

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for June 19, 2006

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

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

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

1. Approval of **joint Resolution 2006-316** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Agreement between the Juvenile Justice Center and Darin R. Campbell, for a term commencing June 18, 2006 and terminating no later than December 31, 2006. (Exhibit 1)
2. Approval of **joint Resolution 2006-317** in the matter of County budgets regarding supplemental revision in the amount of \$6,000 to the 2006 Benton-Franklin Counties Juvenile Fund #0115-101, Department 173, entitled "Fee for Service Contracts." (Exhibit 2)
3. Approval of **joint Resolution 2006-318** in the matter of County budgets regarding supplemental revision in the amount of \$104,555 to the 2006 Benton-Franklin Counties Juvenile Fund #0115-101, Department 174, entitled "Grants." (Exhibit 3)
4. Approval of **Resolution 2006-319** authorizing Information Services to purchase an Epson America impact printer and Hewlett Packard LaserJet 4240n printer for the Auditor's Office, Accounting Department, for a total not to exceed \$3,700, and authorizing an inter budget transfer in the amount of \$3,700 from the Information Services Budget, Number 001-000-350, line item 518.80.48.0005 (R&M – Maintenance Agreements) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) to pay for said purchases. (Exhibit 4)
5. Approval to submit a letter to Jim Toomey, Executive Director, Port of Pasco indicating Franklin County's support of the Port of Pasco's effort to obtain a federal appropriation in the amount of \$2.8 million for the Big Pasco Industrial Center Intermodal Rail Hub Development Project. (Exhibit 5)

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6. Approval of **Resolution 2006-320** authorizing the purchase of new office furniture for Accounting as identified on the quote from Brutzman's Inc.; creation of line item 594.14.64.0060 (Accounting Furniture) within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001; and intra budget transfer in the amount of \$29,058 within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001, from line item 519.19.60.0000 (Capital Outlay-Courthouse Renovation) to line item 594.14.64.0060 (Accounting Furniture). (Exhibit 6)

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

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of the payment of the warrants as listed: Current Expense warrants 51248 through 51307 for \$184,939.42; Current Expense warrants 51308 through 51446 for \$7,811.06; Current Expense warrants 51447 through 51465 for \$6,514.42; Crime Victims warrant 347 for \$2,343.95; Franklin County RV Facility warrants 239 through 243 for \$1,238.35; TRAC warrants 9550 through 9611 for \$63,942.71; TRAC warrants 9612 through 9613 for \$5,603.24; for a total of \$272,393.15.

Second by Mr. Brock. 3:0 vote in favor. (Exhibit 7)

REGULAR AGENDA:

Request to change Margaret Street to one-way traffic

The Board reviewed a letter to Pasco Mayor Joyce Olson requesting that the City of Pasco change Margaret Street into a one-way street for one block between 4th and 5th Streets to allow angle parking. Mrs. Corkrum would like the direction to be with traffic entering Margaret Street from 4th Street and exiting Margaret Street onto 5th Street.

Motion – Mr. Brock: I move we send a letter to Mayor Joyce Olson regarding making Margaret Street one-way. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

Minutes

Motion – Mr. Koch: I move that we accept Commissioners minutes for June 5 and June 14, 2006. Second by Mr. Brock. 3:0 vote in favor.

Human Services

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Motion – Mr. Brock: I move we send a letter to Dave Hopper regarding Residential Substance Abuse Program in regard to Franklin County being ignored for the jail grant funding. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

TRAC

Figures were reviewed in the Unemployment line item in the TRAC budget. The Board will ask TRAC Manager Troy Woody their questions.

PLANNING AND DEVELOPMENT DEPARTMENT

Planning Director Jerrod MacPherson met with the Board.

Public Hearing: To take testimony for and against creating a Miscellaneous Fund #109-000-001 entitled "DOC Building Inspection," to track revenue and expenditures associated with the Franklin County Planning and Building Department to provide building inspection services for the construction of the Washington State Department of Corrections prison facility located within the corporate limits of Connell, Washington, increasing the revenue and expenditure bottom line of the 2006 Miscellaneous Budget by \$235,500.

Public Hearing convened at 9:19 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. MacPherson gave the Board a copy of the spreadsheet for the proposed budget. The proposed budget is for only 2006. During the 2007 budget workshops, the continuing budget will be determined. There will be a carryover amount from year to year until the end of the project. When the project is concluded, the county will keep the remainder of the funds.

Connell City Manager Art Tackett joined the audience.

Mr. MacPherson said Tom Cupples started work as a building inspector this morning. (Later in the meeting, he introduced Mr. Cupples to the Board.) Chris Giles will start in mid-July. Both salaries are built into the budget for the remainder of the year.

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The prison construction will have to meet code requirements. Some of the requirements were mentioned. The county will administer physical inspection of the prison.

Motion – Mr. Brock: I move the approval of Resolution 2006-321 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

CITY OF CONNELL

Connell City Manager Art Tackett met with the Board.

Property

The county bought some property in Connell from the state in 1921, parcel #109-851-109. The property is being used by the City of Connell and has been for some time. Mr. Brock said perhaps the city can work out something on a trade with the county since the county is buying some property for Public Works in Connell. An official appraisal will be needed to determine market value. The Board asked Mr. Bowen to arrange for an appraisal.

Update on Connell Development

Mr. Tackett told the Board about development that is occurring or might occur soon in Connell.

PROSECUTING ATTORNEY

Chief Civil Deputy Prosecuting Attorney Ryan Verhulp met with the Board.

Executive Session at 9:43 a.m. regarding potential litigation expected to last ten minutes.

Open Session at 9:54 a.m.

Mrs. Corkrum left the meeting to attend a funeral.

Campaign Speech Request

The Commissioners Office received a request from a candidate to conduct a campaign speech on the courthouse steps for about eight to ten minutes followed by greeting people on Friday during the day. Mr. Verhulp thinks that type of speech is permitted under the law. However, RCW 42.17.130 is the specific Washington law that basically says that public officials cannot authorize the use of public facilities for campaigning as such. This particular circumstance isn't a use of public facilities because

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the courthouse steps are a public forum that is open to use for a variety of ways.

Mr. Verhulp doesn't think the requested use is a violation of that particular RCW or the Board committing one way or another as to whether that should go on as long as the Board is not endorsing the activity or anything such as that and as long as the particular activity doesn't interfere with others' use of the courthouse and access and security.

Mr. Brock said this type of activity has been done in the past. The Board reviewed a letter that Mr. Verhulp had prepared.

Motion – Mr. Brock: I move we approve sending a letter to Mr. Guettner regarding his use of the front steps of the courthouse to announce his candidacy. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 11)

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Vouchers

Motion – Mr. Brock: I move we approve the vouchers for County Road Fund for \$224,548.06; MW & PW Equipment Fund for \$43,655.93; Probation Work Crew for \$559.08; and Solid Waste Fund for \$1812.23. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 12)

Resolution: Lease Modification #3 between Franklin County and Port of Pasco

Motion – Mr. Brock: I move for the approval of Resolution 2006-322 as listed. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 13)

Public Works Trust Fund (PWTF) Loan

Mr. Fife said we have started some work leading to paving some gravel roads. He is still hoping 30 miles can be paved with the available funds. The state has not yet sent the funds to the county.

Resolution: Six-Year Transportation Improvement Program (TIP)

Mr. Fife asked for approval to set a hearing date for the TIP. The Board reviewed the draft TIP.

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Motion – Mr. Brock: I move for the approval of Resolution 2006-323 in regard to the Six-Year Transportation Improvement Program and setting a hearing date for the same. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 14)

Landslide on Road 170

Shannon McDaniel from the South Columbia Basin Irrigation District (SCBID) asked Mr. Fife to include the SCBID in meetings that may be held with legislators regarding requesting funding to repair damages caused by the landslide on Road 170.

Resolution: Local Agency Agreement LA 5838, CRP 582 – Dilling Lane Bridge #216-0.56

Motion – Mr. Brock: I move for the approval of Resolution 2006-324 regarding Local Agency Agreement LA 5838, supplemental agreement between Franklin County and Washington State Department of Transportation for CRP 582, Dilling Lane Bridge #216-0.56. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 15)

Recessed at 10:20 a.m.

Reconvened at 10:27 a.m.

TRAC

TRAC Manager Troy Woody met with the Board.

Solicitation Policies

The Prosecutor's Office has reviewed proposed Petition and Solicitation Policies. An area outside the glass enclosure will be designated and clearly marked. Mr. Bowen would like to find out what policies other public facilities have adopted. Mr. Woody said they would need to be like TRAC, meaning facilities like convention centers.

Forecast of Unemployment Budget Line Item

Mr. Woody told the Board that TRAC had an unpaid \$10,000 unemployment bill from 2005. There is also an unpaid \$3000 unemployment bill for 2006. He is requesting approval of a one-time transfer of approximately \$15,000 from the TRAC Renewal and Replacement (capital) line item to take care of the old bills and add \$2000 for future bills for 2006. The budget was approved by the City of Pasco and the county. Mr. Woody said the Accounting Department feels he is not forecasting enough money for the rest of

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the year but he feels it will be sufficient. If more funds are needed, they can be taken from a different line item since TRAC is no longer doing a line item budget. In the past years, less than \$4000 was used in a year for unemployment. Mr. Woody said the whole Unemployment budget line item is missing from the budget.

Mr. Bowen would prefer to transfer only \$13,000 that is needed now from TRAC Renewal and Replacement line item to Unemployment. The Board asked that a resolution be prepared.

Web Site Review

Mr. Woody gave the Board a demonstration of the new traconline.com web site.

PEST CONTROL BOARD

Tom Wilson of the Pest Control Board met with the Board.

Update

The tree buy-back activity is exactly the same number as the same time period as last year, 154 trees.

Some orchards have been pulled out including an orchard at Cypress Academy, one on Russell Road, one on Glade Road about a half mile north of Russell Road, and one on Radar Hill. There is a problem with insects at the top of Sagehill Road, determined to be originating at Bailie Memorial Youth Ranch.

The Pest Control Board bought a used ATV and had it fixed. An employee is using the ATV and is able to cover 40 to 50 acres of trees per day as he handles an insect testing program.

Cherry Leaf Roll Virus

An employee has covered over 1000 acres using the ATV. Of the 130 results that came back, only about 15 were negative. This result is a concern. The testing will have to be done every two years instead of every three years. The disease kills 100% of production on a tree.

Starling Program

The starlings do not seem to be a big issue for growers. The starling traps that were prepared have not all been used. No more will be made at this time.

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Apple Maggot Program

A worker is going through training from the state which is funded by growers. High density trapping using about 300 traps will be done within a half-mile area. All traps will be checked at least once a week. The preferred treatment is to pick all the fruit off, spray the tree, and check again in the fall. In the past, the tree has been cut and the fruit destroyed.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Public Works Contract – Three Rivers Mechanical, Inc. for plumbing services for Franklin County Work Release Portable

The cost is not to exceed \$9400.62 including sales tax.

Motion – Mr. Brock: I move the approval of Resolution 2006-325 as specified. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 16)

Adjourned at 11:08 a.m.

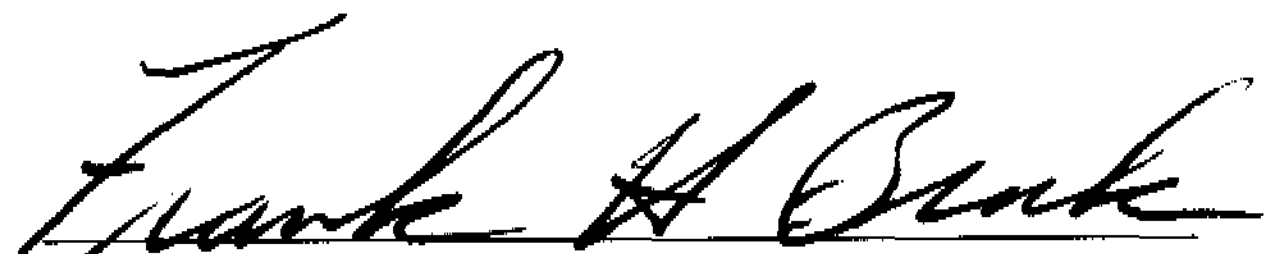
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until June 21, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed June 28, 2006.

JOINT RESOLUTION

06 317

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2006 316

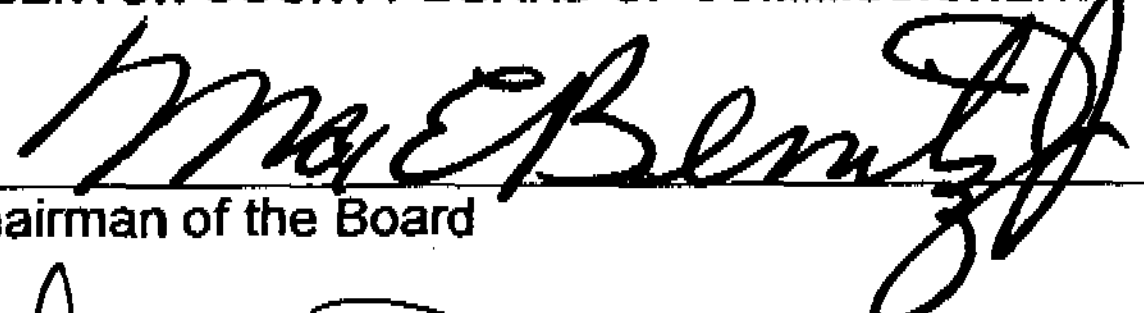
BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;


IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND DARIN R. CAMPBELL, and


WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Agreement between Darin R. Campbell and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing June 18, 2006 and terminating no later than 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.

