samantha Storm, residing at 1300 N. 24th Avenue, #A-2, Pasco, WA 99301, be hereby appointed to the Benton-Franklin Developmental Disabilities Advisory Board to fill Ms. Blume's term of appointment which will expire on December 31, 2006.

DATED: 6-5-06

Max Benitz, Chairman

Leo Bowman, Member

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

Attest: Clerk of the Board

DATED: 5/22/06

Neva Corkrum, Chairman

Robert Koch, Member

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

Attest: Clerk of the Board

Originals: Franklin County Commissioners
Human Services

Carey

EXHIBIT 5 May 22, 2006

CHANGE OF STATUS

Please enter the following change(s) as of: 05-22-2006

Name FAITH, MARK DARRIN

Employee payroll # DAR Social Security # _____

	FROM	TO
Job Title		BUILDING INSPECTOR
Dept # & Title		001.000.130
Budget Line Item #		524.20.10.20
Grade - Step / Hourly Rate		G 45 S 5 $3,218 / MO $18.57 /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: _____
Date

- ☐ Family Leave
- ☐ L&I Leave

Other reason or explanation: _____

Request of G 45 S 5 based on combination of education and years of progressive working experience as Construction Electrician and has obtained various certifications

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

FRANKLIN COUNTY
RESOLUTION NO. 2006 260

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

RE: CONTRACT BETWEEN FRANKLIN COUNTY PUBLIC WORKS AND INLAND ASPHALT COMPANY OF RICHLAND WASHINGTON FOR CRP 588 / DRADIE STREET,

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

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

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

APPROVED this 22nd 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 of the Board