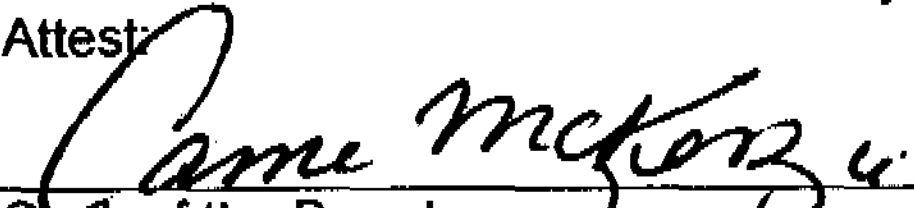
DATED this 12th day of June 2006
BENTON COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Member

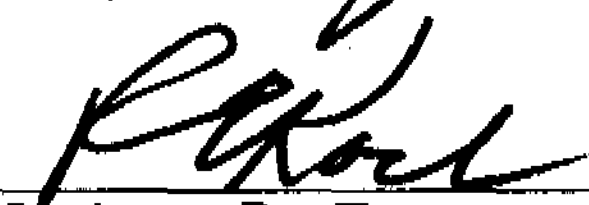

Member


Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board


DATED this 19th day of June 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Chairman Pro Tem


Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

2006 316

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

This Personal Service Agreement (the "Agreement") is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "Counties"), and Darin R. Campbell WSBA # 22301, an attorney admitted to practice law in the State of Washington, with his principal office located at 1030 N Center Parkway STE 307 (hereinafter referred to as "the Attorney") is effective from June 18, 2006 to December 31, 2006.

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

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

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

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

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

WHEREAS, the Attorney will continue to perform his civil defense panel duties as stated under his current civil contract as approved under Benton County Resolution 05 577, signed on August 29, 2005, and Franklin County Resolution 2005 342, signed August 22, 2005, and

WHEREAS, the Attorney has agreed to provide these criminal defense panel duties on an interim basis until (1) a suitable replacement candidate is selected and assumes these criminal defense panel duties or until (2) December 31, 2006, whichever is sooner.

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

1. PROFESSIONAL SERVICES

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

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

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

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

- B. The Attorney agrees not to accept appointments to provide indigent defense services in any courts other than Benton and Franklin Counties Superior Courts, Juvenile Division, including appeals therefrom during the term of this Agreement except as provided in paragraph 1A above and paragraph 5 below.
- C. The Attorney acknowledges the duty of the Juvenile Division to provide indigent persons with competent legal counsel. Accordingly, the Juvenile Court will monitor the Attorney's performance to ensure that his/her assigned clients are receiving adequate representation. In the event of a concern with the Attorney's performance, the Juvenile Court Administrator will promptly provide the specifics of the concern and the expected resolution to the Attorney in writing.
- D. In order to comply with provisions under RCW 72.05.440 and WAC 275-37-030, Background Checks: RCW 13.40.570, Sexual Misconduct by State Employees, contractors, the Attorney shall agree to a criminal history background check, conducted as necessary by the Counties.
- E. The Attorney further agrees to report a plea of guilty or a conviction of any of the following offenses to the Administrator of the Benton-Franklin Juvenile Justice Center within seven (7) days of such plea or conviction. Failure to report within seven days constitutes misconduct and grounds to immediately terminate this Agreement.
 - a) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
 - b) Any crime specified in Chapter 9A.44 RCW when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
 - c) Any violent offense as defined in RCW 9.94A.030
- F. The Attorney certifies that the Attorney has read and is knowledgeable of the requirements of RCW 13.40.570 and of all crimes included in RCW 9A.44, Sex Offenses.

2. COMPENSATION

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

- A. The Counties shall compensate the Attorney as attorney fees and not as a salary for the professional services provided in the sum of Four Thousand, Six Hundred and Five dollars (\$4,605.00) per month, pro rated for each partial month, for the period the Attorney provides services under this Agreement between June 18, 2006 and December 31, 2006. This amount shall be paid on the last business day of each month the Attorney provides services under this Agreement.
- B. Homicide cases shall be appointed to panel members on a rotational basis. Compensation shall be at the rate of sixty-five (\$65) per hour up to a maximum

amount of \$5,000.00 per homicide case. The number of hours is subject to prior approval by the Superior Court. Nothing in this contract prohibits the Superior Court from appointing any other attorney to represent an indigent respondent charged with homicide.

- C. Vendor warrants for compensation will be available for pick-up or mailing in the Prosser Office of the Benton County Auditor on the last working day of each month during the Agreement term.

3. EXPENSES

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

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

4. TERM

The term of this Agreement shall be for the period commencing upon the effective date of this Agreement, and concluding not later than December 31, 2006.

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

5. COOPERATION WITH MEMBERS OF THE JUVENILE DIVISION DEFENSE PANEL

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

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

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

6. NON-ASSIGNMENT

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

7. TERMINATION

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

background check as determined by and to the satisfaction of the Counties, this Agreement will automatically terminate effective the date of the noncompliance.

8. VACANCIES

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

9. INSURANCE/INDEMNIFICATION

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

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

Should any suit or legal proceeding be brought against Benton County and/or Franklin County or any of their officers, officials, employees or agents arising out of any act, error, neglect, omission, or default of the Attorney or anyone acting for, on behalf of, or

at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the Attorney's own expense and to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred by or obtained against Benton County and/or Franklin County or any of their officers, officials, employees or agents in such proceedings.

10. REPORTS

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

11. RELATIONSHIP OF THE PARTIES

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

12. COMPLIANCE WITH LAWS

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

under the law. The Attorney agrees to comply with that anti-discrimination policy.

13. GOVERNING LAW; FORUM

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

14. ATTORNEYS' FEES AND COSTS

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

15. SEVERABILITY

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

16. NON-WAIVER OF RIGHTS

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

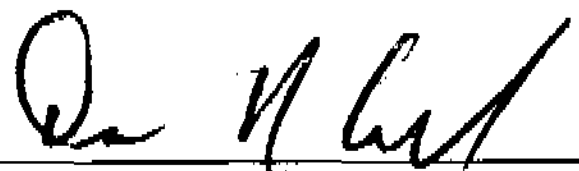

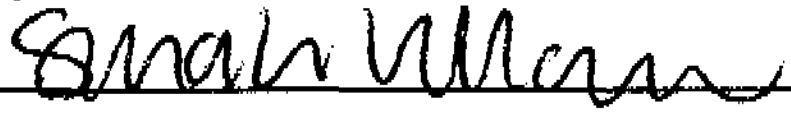
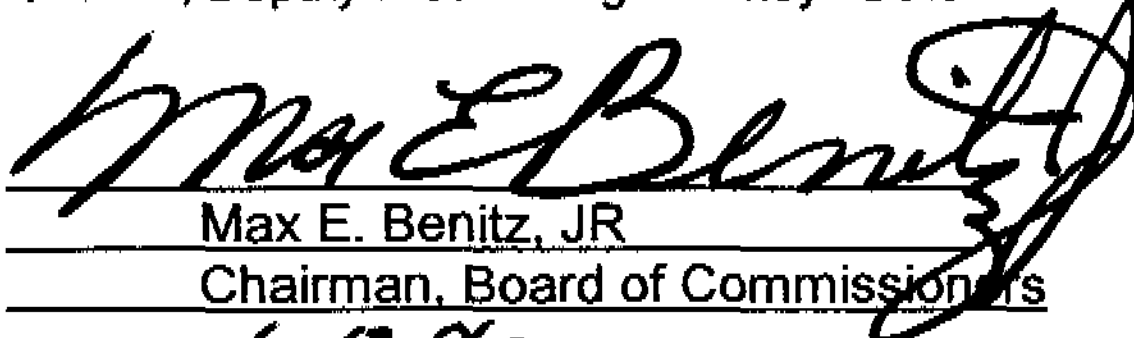

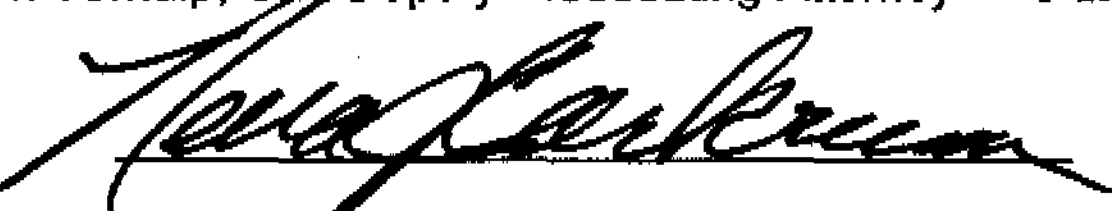

17. NOTICES

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

18. ENTIRE AGREEMENT

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

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

Attorney	Benton Franklin Counties Juvenile Justice Center
	
Darin R. Campbell	Sharon A. Paradis
Date	Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p> 6/7/06</p> <p>Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Max E. Benitz, JR</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>6-12-06</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Benton County</p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: </p> <p>Name: <u>Neva J. Conkum</u></p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: <u>JUNE 19, 2006</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA	xx
MEETING DATE: B/C 06-12-06 F/C 06-19-06			EXECUTIVE CONTRACT	xx
SUBJECT: Contract to provide interim criminal defense panel coverage			PASS RESOLUTION	xx
			PASS ORDINANCE	
			PASS MOTION	
Prepared By:	Kathryn M. Phillips	Other		
Reviewed By:	Sharon Paradis			
			1ST DISCUSSION	
			2ND DISCUSSION	
			OTHER	

BACKGROUND INFORMATION

Darin R. Campbell has provided criminal and civil defense panel services to the Benton-Franklin Counties Juvenile Justice Center since October of 2004.

Mr. Campbell is currently providing civil attorney services to youth under Truancy, At-Risk, CHINS and BECCA programs. Due to a vacation of a criminal defense panel attorney, Mr. Campbell has agreed to take on that criminal caseload until a new qualified candidate is recruited, selected and appointed.

SUMMARY

Mr. Campbell will continue to operate under his present civil contract as approved by Benton County Resolution 05 577, signed on August 29, 2005, and Franklin County Resolution 2005 342, signed August 22, 2005, and he will take on the additional duties of providing criminal defense panel services to indigent individuals subject to proceedings commenced in the Juvenile Division, and who are financially unable to obtain legal counsel.

Once an attorney is appointed to the vacated position on the defense attorney panel, Mr. Campbell will terminate the criminal contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between Darin R. Campbell, Attorney at Law, and Benton-Franklin Juvenile Justice Center beginning June 18, 2006 and terminating upon appointment of a new member to the criminal defense panel attorney or no later than December 31, 2006.

FISCAL IMPACT

The criminal defense panel rate is included in 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 the between Mr. Darin R. Campbell and the Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

06 345

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2006 317

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

IN THE MATTER OF COUNTY BUDGES REGARDING SUPPLEMENTAL REVISION IN THE AMOUNT OF \$6,000, TO THE 2006 BENTON-FRANKLIN COUNTIES JUVENILE FUND # 0115-101, DEPARTMENT 173, ENTITLED "FEE FOR SERVICE CONTRACTS", and

WHEREAS, the Benton-Franklin Counties Juvenile Justice 2006 Expenditure Budget was approved, and

WHEREAS, there is \$6,000 of unexpended contract revenues available to provide funding to purchase necessary detention communication radios, and

WHEREAS, no one appeared at the public hearing on June 12, 2006, speaking in favor or in opposition to the proposed supplement, **NOW, THEREFORE**

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties, that a supplement to the 2006 Benton-Franklin Counties Juvenile Fund #0115-01, Department 173, Fee For Service Contracts, in the amount of \$6,000, is hereby approved.

DATED this 12 day of June 2006
BENTON COUNTY BOARD OF COMMISSIONERS

MAX E. BENITZ, JR. - OPPOSED

Chairman of the Board

Leo M. Beeman

Member

Charles L. Olson

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Carm McHenry

Clerk of the Board

DATED this 19th day of June 2006
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Steve Jackson

Chairman of the Board

Phil

Chairman Pro Tem

Frank H. Brink

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Mary Withers

Clerk of the Board

Commissioners' Date Stamp:

TRANSMITTAL**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name:	Juvenile	Fund Number:	0115-101
Dept Name:	Fee For Service Contracts	Dept Number:	173

Request Summary

Expenditure BARS Number	Item Name	Supplement Amount	Revised Budget
527.400.3501	Small Equipment	\$6,000	\$5,000

Total Supplement**\$6,000****Revenue**

Fund Number	Item Name	Amount
0115-101	Short Term Transition Program 334.04.6041	\$6,000

Total Revenue**\$6,000****Basis for Supplement (Attach Documentation as Appropriate):**

The Juvenile Department requested approval to spend \$6,000 of unexpended contract revenues in their 2006 Expenditure Budget Request, to continue with the yearly replacement of 2 communication radios for detention staff. This request was denied. Without an adequate number of dependable, functioning radios, detention officers are without the necessary safety and security equipment to do their jobs, and our liability increases significantly. Juvenile is asking that Commissioners reconsider and allow funding to purchase detention communication radios.

Commissioners

Benton County

Approved for Hearing ☒Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners

Franklin County

Approved for Hearing ☒Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

06 346

FRANKLIN COUNTY RESOLUTION NO. _____

2006 318

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

IN THE MATTER OF COUNTY BUDGES REGARDING SUPPLEMENTAL REVISION IN THE AMOUNT OF \$104,555 TO THE 2006 BENTON-FRANKLIN COUNTIES JUVENILE FUND # 0115-101, DEPARTMENT 174, ENTITLED "GRANTS", and

WHEREAS, the Benton-Franklin Counties Juvenile Justice 2006 Expenditure Budget was approved, and

WHEREAS, the Juvenile Department was awarded funding by the State of Washington to support the Juvenile Drug Program in conjunction with the funds approved by both the Benton and Franklin County Boards of Commissioners, and

WHEREAS, the Juvenile Department was provided the opportunity to apply for a grant renewal for the Selective Aggressive Probation Program and the National CASA Bi-lingual Expansion Grant, and

WHEREAS, no one appeared at the public hearing on June 12, 2006, speaking in favor or in opposition to the proposed supplement, NOW, THEREFORE

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties, that a supplement to the 2006 Benton-Franklin Counties Juvenile Fund #0115-01, Department 174, Grants, in the amount of \$104,555, is hereby approved.

DATED this 12 day of June 2006
BENTON COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


Member


Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:


Clerk of the Board

DATED this 19th day of June 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

Commissioner's Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Juvenile	Fund Number:	0115-101
Dept Name:	Grants	Dept Number:	174

Request Summary

Expenditure BARS Number	Item Name	Supplement Amount	Revised Budget
527.400.1711	Coordinator	\$8,177	\$25,230
527.400.1605	Counselor II	\$23,187	\$43,455
527.400.1606	Counselor I	\$13,655	\$32,200
527.400.1667	Counselor II	\$4,296	\$8,552
527.400.2102	Social Security	\$3,773	\$43,213
527.400.2103	Medical Insurance	\$5,889	\$83,566
527.400.2104	Retirement	\$1,203	\$13,782
527.400.3101	Supplies	\$2,926	\$7,332
527.400.4101	Legal Services	\$14,400	\$45,150
524.400.4103	Professional Services (Tracking)	\$8,995	\$157,631
527.400.4111	Pro Tem	\$3,803	\$16,075
527.400.4131	Security	\$1,469	\$1,469
527.400.9108	Administrative Costs (Prosecutor and Clerk)	\$12,784	\$18,942
Total Supplement		\$104,555	

Revenue

Fund Number	Item Name	Amount
0115-101	State Juvenile Drug Court 334.04.2010	\$84,793
0115-101	CASA Program Expansion Grant 333.16.5408	\$15,032
0115-101	Selective Aggressive Probation (SAP) 333.16.5230	\$4,730
Total Revenue		\$104,555

Basis for Supplement (Attach Documentation as Appropriate):

The Juvenile Department was awarded funding by the State of Washington to support the Juvenile Drug Court Program in conjunction with the funds approved by County Commissioner in our 2006 Budget Request.

The Juvenile Department was recently provided the opportunity to apply for a grant renewal for the Selective Aggressive Probation Program. Expenditures associated with this award were not included in our 2006 Budget Request. Therefore, a supplement is needed to expend projected grant revenue accordingly.

The Juvenile Department has also been given the opportunity to apply for a grant renewal for the National CASA Bi-lingual Expansion Grant which was to end June 30, 2006. Once again, expenditures associated with this award were not included in our 2006 Budget Request, as we expected the grant to end in June. Therefore, a supplement is needed to expend projected grant revenue in accordance with Grant requirements.

Commissioners

Approved for Hearing ☒ Denied ☐

CHAIRMAN *[Signature]*

COMMISSIONER *[Signature]*

COMMISSIONER *[Signature]*

Commissioners

Approved for Hearing ☒ Denied ☐

CHAIRMAN *[Signature]*

COMMISSIONER *[Signature]*

COMMISSIONER *[Signature]*

FRANKLIN COUNTY RESOLUTION NO. 2006 319**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: AUTHORIZING INFORMATION SERVICES TO PURCHASE AN EPSON AMERICA
IMPACT PRINTER AND HEWLETT PACKARD LASERJET 4240N PRINTER FOR
THE AUDITOR'S OFFICE, ACCOUNTING DEPARTMENT****and****INTER BUDGET TRANSFER IN THE AMOUNT OF \$3,700 FROM THE
INFORMATION SERVICES BUDGET, NUMBER 001-000-350, LINE ITEM
518.80.48.0005 (R&M – MAINTENANCE AGREEMENTS) TO THE CAPITAL OUTLAY
BUDGET, NUMBER 001-000-710, LINE ITEM 594.00.64.3501 (COMPUTER
HARDWARE)****WHEREAS**, the Franklin County Auditor notified the Board of Commissioners of the need to replace printers in Accounting; and**WHEREAS**, Information Services (I.S.) obtained quotes from GovConnection for an Epson printer in the amount of \$2,368.19, Quote # 1637209.01-W, and a Hewlett Packard LaserJet printer in the amount of \$989, Quote # 16372211.01-W; and**WHEREAS**, the Information Services Director indicated funds were available in the I.S. budget to pay for said purchases; 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 an Epson America impact printer and Hewlett Packard LaserJet 4240n printer for the Auditor's Office, Accounting Department, for a total not to exceed \$3,700.**BE IT FURTHER RESOLVED** the Franklin County Board of Commissioners hereby authorizes an inter budget transfer in the amount of \$3,700 from the Information Services Budget, Number 001-000-350, line item 518.80.48.0005 (R&M – Maintenance Agreements) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.3501 (Computer Hardware) to pay for said purchases.**APPROVED** this 19th day of June 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 BoardOriginals: Auditor
Minutes
Information Services

cc: Accounting



706 Milford Road
Merrimack, NH 03054

QUOTATION

Quote # 1637209.01-W

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: June 1, 2006

Valid through: July 1, 2006

Account #: 5823437

Account Executive: John Collins

Phone: (800) 800-0019 x33166

Fax: (603) 683-0247

Email: jcollins@govconnection.com

2006 319**QUOTE PROVIDED TO:**

Franklin County, Wa
Toni Fulton

SHIP TO:

Franklin County, Wa
Toni Fulton

DELIVERY 1-30 Days A/R/O				FOB Destination		TERMS NET 30		CONTRACT ID #	
* Line #	Qty	Item #	Manuf. Part #	Description			Price	Ext	
1	1	5898711	C11C605001	DFX-9000 Impact Printer EPSON AMERICA			\$2,368.19	\$2,368.19	
	Lines: 1						Total Merchandise	\$2,368.19	
							Fee		
							Ship Via: Ground	84. pounds	
							Shipping and Handling	CALL!	
							Tax	1960.56	
							TOTAL	\$2,368.19	

4 * 2,564.75

ORDERING INFORMATION:

TERMS: NET 30
FOB POINT: DESTINATION
DELIVERY TIME: 1-30 DAYS ARO
CAGE CODE: 0GTJ3
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 52-1837891
DUNS NUMBER: 80-967-8782
CEC: 80-068888K

Ordering Address:
Attn: *Your Account Managers Name*
GovConnection, Inc.
706 Milford Road
Merrimack, NH 03054

Please be sure to include the attached quote number on your purchase order

Remittance Address:
GovConnection, Inc.
PO Box 81018
Woburn, MA 01813-1018

EFT/ACH Bank Information:
Bank: Mellon Bank
ABA#: 043000261
Account# 1032944

Sales: 800-800-0019
Fax: 603-423-2482

Important Notice - Standard Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative.



Service Options for Quote# 1637211.01-W

Ask your Account Manager about the following Service Options that are available for items that were quoted.

Options for: Item# 5705069 - HP LaserJet 4240n Printer \$1199 - \$200 Instant rebate = \$999 ends 7 / 31 / 06 (Choose one)

Qty	Item #	Part #	Description	Price	Ext. Price
1	380113	U2889E	3-Year HP CarePack Next Day Exchange Hardware Support for LaserJet	\$211.94	\$211.94
1	208934	H5479E	3-Year HP CarePack 9x5 Next Business Day Hardware Support for HP L	\$349.74	\$349.74
1	469889	U6403PE	1-year Carepack Post Warranty Next Day Exchange - U6403PE	\$105.94	\$105.94
1	208915	H4513E	HP SupPack Install Service LaserJet1***-5***,DJ 3xx,1*** (elec.) H4513E	\$158.94	\$158.94
1	197353	H2664PE	HP LJ4***/5*** series H2664PE 1-year SupPack Post Warranty Next day	\$190.74	\$190.74
1	208923	H3110E	HP SupPack Install Service LaserJet1***-5***,DJ 3xx,1*** w/netwrk H31	\$211.94	\$211.94

Please ask your Account Manager about other plans and service offerings that are available.

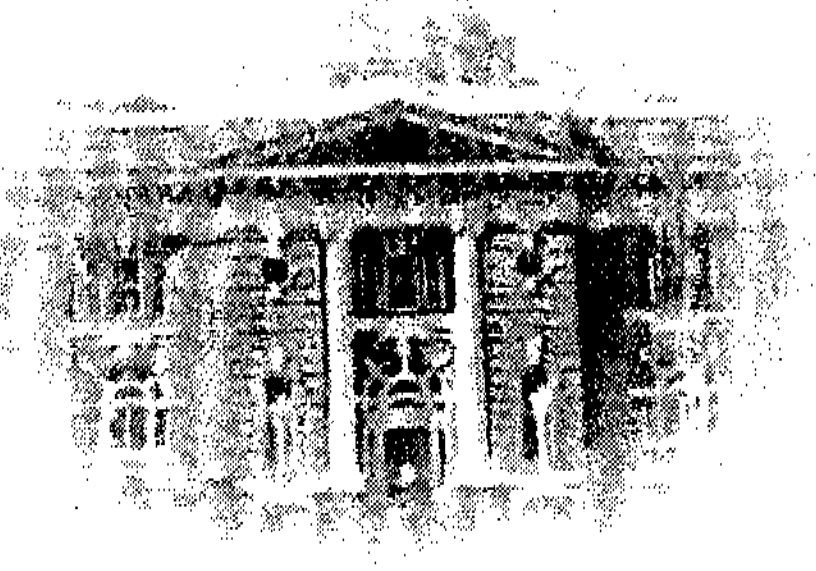
By purchasing a Service Connection Plan you agree to the terms and conditions set forth in this document and the particular service plan purchased.

June 19, 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

June 19, 2006

Mr. Jim Toomey, Executive Director
Port of Pasco
904 E. Ainsworth
Pasco, WA 99301

Re: Port of Pasco Intermodal Rail Hub Project

Dear Jim:

Franklin County is pleased to support the Port of Pasco's effort to obtain a federal appropriation for the Big Pasco Industrial Center Intermodal Rail Hub Development Project.

The project will provide important economic benefits to the local area and statewide region by securing and expanding rail connection to deep water Ports for freight displaced from the Portland gateway.

The Intermodal Terminal will stimulate competitive freight prices for agricultural producers shipping to international markets. The location of the facility is a direct investment to an existing Intermodal site already served by the BNSF and barge lines, and provides accessibility to rail service for shippers having difficulty securing trucks. The project will improve existing access to a Class 1 railroad for regional freight and stimulate the regional economy by creating a Pacific Northwest distribution point for domestic westbound freight.


We fully support the Port of Pasco's effort to request federal appropriations in the amount of \$2.8 million dollars to develop rail facilities into an intermodal hub for the movement of agricultural products, thus, enhancing the freight facility at Big Pasco.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

FRANKLIN COUNTY RESOLUTION NO. 2006 320

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AUTHORIZING THE PURCHASE OF NEW OFFICE FURNITURE FOR
ACCOUNTING and

CREATION OF LINE ITEM 594.14.64.0060 (ACCOUNTING FURNITURE)
WITHIN THE MISCELLANEOUS COURTHOUSE RENOVATION FUND,
NUMBER 310-000-001 and

INTRA BUDGET TRANSFER IN THE AMOUNT OF \$29,058 WITHIN THE 2006
COURTHOUSE RENOVATION FUND, NUMBER 310-000-001, FROM LINE ITEM
519.19.60.0000 (CAPITAL OUTLAY-COURTHOUSE RENOVATION) TO LINE
ITEM 594.14.64.0060 (ACCOUNTING FURNITURE)

WHEREAS, the Franklin County Auditor requested authorization to purchase new office furniture for the Accounting Department, to be built specifically to fit in the vault area; and

WHEREAS, the County Administrator indicated Renovation funds would be utilized to pay for said purchase; and

WHEREAS, the Auditor obtained a quote from Brutzman's Inc., in the amount of \$29,057.78; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes the purchase of new office furniture for Accounting as identified on the attached quote from Brutzman's Inc., and approves creation of line item 594.14.64.0060 (Accounting Furniture) within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001.

BE IT FURTHER RESOLVED the Board hereby approves an intra budget transfer in the amount of \$29,058 within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001, from line item 519.19.60.0000 (Capital Outlay-Courthouse Renovation) to line item 594.14.64.0060 (Accounting Furniture).

APPROVED this 19th day of June 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 – County Administrator

cc: Accounting Department

2006 320

Brutzman's, Inc.					
Client: Franklin County Auditor					
Project: New Office Furnishings for Accounting					
Date: May 18, 2006					
REVISED: JUNE 7, 2006					
OPTION 3, DOUBLE-STACK CLOSED OVERHEADS					
Quantity	Item Number	Description	List Price	Net Price	Extension
Panels and connectors					
3	E2MP-230-B	Panel, powered, 24"W x 32"H	\$ 546.00	174.72	\$ 524.16
1	E2MN-3030-B	Panel, no-power, 30"W x 32"H	\$ 470.00	150.40	\$ 150.40
1	E2MP-330-B	Panel, powered, 36"W x 32"H	\$ 636.00	203.52	\$ 203.52
2	E2MP-430-B	Panel, powered, 48"W x 32"H	\$ 714.00	228.48	\$ 456.96
1	E2MN-538-B	Panel, no-power, 60"W x 40"H	\$ 678.00	216.96	\$ 216.96
1	SPLD-8599	Panel, no-power, 12"W x 80"H	\$ 668.00	213.76	\$ 213.76
1	E2MP-278-B	Panel, powered, 24"W x 80"H	\$ 799.00	255.68	\$ 255.68
4	E2MN-3078-B	Panel, no-power, 30"W x 80"H	\$ 741.00	237.12	\$ 948.48
1	E2MN-4278-B	Panel, no-power, 42"W x 80"H	\$ 882.00	282.24	\$ 282.24
1	E2MP-4278-B	Panel, powered, 42"W x 80"H	\$ 1,027.00	328.64	\$ 328.64
3	E2MP-478-B	Panel, powered, 48"W x 80"H	\$ 1,071.00	342.72	\$ 1,028.16
4	E2MP-578-B	Panel, powered, 60"W x 80"H	\$ 1,174.00	375.68	\$ 1,502.72
2	E2DS-3678-BHL	Door, ADA lever, 36"W, 29" opening	\$ 1,667.00	533.44	\$ 1,066.88
1	E2FC-38-V	Finish post, fabric, corner, variable, 40"H	\$ 76.00	24.32	\$ 24.32
2	E2FS-30-V2I	Finish post, fabric, 3-way variable, 32"H	\$ 65.00	20.80	\$ 41.60
1	E2FC-62	Finish post, fabric, corner, 64"H	\$ 74.00	23.68	\$ 23.68
4	E2FC-78	Finish post, fabric, corner, 80"H	\$ 84.00	26.88	\$ 107.52
1	E2FS-78	Finish post, fabric, 3-way, 80"H	\$ 80.00	25.60	\$ 25.60
Electrical					
4	LUTS-0054-16UEP	Task light, under shelf, 54"W	\$ 190.00	60.80	\$ 243.20
1	LUTS-0042-16UEP	Task light, under shelf, 42"W	\$ 177.00	56.64	\$ 56.64
2	PRD-3-B	Receptacle, duplex, 6 per box	\$ 120.00	38.40	\$ 76.80
2	BFM-1-B	Base feed module, 3-circuit	\$ 167.00	53.44	\$ 106.88
1	PCE-12-BM	Extended power connector, 12"	\$ 95.00	30.40	\$ 30.40
Work surfaces and hardware					
2	ZEBA-0000-PR	Side bracket, R/H	\$ 13.00	4.16	\$ 8.32
2	ZEBA-0000-PL	Side bracket, L/H	\$ 13.00	4.16	\$ 8.32
2	ZEFS-2400-LNET	Work surface support panel, 24"D	\$ 275.00	88.00	\$ 176.00
5	ZEBR-0000-PN	Rear corner bracket	\$ 13.00	4.16	\$ 20.80
9	ZEBD-1600-PR	Cantilever, R/H	\$ 40.00	12.80	\$ 115.20
8	ZEBD-1600-PL	Cantilever, L/H	\$ 40.00	12.80	\$ 102.40
3	HKTC-21-M	Articulating keyboard tray with adj. mouse pad	\$ 426.00	255.60	\$ 766.80
1	WUCE-4872-LTSAL44	Work surface, corner ext., L/H, 48"x72"x24"	\$ 775.00	248.00	\$ 248.00
1	WUCE-6072-LTSAL44	Work surface, corner ext., L/H, 60"x72"x24"	\$ 813.00	260.16	\$ 260.16
1	WUCE-4860-LTSAL44	Work surface, corner ext., L/H, 48"x60"x24"	\$ 639.00	204.48	\$ 204.48
1	WUCE-5460-LTSAR44	Work surface, corner ext., R/H, 54"x60"x24"	\$ 654.00	209.28	\$ 209.28