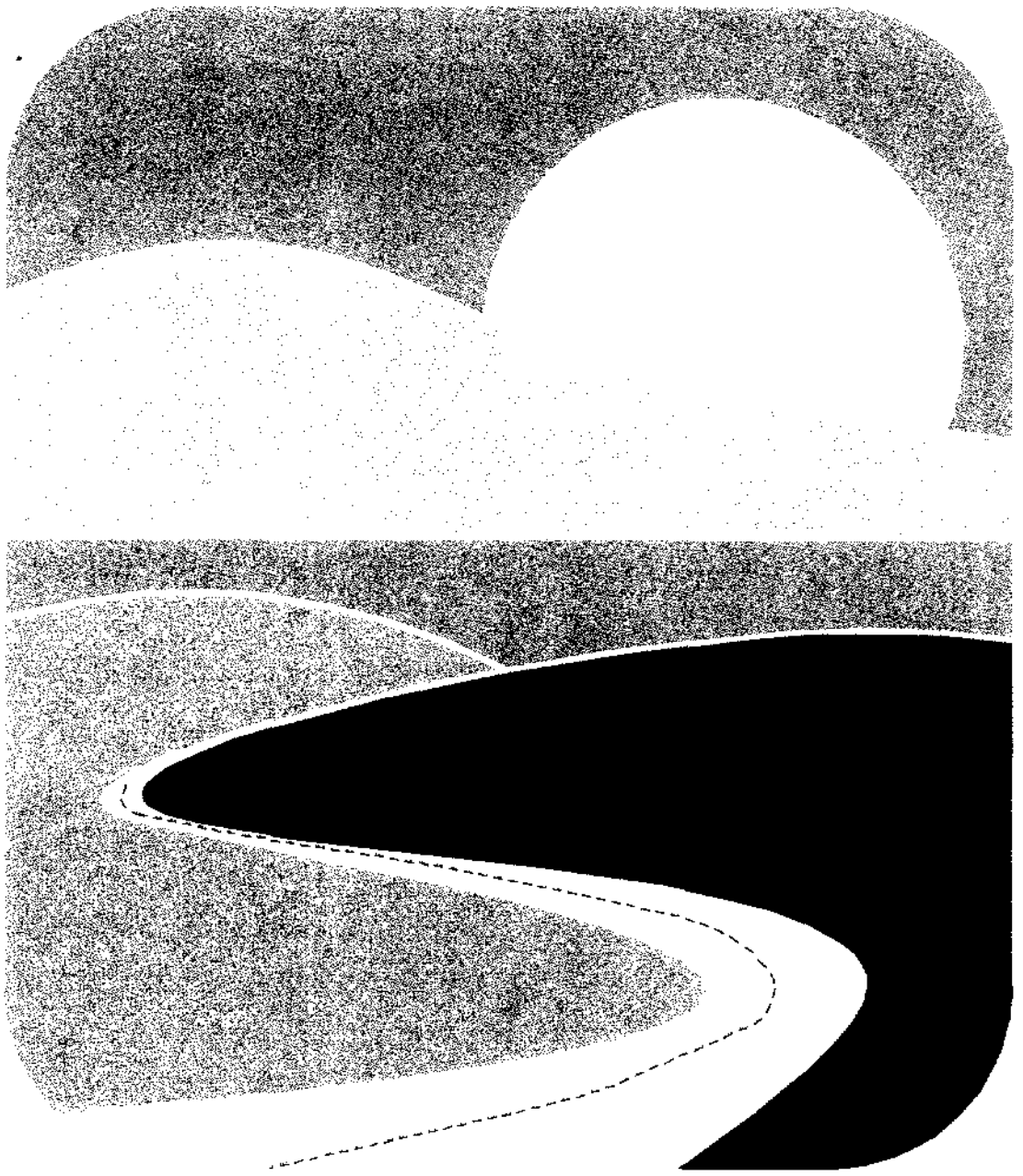
COMMISSIONERS

FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

3416 STEARMAN AVE. • PASCO, WA 99301-7104

CRP 588 / DRADIE STREET



*****CONTRACT AND PLANS *****

CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS_____day of_____, 20____, between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, *under and by virtue of Title 47 RCW as amended, and* **Inland Asphalt Co.**, hereinafter called the Contractor.

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

I. The Contractor shall do all work and furnish all tools, materials, and equipment for **CRP 588 / Dradie Street**, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State *Department of Transportation, which are by this reference incorporated herein and* made part hereof, and shall perform any changes in the work in accord with Contract Documents.

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

II. The County of Franklin hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same in accord with the attached plans, specifications, and terms and conditions herein contained; and, hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time, in the manner, and upon the conditions provided for in this contract.

III. The Contractor himself, and for his heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument in the day and year first below written, and the board of County Commissioners has caused this instrument to be executed by and in the name of said County of Franklin the day and year first above written.

Executed by the Contractor:

5/16/06
Date

Inland Asphalt Company

Contractor Doug Migas - Branch Manager

Foregoing contract reviewed and approved:

MAY 19, 2006
Date

LIBERTY MUTUAL INSURANCE COMPANY

Surety TINA DAVIS, ATTORNEY-IN-FACT

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

ATTEST:

Mary Withers 5-22-2006
Clerk of the Board

BOND NO. 14-039-915

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that **Inland Asphalt Company**, of **Richland, WA** as Principal, and LIBERTY MUTUAL INSURANCE COMPANY as Surety, are jointly and severally held and bound unto the County of Franklin in the penal sum of **Nine Thousand Two Hundred Fourty and 00/100** Dollars **($9,240.00),** for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the 19TH day of MAY A.D. 20 06, the said **Inland Asphalt Company.** Principal, herein, executed a certain contract with the County of Franklin by the items, conditions, and provisions of which contract the said **Inland Asphalt Company.** Principal, herein, agree to furnish all material and do certain work, to wit: **Inland Asphalt Company** will undertake and complete the construction of **CRP 588 / Dradie Street** according to the maps, plans, and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **Inland Asphalt Company** undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hand this 19TH day of MAY, 20 06

INLAND ASPHALT COMPANY

Doug Migas - Branch Manager

PRINCIPAL

LIBERTY MUTUAL INSURANCE COMPANY

TINA DAVIS

ATTORNEY IN FACT, SURETY

MARSH USA RISK & INSURANCE SERVICES
15 WEST SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

NAME AND ADDRESS LOCAL OFFICE OF AGENT

APPROVED:

FRANKLIN COUNTY

BY

Chair, Board of Commissioners

DATE: May 22, 2006

SURETY BOND NUMBER

14-039-915

CONTRACT NUMBER

CRP 588

FRANKLIN COUNTY
RESOLUTION NO. 2006 261

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington. In the matter in initiating a county road project designated as **CRP No. 592 / 2006 Public Works Trust Fund.**

IT IS HEREBY RESOLVED that the 2006 Public Works Trust Fund form the 2006 Public Works Trust Fund Paving Priority Array be improved as follows:

Clearing, widening, grading, drainage, surfacing, hazard elimination, alignment, bituminous surface treatment, and other related work at various project sites.

This project is hereby declared to be a pubic necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070).

IT IS FURTHER RESOLVED that an appropriation from the officially adopted 2006 Public Works Trust Fund Loan based on the County Engineer's estimate is hereby made in the amounts and for the purposes shown:

PURPOSE		**AMOUNT**
Engineering	500,000	
Right of Way Acquisition	0	
Subtotal		**500,000**
Construction	4,675,000	
Total		**5,175,000**

_____ These projects are included in the officially adopted annual road Program as Item No.____.

__X__ The project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

NOW, THEREFORE, BE IT RESOLVED that:

_____ The construction is to be accomplished by county forces in accordance With RCW 36.77.065 and WAC 136-18.

__X__ The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

ADOPTED this 22 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 of the Board

EXHIBIT 8 May 22, 2006
(Complete document filed with Auditor.)

FRANKLIN COUNTY RESOLUTION NO. 2006 262

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

RE: LOCAL AGENCY STANDARD CONSULTANT AGREEMENT BETWEEN FRANKLIN COUNTY AND HDR ENGINEERNG, INC. FOR R-170 ROAD LANDSLIDE-THORNTON LANDSLIDE AREA

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

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

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between Franklin County and HDR Engineering, Inc. is hereby approved by the Board.

APPROVED this 22 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 of the Board

Local Agency Standard Consultant Agreement

Consultant/Address/Telephone
HDR Engineering, Inc.
805 St. Andrews Loop, Suite A
Pasco, WA 99301

(509) 546-2040

Agreement Number
FC-ENG-06-001

Federal Aid Number

Project Title And Work Description
R-170 Road Landslide - Thorton Landslide Area

Conduct geotechnical investigations and evaluate options for long term solutions to stabilize or avoid the landslide areas adjacent to R-170 Road.

Agreement Type (Choose one)

☐ **Lump Sum**
Lump Sum Amount $ _____

☒ **Cost Plus Fixed Fee**
Overhead Progress Payment Rate 155 %
Overhead Cost Method
☐ Actual Cost
☐ *Actual Cost Not To Exceed* _____ %
☒ Fixed Rate 31 %
Fixed Fee $ _____

☐ **Specific Rates Of Pay**
☐ Negotiated Hourly Rate
☐ Provisional Hourly Rate

☐ **Cost Per Unit of Work**

DBE Participation
☐ Yes ☒ No _____ %
WBE Participation
☐ Yes ☒ No _____ %

Federal ID Number or Social Security Number
47-0680568

Do you require a 1099 for IRS? ☐ Yes ☒ No

Completion Date
May 31, 2007

Total Amount Authorized $ 50,000.00

Management Reserve Fund $ _____

Maximum Amount Payable $ 50,000.00

THIS AGREEMENT, made and entered into this 22nd day of May, 2006, between the Local Agency of Franklin County, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

III
GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice – required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) if required shall be shown in the heading of this AGREEMENT.

All reports, PS&E materials, and other data, furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV
TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V
PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement.

Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding $10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Workmen's compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the

Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The consultant shall comply with the American Disabilities Act of 1992, as amended.

B. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.

C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.

D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180.

IX
TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X
CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI
DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review.

XII
VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located in.

XIII
LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars ($1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV
EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the *(1) maximum amount payable; (2) delivery or* completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a claim submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV
ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI
FEDERAL AND STATE REVIEW

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII
CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit "A-1", are the Certifications of the Consultant and the Agency, Exhibit "A-2" Certification regarding debarment, suspension and other responsibility matters - primary covered transactions, Exhibit "A-3" Certification regarding the restrictions of the use of Federal funds for lobbying, and Exhibit "A-4" Certificate of Current Cost or Pricing Data. Exhibits "A-3" and "A-4" are only required in Agreements over $100,000.

XVIII
COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX
EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By _____ By _____ 5-22-06

Consultant Roy Cross, HDR Engineering, Inc. Agency Franklin County

EXHIBIT 8 May 22, 2006
(Complete document filed with Auditor.)

Exhibit A-1
Certification Of Consultant

Project No. _____

Local Agency Franklin Co.