EXHIBIT 6
(Complete document filed with Auditor.)

June 19, 2006

Work surfaces and hardware (continued)					
1	WUCE-4860-LTSAR44	Work surface, corner ext., R/H, 48"x60"x24"	\$ 639.00	204.48	\$ 204.48
1	WURA-3090-LTSA	Work surface, rectangular, 30" x 90"	\$ 533.00	170.56	\$ 170.56
2	WURT-3060-LTSAN45	Work surface, rect. transitional, 24"/30"x60"	\$ 410.00	131.20	\$ 262.40
1	WURT-3060-LTSAN54	Work surface, rect. transitional, 30"/24"x60"	\$ 410.00	131.20	\$ 131.20
1	WURR-2460-LTSAL	Work surface, radius corner, L/H, 24" x 60"	\$ 384.00	122.88	\$ 122.88
1	WUT2-1260-LTSC	Counter top, 12" x 60"	\$ 311.00	99.52	\$ 99.52
1	ZEPT-0000-PNE	Counter top bracket kit	\$ 29.00	9.28	\$ 9.28
1	SDQ1-2448	Desk shell, 24" x 48"	\$ 1,035.00	393.30	\$ 393.30
Storage, paper management and seating					
3	PPD-18	Pencil Drawer	\$ 68.00	21.76	\$ 65.28
3	JPMH-24-S1	Pedestal, mobile, box/box/file, 24"D	\$ 607.00	230.66	\$ 691.98
6	JPMJ-24-S1	Pedestal, mobile, file/file, 24"D	\$ 568.00	215.84	\$ 1,295.04
2	UEFS-1672-PML	Universal overhead shelf, closed, 72"W	\$ 945.00	302.40	\$ 604.80
14	UEFS-1660-PML	Universal overhead shelf, closed, 60"W	\$ 656.00	209.92	\$ 2,938.88
4	UEFS-1648-PML	Universal overhead shelf, closed, 48"W	\$ 553.00	176.96	\$ 707.84
2	UEFS-1642-PML	Universal overhead shelf, closed, 42"W	\$ 534.00	170.88	\$ 341.76
9	DTPR-1	Jump Stuff diagonal sorter, 3-section	\$ 42.00	25.20	\$ 226.80
3	DTPT-1	Jump Stuff phone shelf	\$ 51.00	30.60	\$ 91.80
3	DSR-48-F	Jump Stuff mounting rail, 48"	\$ 173.00	103.80	\$ 311.40
3	M211-1742	Task chair, adj. arm, bio-synch tilt	\$ 782.00	344.08	\$ 1,032.24
Zona's Office					
2	ZUBF-0000-PN	Flush mount plate	\$ 18.00	5.76	\$ 11.52
1	FDRF-30	Flipper door, fabric, 30"W	\$ 387.00	123.84	\$ 123.84
2	SR-30	Shelf, regular, 30"W	\$ 161.00	51.52	\$ 103.04
1	ZEED-1600-PR	Cantilever, R/H	\$ 40.00	12.80	\$ 12.80
1	ZEED-1600-PL	Cantilever, L/H	\$ 40.00	12.80	\$ 12.80
1	WURA-2466-LTSA	Work surface, rectangular, 24" x 66"	\$ 372.00	119.04	\$ 119.04
3	WT-84	Wall track, 1 pair, 84"H	\$ 122.00	39.04	\$ 117.12
Non Haworth Item					
14	HON215P	Vertical file, 5-drawer, letter size, 28.5"D	\$ 686.00	379.59	\$ 5,314.26
Sub-total					\$ 25,550.82
Installation					\$ 1,280.00
Sub-total					\$ 26,830.82
Tax					\$ 2,226.96
TOTAL					\$ 29,057.78
NOTES: Discount structure per U.S. Communities contract #N001593.					
Vendor: Haworth, Inc. c/o Brutzman's, Inc.					
Discounts: Systems products - 68%, Storage items - 62%, Seating - 56%, Accessories - 40%.					
Pricing based on grade "A" seating and panel fabrics.					
Storage component pricing based on #1 drawer pull.					
Lead time: 5 to 6 weeks.					
FOB Point: Destination.					
Terms: Net 30 days.					
***Non Haworth item requires a separate purchase order to Brutzman's, Inc.					

EXHIBIT 7
Franklin County Auditor

June 19, 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

June 16, 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, June 16, 2006,
Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	51248-51307	\$184,939.42
Current Expense	51308-51446	\$7,811.06
Current Expense	51447-51465	\$6,514.42
Crime Victims	347	\$2,343.95
FC RV Facility	239-243	\$1,238.35
TRAC	9550-9611	\$63,942.71
TRAC	9612-9613	\$5,603.24

In the amount of \$272,393.15. The motion was seconded by
And passed by a vote of 2 to 0

Accounting
545-3505

Elections
545-3538

Recording
545-3536

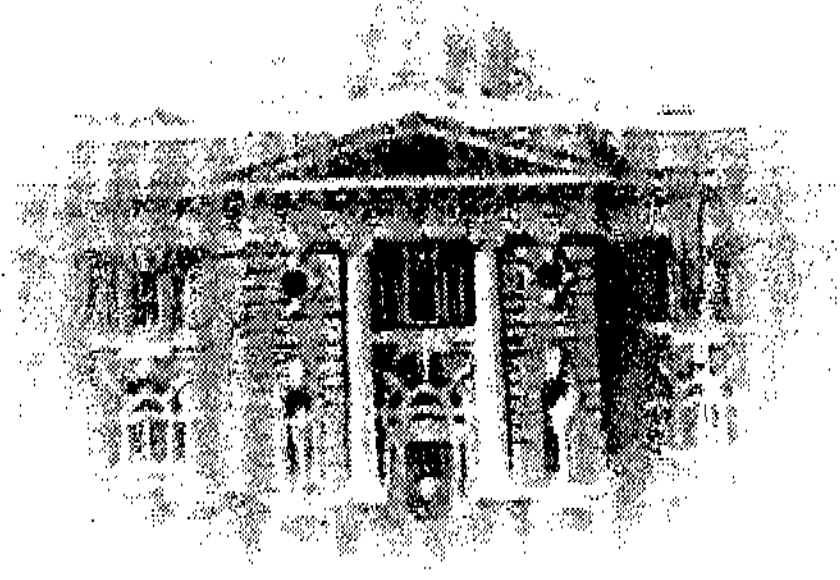
Licensing
545-3533

June 19, 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

June 19, 2006

Mayor Joyce Olson
City of Pasco
P.O. Box 293
Pasco, WA 99301

Re: Margaret Street

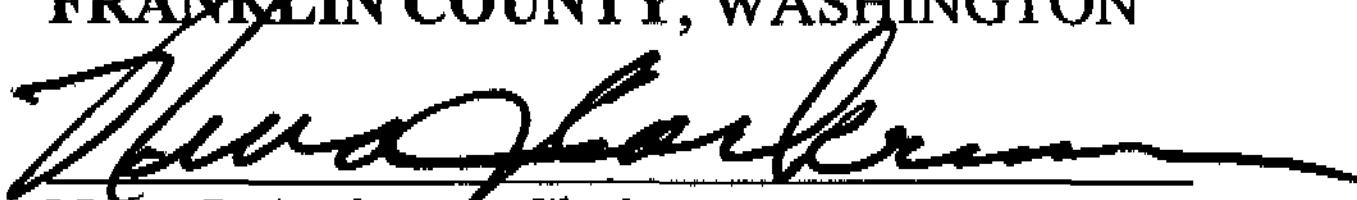
Dear Joyce:

We are requesting that the City of Pasco change Margaret Street to a one-way street for one block between 4th and 5th Streets and allow angle parking. This will provide additional parking for people using the courthouse for Franklin County business and City of Pasco Municipal Court business. Please include this request on your City Council agenda for discussion and action.

We are also considering making Octave Street between 4th and 5th Streets into a one-way street to allow for angle parking. It is a county-owned street.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

cc: City Manager Gary Crutchfield
File/LB

June 19, 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

June 19, 2006

Dave Hopper, Director
Department of Human Services
7207 W. Deschutes Avenue
Kennewick, WA 99336

Re: Residential Substance Abuse Treatment Program (RSAT)

Dear Dave:

We are disappointed that the Franklin County Jail has not been able to participate in the Residential Substance Abuse Treatment Program (RSAT). Would you please notify us of any possible sources of funding you are aware of for this type of program? If there are grants available, would you please apply for any grant funding that may be available in the future for Franklin County to participate in such a program.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

cc: Sheriff Richard Lathim
Benton County Commissioners
File/LB

FRANKLIN COUNTY RESOLUTION NO. 2006 321

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY WASHINGTON

RE: CREATION OF A MISCELLANEOUS FUND, NUMBER 109-000-001 ENTITLED "DOC BUILDING INSPECTION", TO TRACK REVENUE AND EXPENDITURES ASSOCIATED WITH THE FRANKLIN COUNTY PLANNING AND BUILDING DEPARTMENT TO PROVIDE BUILDING INSPECTION SERVICES FOR THE CONSTRUCTION OF THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS PRISON FACILITY LOCATED WITHIN THE CORPORATE LIMITS OF CONNELL, WASHINGTON, INCREASING THE REVENUE AND EXPENDITURE BOTTOM LINES OF THE 2006 MISCELLANEOUS BUDGET BY \$235,500

WHEREAS, Franklin County Resolution 2006-276 approved the Interlocal Agreement between Franklin County and the City of Connell for providing building inspection services for the construction of the Washington State Department of Corrections prison facility located within the corporate limits of Connell, Washington; and

WHEREAS, the Franklin County Planning and Building Department expects to receive \$235,500 as a portion of the funding in 2006 for building inspection services from the City of Connell, paid by the Washington State Department of Corrections; and

WHEREAS, a public hearing was held June 19, 2006, to take testimony for and against creating a Miscellaneous Fund, Number 109-000-001 entitled "DOC Building Inspection", to track revenue and expenditures associated with the Franklin County Planning and Building Department to provide building inspection services for the construction of the Washington State Department of Corrections prison facility located within the corporate limits of Connell, Washington, increasing the revenue and expenditure bottom line of the 2006 Miscellaneous Budget by \$235,500; 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 creation of a Miscellaneous Fund, Number 109-000-001 entitled "DOC Building Inspection", and associated line items as identified on the attached, to track revenue and expenditures associated with the Franklin County Planning and Building Department to provide building inspection services for the construction of the Washington State Department of Corrections prison facility located within the corporate limits of Connell, Washington, increasing the revenue and expenditure bottom lines of the 2006 Miscellaneous Budget by \$235,500.

APPROVED this 19th day of June 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

Originals: Auditor - Minutes - Accounting

cc: Treasurer - Planning/Building

EXHIBIT 10
2006 Building Dept/DOC/City of Connell
2006 Expenditures
Fund Number 109-000-001

June 19, 2006

2006 321

Description	Line Item Number	Amount
Revenues		
Building Permits & Plan Review Fees	322.10.00.1001	\$ 235,500
Total Revenue Appropriation		235,500

Expenditures		
Contingency	589.00.00.0000	86,631
Salaries		
Building Inspector	524.21.10.0010	24,116
Building Inspector	524.21.10.0020	17,494
Subtotal - Salaries		41,610
Personnel Benefits		
Social Security	524.21.20.0001	3,183
Medical, Dental, Vision, Life	524.21.20.0002	7,020
Retirement	524.21.20.0003	578
Industrial Insurance	524.21.20.0004	2,438
Unemployment	524.21.20.0005	150
Subtotal - Personnel Benefits		13,369
Office & Operating Supplies		
Office Supplies	524.21.31.0000	500
Subtotal - Office & Operating Supplies		500
Other Services And Charges		
Plan Reviews	524.21.41.0001	60,000
Communications	524.21.42.0000	1,440
Vehicle Rental/Mtce.	524.21.45.0000	4,000
Dues	524.21.49.0001	250
Books/Subscriptions	524.21.49.0002	400
Tuition/Schooling	524.21.49.0003	500
Subtotal - Other Services And Charges		66,590
Capital Outlay		
Building Inspection Vehicle	594.24.64.0001	18,000
Chairs(2)	594.24.64.0002	400
Computers(2)	594.24.64.0003	3,600
Desks(2)	594.24.64.0005	1,000
Printer	594.24.64.0006	500
File Cabinets(5)	594.24.64.0007	2,800
Bookcase	597.24.64.0008	500
Subtotal - Capital Outlay		26,800
Total Expeniture Appropriation		\$ 235,500

June 19, 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

June 19, 2006

Mr. Patrick Guettner
4605 Moline Lane
Pasco, WA 99301

Dear Mr. Guettner:

The Board of Franklin County Commissioners is in receipt of your request to conduct a campaign speech on the front Fourth Avenue facing steps of the Franklin County Courthouse on or about 11:30 a.m. on Friday, June 23, 2006. Your request explains the campaign speech will consist of an approximately ten (10) minute speech, followed by a session to greet persons in attendance.

Please take notice that the Board of Franklin County Commissioners has no objection to your request proceeding per the terms detailed above. Also, please be reminded that such activity must not block access, nor interfere with security, to the Franklin County Courthouse.

It should be understood that this letter in no way amounts to an endorsement or supporting of the above mentioned activity by Franklin County or its officials in recognition of the requirements of RCW 42.17.130.


Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Neva J. Corkrum, Chair


Robert E. Koch, Member


Frank H. Brock, Member

NJC/REK/FHB:df

sc: Steve M. Lowe, Franklin County Prosecuting Attorney
Ryan Verhulp, Deputy Prosecuting Attorney

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 \$224,548.06 ON THIS 19TH DAY OF JUNE 2006.

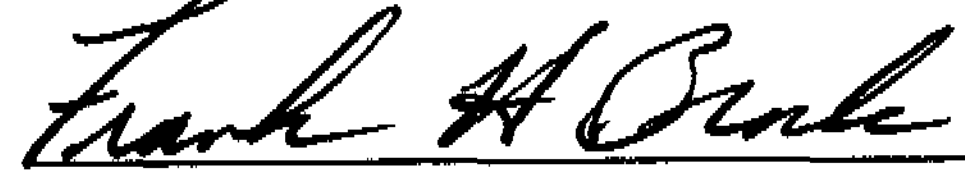
ABSENT

COUNTY ROAD FUND
 15000
 150 000 001 540 00

Board Member



Board Member



Board Member

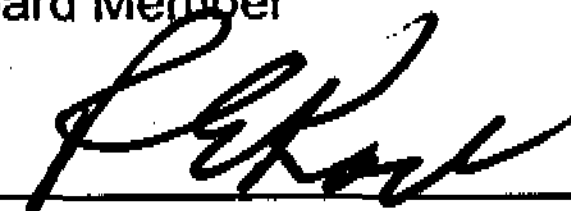
Voucher #	Claimant	Purpose	Amount
	BIG BEND ELECTRIC COOP	monthly service	297.64
	BRUTZMAN'S	bond paper/pens/lamp/tape/chair	582.27
	CASCADE NATURAL GAS	monthly service	21.97
	CASCADE FIRE PROTECTION CO.	annual backflow test	160.00
	COLUMBIA GRAIN & FEED	trimmer line/fuel line rapair on auger	51.63
	CONNELL SAND & GRAVEL	1/2" to 1/4" chips	55118.01
	FRANKLIN CO PUD	monthly service	844.80
	FRANKLIN CO GRAPHIC	renew subscription	25.00
	FRANKLIN CO INFO SERVICES	work orders/backup phone/DIS invoice/scan charges	1036.96
	HEVLY TECH SERVICES CO.	moisture/density gauge calibration/upgrade	2246.40
	INTERMOUNTAIN MATERIALS TEST	sieve analysis	273.90
	LOURDES BUSINESS HEALTH	professional testing	125.00
	ALPINE PRODUCTS, INC.	yellow markers	2073.78
	B.F.U.C.C.	annual membership assessment	50.00
	GUY WALTERS	reimburse for cell phone	342.84
	HOLIDAY INN EXPRESS - LACEY	lodging for Mendez	225.21
	PAPE' MATERIAL HANDLING	skid loader/asphalt planer rental	1624.51
	SAFETYLINE	embroidered safety vests	422.86
	NORTHWEST BUSINESS STAMP	XL stamp	41.76
	ORKIN EXTERMINATING	bi-monthly service	67.04
	OXARC, INC.	best n-dex plus nitrile	16.84
	PACIFIC OFFICE AUTOMATION	excess meter charge/ink cartridge	177.98
	PATTY PRUETT	monthly service	260.00
	RANCH & HOME	rubber mallet/PC home project	46.87
	TRANSTATE PAVING CO.	hot asphalt concrete	1036.70
	TRI-CITY SIGN AND BARRICADE	case pink marking paint	40.18
	UNITED RENTALS NORTHWEST	hubs/tape/survey whiskers	998.95
	U.S. LINEN	service	111.71
	UTILITIES UNDERGROUND LOCATE	notifications	62.10
	PUBLIC WORKS BOARD	trust fund loan	156125.73
	ZEE MEDICAL SERVICE	silver mirror	39.42

VOUCHER APPROVAL

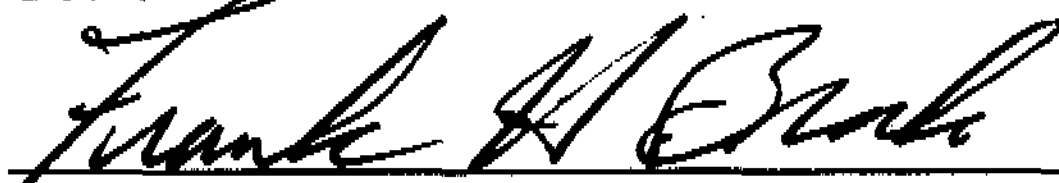
WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$43,655.93 ON THIS 19TH DAY OF JUNE 2006.

2006 YEAR VOUCHERS**ABSENT****MV&PW EQUIPMENT FUND****500 000 001****548.60**

Board Member



Board Member



Board Member

Voucher #	Claimant	Purpose	Amount
	Astleys Automotive Warehouse	Oil & transmission filters	76.76
	Basin Disposal	Monthly service to shop	151.31
	Cascade Natural Gas	Monthly service to shop	75.52
	Central Hose & Fittings	Hydraulic hose, plugs, clamps, & cap nuts	310.71
	Columbia Basin Paper	Toilet seat covers, liquid hand soap & towels	174.47
	Connell Oil	Diesel & gasoline	22,585.74
	Critzer Equipment	Edges	9,580.68
	Federal Express	Transportation charges for parts	12.03
	I-R Equipment & Service	Baacket, switches, wiper, bar & clamps	1,177.49
	Norco, Inc.	Parts for welder & shield	179.31
	Pacific Steel	Steel plates for HT9410	186.83
	Rowand Machinery Co.	V-belt & air filters	121.57
	Ranch & Home	Wheelbarrow	54.14
	Six States Distributors	Center bearing, tandem & misc.	161.65
	Tri-City Battery	Battery	71.52
	Wingfoot Commercial Tire	Tires for TR1674	182.14
	Wondrack Distributing	Diesel & gasoline	7,775.17
	W.W. Grainger, Inc.	Portable blower & parts	778.89

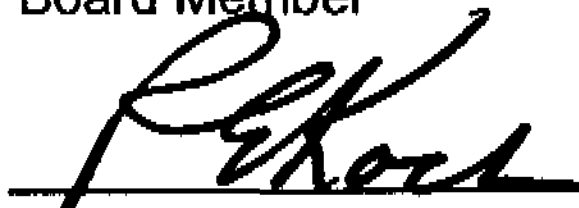
VOUCHER APPROVAL

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 \$559.08 ON THIS 19TH DAY OF JUNE 2006.

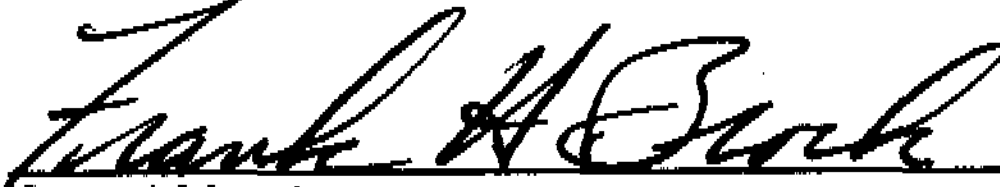
ABSENT

Probation Work Crew
152 002 001
523 30

Board Member



Board Member



Board Member

Voucher #	Claimant	Purpose	Amount
	BDI TRANSFER	litter crew disposal costs	552.96
	CINGULAR WIRELESS	monthly service	6.12

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 \$1,812.23 ON THIS 19TH DAY OF JUNE 2006.

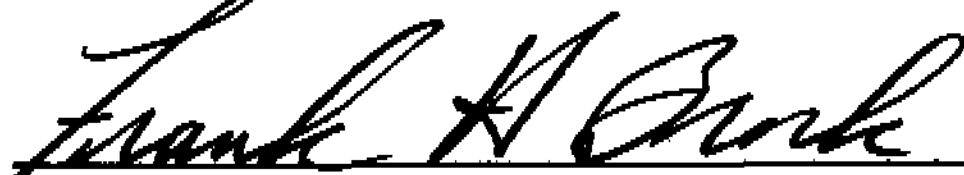
SOLID WASTE FUND
152 001 001
539 10

ABSENT

Board Member



Board Member



Board Member

Voucher #	Claimant	Purpose	Amount
	B&B EXPERSS PRINTING	printing of "free dump" coupons	158.78
	BDI TRANSFER	dump coupons	439.70
	HUSK OFFICE SUPPLIES	cd envelopes	9.74
	NORTHWEST CONTAINER RENTALS	recycle box rent	367.22
	TRI-CITY HERALD	compost workshop advertisement	836.79

FRANKLIN COUNTY RESOLUTION NO. 2006 322

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

RE: LEASE MODIFICATION #3 BETWEEN FRANKLIN COUNTY AND PORT OF PASCO

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 lease agreement as being in the best interest of Franklin County, and

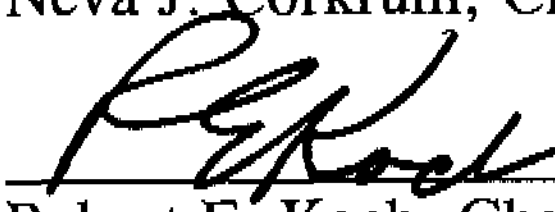
NOW, THEREFORE, BE IT RESOLVED, that the attached lease agreement between Franklin County Public Works and the Port of Pasco, is hereby approved by the Board.

APPROVED this 19 day of June, 2006.


Approved:

ABSENT

Neva J. Corkrum, Chair

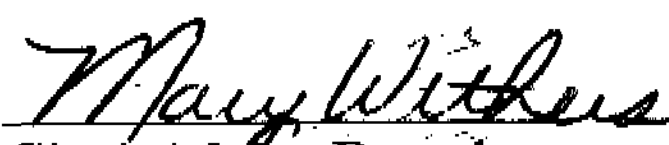


Robert E. Koch, Chair Pro Tem



Frank H. Brock, Member

Attest:



Clerk of the Board

LEASE MODIFICATION #3

THIS MODIFICATION OF LEASE is made and entered into this 8th day of June 2006, by and between the Port of Pasco, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, hereinafter referred to as "Port", and **Franklin County Engineers Department**, hereinafter referred to as "Lessee", witnesseth:

1. OPERATIVE FACTS: The Port and the Lessee entered into a certain lease of premises on the April 1, 1997 concerning the following described premises situate in Franklin County, State of Washington, as follows:

Commencing at the intersection of Stearman Avenue and Boeing Street, Tri-Cities Airport: thence Southerly on the center-line of said Stearman Avenue on a bearing of south 18°50'18" east for a distance of 282.0 feet, thence south 71°09'42" west a distance of 40 feet to the true point of beginning and the southerly right-of-way line of said Stearman Avenue; thence continuing south 71°09'42" west a distance of 350.54 feet; thence north 18°50'18" west a distance of 60.22 feet to a point on the easterly right-of-way line of said Boeing Street; thence north 54°54'05" east along said easterly right-of-way line a distance of 365.15 feet to a point on the southerly right-of-way line of said Stearman Avenue; thence south 18°50'18" east along the southerly right-of-way line of said Stearman Avenue a distance of 162.46 feet to the true point of beginning. Containing in all 0.90 acres, more or less.

The above described leased premises includes an easement for the ingress and egress of Port of Pasco and Federal Aviation Administration vehicular traffic as indicated on Exhibit 'A',

hereinafter called the "Premises".

Which lease was for a term of ten (10) years commencing April 1, 1997 and ending March 31, 2007. It is the purpose of this to modify said agreement.

2. RENTAL MODIFICATION: As contained in the rental adjustment section of the lease (page 1) and as modified and increased by this modification shall be the sum of **Three Thousand Four Hundred Fifty Five and 79/100 (\$3,455.79)** per month which said rental Lessee hereafter covenants and agrees to pay starting July 1, 2006 and ending March 31, 2009.

3. BOND: It is understood and agreed between the Port and the Lessee herein that by reason of the above rental modification, Lessee's bond under page 4, paragraph VII of the lease referred to shall be in the amount of N/A (\$) in the form satisfactory to the Commissioners of the Port District and shall be filed, posted and maintained upon execution of this lease.

4. OTHER PROVISIONS REMAIN: All other terms and conditions of the original lease remain in full force and effect as modified hereby.

DONE BY THE PARTIES this 29th day of June, 2006.