I hereby certify that I am Roy Cross and duly authorized representative of the firm of HDR Engineering, Inc. whose address is 2805 St.Andrews Loop, Siute A Pasco,WA and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or to retain the services of any firm or person in connection with carrying out the contract.

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the board of Professional Registration.

I acknowledge that this certificate is to be available to the State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid funds and is subject to applicable State and Federal laws, both criminal and civil.

5/19/2006
Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Franklin County Washington and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledged that this certificate is to be available to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid highway funds and it subject to applicable State and Federal laws, both criminal and civil.

5/22/2006
Date

Signature

EXHIBIT 9 May 22, 2006

Franklin County Auditor

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 18, 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 18, 2006, _____
Move that the following warrants be approved for payment:

FUND	WARRANT Range	AMOUNT Issued
Expenditures		
Franklin Co RV Facility	**236-238**	**$4,415.20**
Trac Operations	**9435-9482**	**$43,292.68**
Current Expense	**50954-51009**	**$72,899.51**
Jail Commissary	**2198-2203**	**$5,451.46**
Election Equip Revolving	**322-322**	**$61.00**
Fr Cnty Enhanced 911	**1142-1143**	**$3,674.95**
Law Library	**982-982**	**$2,646.76**
Crime Victim/Witness	**345-345**	**$2,343.12**

In the amount of **$134,784.68.** The motion was seconded by _____
And passed by a vote of 3 to 0

FRANKLIN COUNTY RESOLUTION NO. 2006 263

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND DAVIS SHOWS NW TO PROVIDE A CARNIVAL, GAMES AND CONCESSIONS EACH DAY JULY 1-4, 2006 IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND OLD 4TH

WHEREAS, Lane Chamberland, agrees to provide a carnival, games and concessions each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th; 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 Davis Shows NW to provide a carnival, games and concessions each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th.

APPROVED this 22nd day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Attest:

Clerk to the Board

Frank H. Brock, Member

Originals: Auditor
Minutes
Davis Shows NW

cc: Accounting Department
County Administrator File
County Administrator - Invoice

J:\Resol-2006\Agreement - Davis.doc

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Davis Shows Northwest**, 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 a carnival, games and concessions July 1-4, 2006 in connection with the project designated Grand Old 4th.

Scope Of Services

The Contractor agrees set up all rides, games and concessions no later than 10:00 a.m., July 1, 2006, and will operate the carnival Noon to Midnight each day July 1 – 4, 2006, including the provision of all labor, materials, equipment, and supplies.

Time For Performance

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

Payment

Work under this contract does not require payment for performance.

a. The County will receive a percentage of gross sales as listed below:

$750 for Advertising

15% of Ride Gross to $25,000
20% of Ride Gross from $25,000 to $50,000
25% of Ride Gross from $50,000 to $75,000
30% of Ride Gross from $75,000 to $100,000
35% of Ride Gross over $100,000

38% of Presales
$100.00 per unit for Game and Food Concessions

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 state for a period of three (3) years after final payments. Copies shall be made available upon request.

Compliance With Laws

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

Indemnification

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

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

Insurance

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $5,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $5,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (45) days of execution of this agreement.

Independent Contractor

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

Covenant Against Contingent Fees

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

Discrimination Prohibited

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any

physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

Assignment

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

Non-Waiver

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

Termination

a. Franklin County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Contractor.

b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by Franklin County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and Franklin County, if Franklin County so chooses.

c. In the event that the Contractor terminates this agreement on or after May 1, 2006, for no fault of Franklin County or TRAC, Franklin County shall be refunded any and all deposit funds paid to Contractor within (10) business days.

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:

Lane and Jamie Chamberland
Davis Shows Northwest
39299 Shelburn Drive
Scio, OR 97374

Integrated Agreement

This Agreement represents the entire agreement between Franklin County and the Contractor. This Agreement supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

Jurisdiction And Venue

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

Changes, Modifications, and Amendments

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

Severability

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

All Writings Contained Herein

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

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

This Contract shall take effect this ____ day of _____, 2006.

CONTRACTOR:

Firm: Davis Shows Northwest

By: Lane Chamberland

Signature: Lane R Chamberli

Title: Manager

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Neva J. Corkrum, Chairman

Robert E. Koch, Chairman Pro Tem

Frank H. Brock, Member

ATTEST BY:

Mary Withers
Clerk of the Board