PORT OF PASCO - Lessor

By James E. Thomas
COMMISSIONER

And _____
COMMISSIONER

FRANKLIN COUNTY ENGINEERS - Lessee

By Robert E. Koch, Chair Pro Tem,
Franklin County Board
of Commissioners

June 19, 2006

PORT OF PASCO/TRI-CITIES AIRPORT
LONG TERM LEASE

THIS LEASE AGREEMENT made this 19TH day of FEBRUARY, 1997, by and between the PORT OF PASCO, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Port" and FRANKLIN COUNTY ENGINEERS DEPARTMENT hereinafter referred to as "Lessee",

WITNESSETH: THAT THE PARTIES HERETO DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. LEASED PREMISES:

The Port hereby leases to the Lessee and the Lessee hereby hires from the Port the following described premises situate in Franklin County, State of Washington:

COMMENCING AT THE INTERSECTION OF STEARMAN AVENUE AND BOEING STREET, TRI-CITIES AIRPORT: THENCE SOUTHERLY ON THE CENTER-LINE OF SAID STEARMAN AVENUE ON A BEARING OF S 18 DEGREES 50 FEET 18 INCHES E FOR A DISTANCE OF 282.0 FEET, THENCE S 71 DEGREES 09 FEET 42 INCHES W A DISTANCE OF 40 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STEARMAN AVENUE; THENCE CONTINUING S 71 DEGREES 09 FEET 42 INCHES W A DISTANCE OF 350.54 FEET; THENCE N 18 DEGREES 50 FEET 18 INCHES W A DISTANCE OF 60.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BOEING STREET; THENCE N 54 DEGREES 54 FEET 05 INCHES E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 365.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STEARMAN AVENUE; THENCE S 18 DEGREES 50 FEET 18 INCHES E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STEARMAN AVENUE A DISTANCE OF 162.46 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING IN ALL 0.90 ACRES, MORE OR LESS.

The above described leased premises includes an easement for the ingress and egress of Port of Pasco and Federal Aviation Administration vehicular traffic as indicated on Exhibit 'A'.

hereinafter called the "Premises".

2. TERM:

This lease shall be for a term of TEN (10) years, commencing APRIL 1, 1997 and ending MARCH 31, 2007.

3. OPTION TO RENEW RENTAL ADJUSTMENT:

Anything contained herein to the contrary notwithstanding, the Lessee shall have, and it is hereby given and granted by the Port, an option to renew this lease for an additional term of N/A according to all the terms, provisions, covenants and agreements in this lease contained, except the provisions specifying the rental to be paid by the Lessee to the Port for the leased premises. In the event the lease term, including any option period, shall extend the lease term beyond three (3) years, or any successive multiples of three (3) year terms, the rental amount shall be subject to an increase as outlined in this lease. This option shall be exercised by the Lessee giving the Port written notice of its intent to bind themselves to an extended term of this lease. Such written notice shall be mailed by certified mail not less than one hundred and eighty (180) days prior to the date of which the lease would otherwise expire. Wherever in the lease agreement reference is made to "the term of this lease", or words of like or similar import are used, they shall always be deemed and construed to include a renewal term of this lease, unless the context clearly requires a contrary construction.

4. RENT INCREASE CONSUMER PRICE INDEX:

After the lease has run for the first three (3) years, or for any succeeding three (3) year period(s), any increased rental to be paid by the Lessee and charged by the Port shall be determined as outlined in this section as the rental for each succeeding three (3) year period. The nearest quarterly consumer price index (hereinafter called the Index) to the commencement date of the initial term of this lease, or the commencement date of any current succeeding rental adjustment period, shall be the base Index and it shall be based on the data of small western cities for all items of the Bureau of Labor Statistics of the United States Department of Labor. The quarterly Index issued nearest in point of time to the date at the end of the then current rental period shall be the current Index. The current Index number shall be divided by the base Index number. From the quotient thereof, there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the percentage of increase in the cost of rent for the succeeding period. The rent being paid in the current rent period shall be multiplied by the percentage increase to establish the rent increase which shall be added to the current rent to establish the new rental for the next succeeding period. Provided further that any increase during such three (3) year interval shall be limited and shall be no more than six percent (6%) per

year for the preceding three (3) year period, being a maximum of eighteen percent (18%) over the rental determined at the previous three (3) year determination.

The Port shall, within a reasonable time after obtaining the appropriate data necessary for computing such increase, give the Lessee notice of any increase so determined, and the Port's computation thereof shall be conclusive and binding but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based unless the Lessee shall, within sixty (60) days after the giving of such notice, notify the Port of any claimed error therein. If, at the time required for the determination of the additional rent the Index is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determination of purchasing power. Any dispute between the parties as to any such rental computation shall be determined by arbitration. If arbitration is requested by either party, then each party shall notify the other party of their choice of one arbitrator each, and each party shall instruct their arbitrator to meet with the arbitrator selected by the other party, and it shall then, as soon as practicable, meet to determine what rental adjustment, if any should be made in accordance with the above guidelines. The majority decision of such arbitrators shall be binding upon both parties thereto. Each party shall be responsible for the fees charged by their selected arbitrator and shall bind themselves to share equally in the fee charged by the third arbitrator. In the event the decision of the arbitrators, or the Port where arbitration is not involved, is not available before the commencement of the next succeeding rental term, the Lessee shall continue to pay rent at the then current rental rate and any change in that amount made by the arbitrators, or the Port where arbitration is not involved, shall be promptly paid retroactively by the Lessee. If either party fails to select a third arbitrator within a reasonable time, either party shall have the right to apply to the Superior Court of Franklin County, State of Washington for appointment of an arbitrator.

5. RENT:

Lessee agrees to pay as rental for the leased premises the sum of TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 27/100 DOLLARS (\$2,837.27). The rent for each month shall be paid to the Port in advance on or before the first (1st) day of each and every month of the lease term and shall be payable at such place as the Port may hereafter designate.

6. BOND:

Lessee shall, upon the execution of this lease and agreement, file and maintain with the Port a good and sufficient corporate surety bond or bonds or such other security as to the Port may be acceptable in accordance with the requirements of the laws of the State of Washington, the form and terms of which bond or other security shall be subject to the approval of the Port, in the sum of N/A DOLLARS (N/A) (Depending on extensions or renewals this sum may increase or decrease), conditioned upon the full performance by Lessee of the terms and conditions of this agreement and the payment by Lessee of the rentals and of all other amounts herein provided for the full term hereof.

7. USE OF PREMISES:

Lessee shall use the premises for building/office to house the Franklin County Engineer's Department and shall not use them for any other purpose without the written consent of the Port.

8. UTILITIES:

The Lessee shall be liable for and shall pay, throughout the term of this lease, all charges for all utility services furnished to the premises, including, but not limited to, electricity, gas, water, sewer and garbage disposal. The Lessee shall make application directly to Public Utility District No. 1 of Franklin County for its own electric meter and to any qualified electrical contractor for a meter base and meter loop, all at the expense of the Lessee. A water meter is required and it shall also be paid for and installed at the expense of the Lessee.

9. ACCEPTANCE OF PREMISES:

Lessee has examined the leased premises and accepts them in their present condition.

10. MAINTENANCE AND REPAIR:

At the expiration or sooner termination of this lease, Lessee shall return the premises to the Port in the same condition in which received, reasonable wear and tear excepted. Lessee shall, at its own expense, at all times keep the premises and the adjoining platforms, roadways and tracks, if

any, neat, clean, free from weeds and in a safe and sanitary condition and shall maintain and keep the leased premises in a good state of repair and shall commit no waste of any kind and shall keep the electrical system, all pipes and drains, if any, clean and in a good state of repair. Lessee shall not permit or suffer any undue accumulations of waste material on the premises nor dispose of any waste material on any property owned by the Port nor permit or suffer any liquid industrial waste or chemicals to enter the drainage or sewer lines.

The Port agrees that at its sole expense to maintain the roof of the premises but shall not be liable for any damage caused by the condition of such roof or roofs unless the Lessee shall have first given written notice to the Port of the defective condition and the Port shall have neglected to have the same repaired within a reasonable period of time after receiving such written notice. In any event the liability of the Port shall be limited to the reasonable cost of making such repairs. Actual notice shall be no substitute for the written notice herein referred to.

11. ALTERATIONS AND IMPROVEMENTS:

Lessee shall make no alterations or improvements to or upon the premises without first obtaining written approval from the Director of Airports. However, such approval shall not be reasonably withheld. In the event any alterations or improvements shall be made or fixtures (other than trade fixtures which can be removed without injury to the premise) installed by the Lessee, they shall at once become a part of the realty and become the property of the Port, unless prior written approval for such installation and removal is obtained from the Port. Movable furniture and trade fixtures which are removable without injury to the premises shall be and remain the property of Lessee. Lessee is put on notice that should Lessee request permission to install a sub-ceiling in any building in which there is installed a sprinkler system, should the Port grant such request, it will, as a condition of such permission, require Lessee to install a sprinkler system approved by the Washington Surveying and Rating Bureau under any new sub-ceiling area.

Following termination of the lease and during the cleanup period, monthly rental shall nonetheless be paid the Port until such time the premises are actually returned to the Port in acceptable condition.

12. INSPECTION:

The Port reserves the right to inspect the Lessee's premises, including any chattels or equipment of the Port thereon located, at any and all reasonable times throughout the term of this lease; provided, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises and shall impose no liability upon the Port for failure to make such inspection.

13. SIGNS:

No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the leased premises, including the windows and doors thereof, without the approval of the Director of Airports first had and obtained. At the termination or sooner expiration of this lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the premises, and correct any unsightly condition, caused by maintenance and removal of said signs, etc.

14. DAMAGE OR DESTRUCTION:

In the event fire or other casualty does damage to the leased building on the demised premises to the extent of more than 30% of its replacement value, and whether or not the Port is carrying insurance against said hazard, the Port may elect to terminate this lease by giving notice to the Lessee in writing of its election either to terminate the lease or repair the damage and said notice shall be given within 60 days after the casualty has occurred. In the event the Port elects to repair the damaged building, it shall do so promptly and expeditiously and complete the same in an expedient manner. The Lessee's rent to the extent of the Lessee's diminished use of the building shall be proportionately reduced until such time as restoration has been completed by the Port. The Port shall have complete choice as to what materials it shall use in making the restoration. If the Port by notice terminates the lease, then all obligation upon the part of the Port and Lessee to complete the terms of this lease and perform conditions after the casualty has occurred shall cease and determine, except if the Lessee owes rent, owes for utilities, or owes any other obligation under the lease, which obligation is not paid for at the time the casualty occurs, then said payment shall be promptly made by the Lessee after the occurrence of the casualty.

15. INDEMNIFICATION:

The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the premises or occurrence whatsoever related in any way to the premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and of the areas adjacent thereto. Lessee agrees to defend and to hold and save the Port harmless from all liability or expense including expense of litigation) in connection with any such items of actual or alleged injury or damage.

16. WAIVER OF SUBROGATION:

Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto; provided, that this waiver shall be inapplicable if it would have the effect, but only to the extent that it would have the effect of invalidating any insurance coverage of Port or Lessee.

17. LIABILITY INSURANCE:

The Lessee shall, at its own expense, maintain proper liability insurance with a reputable insurance company or companies satisfactory to the Port in the minimum limits of \$1,000,000.00 (per person) and \$1,000,000.00 (per accident or occurrence) for bodily injuries and death, and in the minimum limits of \$1,000,000.00 (per accident) for property damage, and hereafter in such increased amounts as the parties may from time to time mutually agree upon, to indemnify both the Port and Lessee against any such liability or expense. The PORT SHALL BE NAMED AS ONE OF THE INSURED AND SHALL BE FURNISHED WITH A CERTIFICATE BY LESSEE'S INSURER evidencing the coverage under such policy or policies of insurance. Should any policy terminate during the life of this lease, or any extension thereof, the Lessee shall furnish Port with a new policy of binder PRIOR to the expiration of the prior policy.

18. TAXES:

Lessee shall be liable for and shall pay, throughout the term of this lease before delinquency, all license and excise fees and occupation taxes covering the business conducted on the premises and all taxes on property of Lessee on the leased premises and any taxes there may be on leasehold interest created under this lease agreement. At the present time, since the Port is a municipal corporation, there is no real property tax assessed on realty owned by it. Should such a tax be assessed or if a tax in lieu of such a tax is assessed, the Lessee agrees to pay the same promptly and before delinquency on that portion of it allocable to the demised premises.

Should the real estate hereby leased, or any portion thereof, be specifically benefitted by any local improvement district now in existence or hereafter formed by any other governmental entity such that an L.I.D. assessment is made as to such specially benefitted property, the Lessee covenants and agrees to pay to the Port annually, during the term of this lease and any extensions thereof, a sum of money equal to that which the Port would be required to pay annually as to such property under the lengthiest payment schedule available to assessed property owners within the district.

19. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:

Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

20. ASSIGNMENT OR SUBLEASE:

Lessee shall not assign or transfer this lease or any interest therein nor sublet the whole or any part of the premises, nor shall this lease or any interest thereunder be assignable or transferrable by operation of laws or by any process or proceeding of any court, or otherwise, without the written consent of the Port first had and obtained.

If the Port shall give its consent to any assignment or sub-lease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.

21. DEFAULT AND RE-ENTRY:

Time is of the essence hereof, and if Lessee shall violate, breach or fail to keep or perform any covenant, agreement, term or condition of this lease (including the obligation to pay rent), then, in any such case, Lessor may at its option, and in addition to any other rights it may have, terminate this lease by giving ten (10) days written notice stating the nature of the default and thereafter re-enter, the leased premises, using such force as may be necessary, and repossess itself thereof, and remove all persons and effects therefrom, or use all or so much of the Lessee's security deposit to cure the default as provided above, or to hold this lease in full force and effect and re-enter the premises and take possession thereof. If the Lessor shall elect to re-enter the premises without terminating the lease, the lessor may relet all or any part of the premises in the name of and for the account of the Lessee upon any terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alteration and repairs to the premises. Lessee shall pay to Lessor, as soon as ascertained, the cost and expenses incurred by Lessor in such reletting and in making such alteration and repairs. Rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of the cost of any alterations and repair to the premises necessary to return the premises to good condition, normal wear and tear excepted for use permitted by this lease and the cost of storing any of Lessee's property left on the premises at the time of reletting; third, to the payment of rent due and unpaid hereunder and to any other payments required to be made by the Lessee hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder and the balance, if any, at the end of the term of this lease shall be paid to Lessee. Should such rentals received from time to time from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, the Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

No such reletting of the premises by Lessor shall be construed as an election on its part to terminate this lease unless a notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter, elect to terminate this lease for such previous breach, provided that it has not been cured. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and including (1) all amounts that would have fallen due as rent between the time of termination of this lease and the time of the claim, judgment or other award, less the avails of all reletting and attornments, plus interest on the balance at the rate of eighteen percent (18%) per year; and (2) the worth at the time of the claim, judgment or other award, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss that Lessee proves could be reasonably avoided.

22. USE RESTRICTIONS:

The Lessee shall not carry on upon the demised premises any noxious or annoying trade or activity which would constitute a nuisance or hazard to the public, Lessor's other tenants or to the Lessor and shall not substantially deviate from its announced and original use of the property without consultation and consent from the Lessor.

23. COVENANTS OF DEED:

The lessee expressly understands that all provisions of this lease are subject to the provisions of the deed under which the Lessor holds title to the above described property and that tenancy established herein is subject to the terms and conditions set forth in that deed of January 6, 1953, recorded in Franklin County Auditor's Office, Volume 89, Page 517 of Deeds, wherein the City of Pasco obtained title to the premises from the Administration of General Services pursuant to authority of the provisions of the Federal Property and Administrative Services Act of 1949 and the Surplus Property Act of 1944 (58 Stat. 765) as amended and regulations and orders promulgated thereunder and the Lessee further agrees to abide by the covenants of such deed and the restrictions set forth therein which are imposed pursuant to authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Federal Property and Administrative Services Act of 1949 (Public Law 152-81st Congress), the Surplus Property Act of 1944 as amended thereby, and the applicable rules, regulations and orders and that the use of the premises by the Lessee shall be in accordance with such covenants and conditions the same as though all of such covenants and conditions contained in such deed were set forth in full herein.

24. TERMINATION FOR GOVERNMENT USE:

In the event that the United States Government or any governmental authority or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the premises or any part thereof, either party to this agreement, may, at its option, terminate this lease as of the date of such taking, and, if the Port shall choose to terminate this agreement and the Lessee is not in default under any of the provisions of this lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

25. TERMINATION BECAUSE OF COURT DECREE:

In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of its obligations under this lease then either party may terminate this lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination), shall thereupon terminate. If Lessee is not in default under any of the provisions of this lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of termination, be promptly refunded to Lessee.

26. INSOLVENCY:

If the Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the premises or on any personal property kept or maintained on the premises by Lessee, the Port may, at its option terminate this lease.

27. WAIVER:

The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee.

28. SURRENDER OF PREMISES-ATTORNEY'S FEES:

At the expiration or sooner termination of this lease, Lessee shall promptly surrender possession of the premises to the Port, and shall deliver to the Port all keys that it may have to any and all parts of the premises. In the event that either party shall be required to bring any action to enforce any of the provisions of this lease, or shall be required to defend any action brought by the other party with respect to this lease, the losing party shall pay all of the successful party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts. In the event the Port serves any notice for non-compliance with any provision of this lease on Lessee, Lessee shall pay the sum of \$50.00 for the cost of preparation of the notice and service of the notice upon Lessee. Said sum due immediately upon service of the notice.

29. HOLDING OVER:

If Lessee shall, with the consent of the Port, hold over after the expiration or sooner termination of the term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the Port the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of this lease agreement insofar as they may be pertinent.

30. ADVANCES BY PORT FOR LESSEE:

If Lessee shall fail to do anything required to be done by it under the terms of this lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost.

31. LIENS AND ENCUMBRANCES:

Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the leased premises if not paid.

32. NOTICES:

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO LESSOR:
TRI-CITIES AIRPORT
3601 N. 20TH AVENUE
PASCO, WA 99301

TO LESSEE:
Franklin County Engineering Dept.
3416 Stearman Avenue
Pasco, WA 99301

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

33. JOINT AND SEVERAL LIABILITY:

Each and every party who signs this lease, other than a representative capacity, as Lessee, shall be jointly and severally liable hereunder.

34. "LESSEE" INCLUDES LESSEES, ETC.:

It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this lease, regardless of the number, gender or fact of incorporation of the party who is, of the parties who are, the actual Lessee under this agreement.

35. CAPTIONS:

The captions in this lease are for convenience only and do not in any way limit or amplify the provisions of this lease.

36. INVALIDITY OF PARTICULAR PROVISIONS:

If any term or provision of this lease agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

37. AFFIRMATIVE ACTION PROGRAM TO ENSURE NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES:

A. The Lessee assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

B. Lessee, during his performance under this contract, will in all print or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive meaningful consideration for employment without regard to race, color, religion, sex, or national origin. All advertisements or solicitations for applicants for employment shall contain the phrase "AN EQUAL OPPORTUNITY EMPLOYER". The Lessee will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation specifications or discrimination because of race, color, religion, sex or national origin.

C. The Lessee will operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment. The Lessee further assures that its facilities

will be operated, in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27.

D. In the event of the Lessee's noncompliance with the nondiscrimination clauses of this lease, or to furnish information or permit his books, records and accounts to be inspected, within twenty (20) days from date requested, this lease may be cancelled, terminated, or suspended in whole or in part and Lessee may be declared ineligible for further Port leases for a period of one (1) year, by the option of the Port provided further, in the event this lease is cancelled, terminated, or suspended for failure to comply with fair employment practices, the Lessee shall have no claims for any damages against the Port.

E. Lessee further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Lessee in all proposals or agreements entered into with contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor or who may perform any such labor or services in connection with the lease premises.

F. Whenever the Lessee is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses "A through E" of this lease relating to the fair employment practices, such Lessee shall notify the Port attorney in writing of such suit or threatened suit within ten (10) days.

G. The Lessee hereto understands and agrees that the Port in operation and use of the Port of Pasco will not on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons. Lessee hereby agrees that the premises of Lessee's employment office shall be posted to such effect as required by such regulation.

H. Port reserves the right to take such action as the Federal or State Government may direct to enforce the above paragraph.

38. HAZARDOUS SUBSTANCES

Lessee shall not use or dispose, or permit the use or disposal, of any hazardous materials, toxic waste or substance in any manner which creates any civil or criminal liability to Lessor, or creates a violation of federal or state environmental laws, including (but not limited to) Comprehensive Environmental Response Compensation and Liability Act as amended by the Super Fund Amendments and Reauthorization Act of 1986, Resource Conservation and Recovery Act as amended, Model Toxics Control Act, and the Washington State Hazardous Waste Law.

B. Lessee shall comply with any and all environmental and land use laws, regulations, permits, licenses, and other authorizations required for the lawful operation of the business under federal, state and local laws, and shall remain in compliance therewith during the pendency of this lease and any extensions or renewals thereof.

C. Lessee shall indemnify and hold Lessor harmless from any and all liability and expense (including the costs and attorneys fees associated with litigation) incurred by Lessor as a result of the breach or alleged breach of the foregoing warranties.

39. ENTIRE AGREEMENT-AMENDMENTS:

This agreement constitutes the whole agreement between the Port and Lessee. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid and effective unless evidenced by an agreement in writing.

40. PRINCIPAL AS CO-OBLIGOR

I, _____, being a shareholder in the Lessee corporation, in consideration of the Port's execution of this lease, do hereby execute the foregoing Lease Agreement individually. I understand that I am personally liable to the Port as co-obligor with _____ in respect to all provisions of this Agreement.

Signed _____

Signed _____

41. GOVERNING LAW: VENUE

This agreement shall be interpreted, construed and governed accordingly to the laws of the State of Washington. The parties agree that Venue for any action under this Agreement shall be in Franklin County, Washington.

IN WITNESS WHEREOF, this Agreement has been signed and attested by the proper officer of the contracting parties this 13 day of March 1997.

PORT OF PASCO
LESSOR
BY [Signature]
COMMISSIONER
AND [Signature]
COMMISSIONER

FRANKLIN COUNTY ENGINEERING
DEPARTMENT DESSEE
BY [Signature]
ITS
AND [Signature]
ITS Chairman

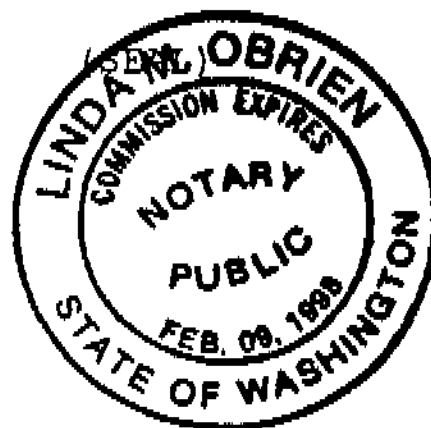
PORT OF PASCO NOTARY

State of Washington)
Benton:ss
 County of Franklin)

On this 13th day of March, 19 97, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Klundworth & 02 Benton to me known to be the President & Secretary, respectively, of the Port of Pasco that executed the within and foregoing instrument, and acknowledged that said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Linda M. O'Brien
 Notary Public in and for the State of
 Washington, residing at Pasco Kennewick
 My commission expires 2/9/97



CORPORATION NOTARY ACKNOWLEDGEMENT

State of Washington)
 :ss
 County of Franklin)

On this 24th day of February, 1997, before personally appeared Tim Fife and Sue Miller to be known to be the Public Works Director & Chairman of the Board of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Karen L. Lewis
 Notary Public in and for the State of
Washington residing at Pasco

Name: Karen L. Lewis

My Appointment Expires: 3-18-97



(SEAL)

NOTICE OF HEARING

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

FRANKLIN COUNTY

RESOLUTION NO. 2006 323

WHEREAS, in accordance with R.C.W. 36.81.121, the Board of County Commissioners of Franklin County is required to adopt a six-year transportation improvement program.

AND WHEREAS, the Board of County Commissioners, Franklin County, Washington, have been given a comprehensive six-year transportation improvement program for review by the County Engineer and are reviewing it.

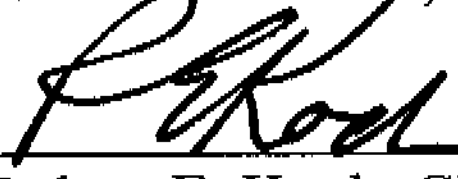
NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners, Franklin County, Washington, that a proper hearing will be held at 9:30 a.m., Wednesday, July 5, 2006, in their office in the Franklin County Courthouse, 1016 N. 4th Ave., Pasco, Washington, at which time all interested parties may appear for or against.

Dated this 19 day of June, 2006.

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

ABSENT:

Neva J. Corkrum, Chair



Robert E. Koch, Chair Pro Tem



Frank H. Brock, Member

Attest:



Clerk of the Board

Clerk's Note: Resolution 2006-324 was rescinded on July 10, 2006
by Resolution 2006-347.

FRANKLIN COUNTY RESOLUTION NO. 2006 324

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

**RE: LOCAL AGENCY AGREEMENT LA 5838, SUPPLEMENT NUMBER 4 BETWEEN
FRANKLIN COUNTY AND WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION (WSDOT) FOR CRP 582 - DILLING LANE BRIDGE
#216-0.56.**

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 WSDOT is hereby approved by the Board.

APPROVED this 19th day of June, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

Attest:

Clerk of the Board



Local Agency Agreement Supplement

Agency Franklin County Public Works		Supplement Number 4
Federal Aid Project Number BROS-2011(024)	Agreement Number LA 5838	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on February 4, 2005.

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

The changes to the agreement are described as follows:

Project Description

Name CRP 582 / Dilling Lane Bridge #216-0.56 Length 0.20 Miles

Termini Milepost 0.46 to Milepost 0.66

Description of Work ☒ No Change

Reason for Supplement

To request shifting allocated money from Right-of-Way and Construction to Preliminary Engineering to cover the Counties engineering, contract, and advertising costs for this project.

To request funding for Construction.

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio for PE	a. Agency	35,000.00	11,674.05	46,674.05	0.00	35,000.00
	b. Other Consultant	36,300.00	-37.98	36,262.02	0.00	36,300.00
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	71,300.00	11,636.07	82,936.07		71,300.00
Right of Way 100 % Federal Aid Participation Ratio for RW	f. Agency	2,500.00	-888.68	1,611.32	0.00	2,500.00
	g. Other					
	h. Other					
	i. State	500.00		500.00	0.00	500.00
	j. Total RW Cost Estimate (f+g+h+i)	3,000.00	-888.68	2,111.32		3,000.00
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract	284,700.00		284,700.00	68,200.00	216,500.00
	l. Other S.C.B.I.D.	4,000.00		4,000.00	0.00	4,000.00
	m. Other					
	n. Other					
	o. Agency	38,700.00	-10,747.39	27,952.61	0.00	38,700.00
	p. State	12,900.00		12,900.00	0.00	12,900.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	340,300.00	-10,747.39	329,552.61	68,200.00	272,100.00
r. Total Project Cost Estimate (e+j+q)		414,600.00		414,600.00	68,200.00	346,400.00

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

Agency Official

By

Title Chair, Franklin County Board of Commissioner

May 19, 2006

Washington State Department of Transportation

By

Assistant Secretary for Highways and Local Programs

Date Executed

FRANKLIN COUNTY RESOLUTION

2006 325

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PUBLIC WORKS CONTRACT BETWEEN FRANKLIN COUNTY AND THREE RIVERS MECHANICAL, INC., FOR PLUMBING SERVICES FOR THE FRANKLIN COUNTY WORK RELEASE PORTABLE

WHEREAS, the County Administrator presented a Public Works Contract for the rough-in and plumbing at the Franklin County Work Release Portable as described in "Exhibit A", at a cost not to exceed \$9,400.62, including sales tax; and

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

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

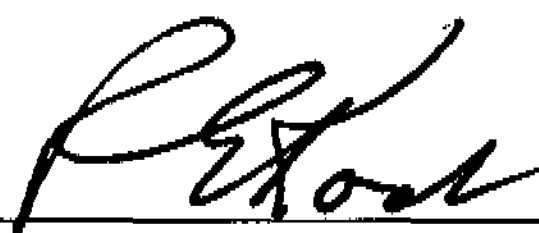
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Public Works Contract between Franklin County and Three Rivers Mechanical, Inc., to rough-in and plumbing at the Franklin County Work Release Portable, at a cost not to exceed \$9,400.62, including sales tax.

APPROVED this 19th day of June 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Neva J. Corkrum, Chair



Robert E. Koch, Chair Pro Tem

Attest:



Clerk to the Board



Frank H. Brock, Member

Originals: Auditor
Minutes
Three Rivers Mechanical

cc: Maintenance Department
County Administrator - Invoice

PUBLIC WORKS CONTRACT**FRANKLIN COUNTY/THREE RIVERS MECHANICAL, INC.**

THIS CONTRACT is made and entered into in duplicate originals by and between **FRANKLIN COUNTY**, a municipal corporation, with its principal offices at 1016 North Fourth, Pasco, Washington 99301, hereinafter "**COUNTY**" and **Three Rivers Mechanical, Inc.**, with its principal offices at 7103 West Clearwater Avenue, Suite L, Kennewick, WA 99336,, hereinafter "**CONTRACTOR**."

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

1. **DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall terminate on completion.

2. **SERVICES AND GOODS PROVIDED BY THE CONTRACTOR**

The CONTRACTOR shall provide the following goods and services:

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

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

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

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

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

f. The CONTRACTOR shall pay prevailing rate of wage as required by RCW 39.12, and shall employ resident employees on this public work as required by RCW 39.16. These requirements are further described in exhibit "C" which is attached.

3. **SERVICES PROVIDED BY THE COUNTY**

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

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services, documents, or other information identified in Exhibit "A."

4. **CONTRACT REPRESENTATIVES**

- a. For CONTRACTOR: Three Rivers Mechanical, Inc.

Name of Representative: RICK BARRY

Title: VICE-PRESIDENT

Mailing Address: 7103 W. CLEARWATER, SUITE L

City, State, and Zip Code: KENNEWICK, WA 99336

Telephone Number: (509) 735-2371

Fax Number: (509) 735-6346

E-Mail Address: NOT APPLICABLE

- b. For COUNTY:

Name of Representative: FRED H. BOWEN

Title: FRANKLIN COUNTY ADMINISTRATOR

Mailing Address: 1016 NORTH FOURTH AVENUE

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

Telephone Number: (509) 545-3578

Fax Number: (509) 545-3573

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

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contain in Exhibit "B," which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$9,400.62, including sales tax.

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

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

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

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this CONTRACT. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees or agents.

b. In any and all claims against the COUNTY, officers, officials, employees, and agents by any employee of the Consultant, 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 CONSULTANT or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws. By executing the Contract, the CONSULTANT 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 CONSULTANT 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**

See Exhibit "E"

9. **TERMINATION**

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

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. **NON-WAIVER OF RIGHTS**

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

12. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Franklin County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of

this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations.

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

13. **COMPLIANCE WITH LAWS**

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

14. **INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

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

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

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "Works for hire" as defined by the U. S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for the purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

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

17. **DISPUTES**

Difference between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute

relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive.

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

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

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

19. **SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. IF it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

20. **ENTIRE AGREEMENT**

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

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

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

This Contract shall take effect this 14th day of June 2006.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: Three Rivers Mechanical, Inc.

ABSENT

By: ~~Rick Barry~~ ROBERT SMITH

Neva L. Corkrum, Chairman

Signature: 


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

Title: ~~Vice-President~~

ATTEST BY:

 6-19-06
Clerk of the Board

EXHIBIT "A"

PUBLIC WORKS CONTRACT

FRANKLIN COUNTY/THREE RIVERS MECHANICAL, INC.

SERVICES PROVIDED BY THE PARTIES

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

INCLUDED SERVICES: Rough-in and Plumbing for Franklin County Work Release Portable

- A. Plumb as Per Drawing Supplied
- B. Pipe Insulation on Water in Crawl Spaces
- C. Showers are Mud Set with Tile Floors and Walls (Tile by Others)
- D. ABS Sewer, Type M Copper Water

EXCLUDED SERVICES:

- A. Wall Cut and Patch
- B. Roof Patch
- C. Permits
- D. Toilet Accessories, ie. Toilet paper holders, paper towel holders, mirrors, etc.

GENERAL PROVISIONS

- A. All materials, labor, engineering, supervision, sub-contractors and permits for complete operating systems are to be provided by the Contractor.

EXHIBIT "C"

PUBLIC WORKS CONTRACT

FRANKLIN COUNTY/THREE RIVERS MECHANICAL, INC.

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIESChapter 29.12 RCW
PREVAILING WAGES ON PUBLIC WORKSRCW 39.12.010 Definitions

(1) The "prevailing rate of wage," for the intents and purposes of this chapter, shall be the rate of hourly wage, usual benefits, and overtime paid in the locality, as hereinafter defined, to the majority of workmen, laborers, or mechanics, in the same trade or occupation. In the event that there is not a majority in the same trade or occupation paid at the same rate, then the average rate of hourly wage and overtime paid to such laborers, workmen or mechanics in the same trade or occupation shall be the prevailing rate. If the wage paid by the contractor or subcontractor to laborers, workmen or mechanics on any public work is based on some period of time other than an hour, the hourly wage for the purposes of this chapter shall be mathematically determined by the number of hours worked in such period of time.

(2) The "locality" for the purposes of this chapter shall be the largest city in the county wherein the physical work is being performed.

(3) The "usual benefits" for the purposes of this chapter shall include the amount of:

- (a) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
- (b) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen, laborers, and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen, laborers, and mechanics affected, for medical hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of such benefits (1965 ex.s. c 133 sec. 1; 1945 c 63 sec; Rem. Supp. 1945 sec. 10322-22.)

RCW 39.12.015 Industrial statistician to make determinations of prevailing rate.

All determinations of the prevailing rate of wage shall be made by the industrial statistician of the department of labor and industries. (1965 ex.s. c 133 sec. 2.)

RCW 39.12.020 Prevailing rate to be paid on public works and under public building service maintenance contracts - Posting of statement of intent. The hourly wages to be paid to laborers, workmen or mechanics, upon all public works and under all public building service maintenance contracts of the state of any county, municipality or political subdivision created by its laws, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor is performed. For a contract in excess of ten thousand dollars, a contractor required to pay the prevailing rate of wage shall post in a location readily visible to workers at the job site: Provided, that on road construction, sewer line, pipeline, transmission line, street, or alley improvement projects for which no field office is needed or established, a contractor may post the prevailing rate of wage statement at the contractor's local office, gravel crushing, concrete, or asphalt batch plant as long as the contractor provides a copy of the wages statement to any employee on request:

- (1) A copy of statement of intent to pay prevailing wages approved by the industrial statistician of the department of labor and industries under RCW 39.12.040; and
- (2) The address and telephone number of the industrial statistician of the department of labor and industries where a complaint or inquiry concerning prevailing wages may be made.

This chapter shall not apply to workmen or other persons regularly employed on monthly or per diem salary by the state, or any county, municipality, or political subdivision created by its law. (1982 c 130 sec. 1; 1981 c 46 sec. 1; 1967 ex.s. c 14 sec. 1; 1945 c 63 sec. 1; Rem. Supp. 1945 sec. 10322-20.)

Prevailing wages determined by United States department of labor under resident employees law; RCW 39.16.005.

RCW 39.12.021 Prevailing rate to be paid on public works - Apprentice workmen. Apprentice workmen employed upon public works projects for whom an apprenticeship agreement has been registered and approved with the state apprenticeship council pursuant to chapter 49.04 RCW, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the state apprenticeship council shall be considered to be fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeyman. (1963 c 93 sec. 1)

RCW 39.12.022 Vocationally handicapped - Exemption from RCW 39.12.020 - Procedure. The director of the department of labor and industries, to the extent necessary in order to prevent curtailment of opportunities for employment, shall by regulations provide for the employment of individuals whose earning capacity is impaired by physical or mental deficiency or injury, under special certificates issued by the director, at such wages lower than the prevailing rate applicable under RCW 39.12.020 and for such period as shall be fixed in such certificates. (1972 ex.s. c 91 sec. 1.)

RCW 39.12.030 Contract specifications must state minimum hourly rate - Stipulation for payment. The specifications for every contract for the construction, reconstruction, maintenance or repair of any public work to which the state or any county, municipality, or political subdivision created by its laws is a party, shall contain a provision stating the hourly minimum rate of wage, not less than the prevailing rate of wage, which may be paid laborers, workmen or

mechanics in each trade or occupation required for such public work employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and the contract shall contain a stipulation that such laborers, workmen or mechanics shall be paid not less than such specified hourly minimum rate of wage. (1945 c 63 sec. 2; Rem. Supp. 1945 sec. 10322-21)

RCW 39.12.040 Statement of intention to pay prevailing wages, affidavit of wages paid - Duty of public agencies to require - Approval - Prerequisite to payment. Before payment is made by or on behalf of the state, or any county, municipality, or political subdivision created by its laws, or any sums or sums due on account of a public works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the contractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." For a contract in excess of ten thousand dollars, the statement of intent to pay prevailing wages shall include:

- (1) The contractor's registration certificate number; and
- (2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the department of labor and industries before it is submitted to said officer. Unless otherwise authorized by the department of labor and industries, each voucher claim submitted by a contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a public projects, it shall be the duty of the officer charged with the disbursement of public funds to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the contractor. Each affidavit of wages paid must be certified by the industrial statistician of the department of labor and industries before it is submitted to said officer. (1982 c 103 sec. 2; 1981 c 46 sec. 2; 1975-'76 end ex.s. c 49 sec. 1; 1965 ex.s. c 133 sec. 3; 1945 c 63 sec. 4; Rem. Supp. 1945 sec. 10322-23)

RCW 39.12.042 Compliance with RCW 39.12.040 - Liability of public agencies to workmen, laborers or mechanics. If any agency of the state, or any county, municipality, or political subdivision created by its laws shall willfully fail to comply with the provisions of RCW 39.12.040 as now or hereafter amended, such agency of the state, or county, municipality, or political subdivision created by its laws, shall be liable to all workmen, laborers, or mechanics to the full extent and for the full amount of wages due, pursuant to the prevailing wage requirements of RCW 39.12.020. (1975-'76 2nd ex.s. c 49 sec. 2)

RCW 39.12.050 Penalty for false certificate - Unpaid wages lien against contractor's bond - Prohibitions on bidding on future contracts - Hearing.

- (1) Any contractor or subcontractor who shall upon oath verify any statement required to be filed under this chapter which is known by said person to be false, or is made without knowledge and in reckless disregard of the truth, shall after a finding to that effect in a hearing

held by the director of the department of labor and industries, subject to the provisions of chapter 34.04 RCW, be subject to a civil penalty not to exceed five thousand dollars, and shall not be permitted to bid on any contract covered by the provisions of this chapter until such fine has been paid in full to the director and until all wages due pursuant to the prevailing wage requirements of RCW 39.12.020 have been paid.

To the extent that a contractor or subcontractor has not paid wages at the rate due pursuant to RCW 39.12.020, and a finding to that effect has been made as provided by this subsection, such unpaid wages shall constitute a lien of the first priority against such contractor's or subcontractor's bond according to provisions of RCW 18.27.040.

(2) If a contractor or subcontractor is found to have violated the provisions of subsection (1) of this section for a second or subsequent time within a five year period, said contractor or subcontractor shall be subject to the sanctions prescribed in subsection (1) of this section and shall, at the discretion of the director of the department of labor and industries, be prohibited from bidding on any contract covered by the provisions of this chapter for a period of one year from the date of notice by the director of his findings that said contractor or subcontractor has violated the provisions of subsection (1) of this section for a second or subsequent time within a five year period, or during the period of any appeal thereof, in which event the one year period shall commence from the date of final determination from any appeal taken of the director's findings, but in no event shall any contractor or subcontractor be allowed to bid on any contract covered by the provisions of this chapter until the fine prescribed in subsection (1) of this section has been paid to the director and until all wages due pursuant to the prevailing wage requirement of RCW 39.12.020 have been paid.

The director shall issue his findings that a contractor or subcontractor has violated the provisions of this subsection after a hearing held subject to the provisions of chapter 34.04 RCW. (1977 ex.s. c 71 sec. 1; 1973 c 120 sec. 1; 1945 c 63 sec. 5; Rem. Supp. 1945 sec. 10322-24.)

RCW 39.12.060 Director of labor and industries to arbitrate disputes. Such contract shall contain a further provision that in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the department of labor and industries of the state and his decision therein shall be final and conclusive and binding on all parties involved in the dispute. (1965 ex.s. c. 133 sec. 4; 1945 c 63 sec. 6, Rem. Supp. 1945 sec. 10322-25).

RCW 39.12.070 Fees authorized for approvals, certificates, and arbitrations. The department of labor and industries may charge fees to awarding agencies on public works for the approval of statements of intent to pay prevailing wages and the certificate of affidavits of wages paid. The department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The amount of the fee shall be established by rules adopted by the department under the procedures in the administrative procedure act, chapter 34.04 RCW. The fees shall apply to all approvals, certifications and arbitration requests made after the effective date of the rules. All fees shall be deposited in the general fund,. The department may refuse to arbitrate for contractors, subcontractors, persons, or organizations which have not paid the proper fees. The department may, if necessary, request the attorney general to take legal action to collect delinquent fees.

The department shall set the fees permitted by this section at a level that generates revenue that is as near as practicable to the amount of the appropriation to carry out the activities specified in this section. (1982 1st ex.s. c 38 sec. 1.)

RCW 39.12.900 Severability - 1945 c 63. If any section or provision of this chapter shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional. (1945 c 63 sec. 7.)

Chapter 39.16 RCW RESIDENT EMPLOYEES ON PUBLIC WORKS

RCW 39.16.005 Employment of resident employees - Percentage specified - Wages. In all contracts let by the state, or any department thereof, or any county, city, town, municipality, or other political subdivision for the erection, construction, alteration, demolition, or repair of any building, structure, bridge, highway, or any other kind of public work or improvement, the contractor or subcontractor shall employ ninety-five percent or more bona fide Washington residents as employees where more than forty persons are employed, and ninety percent or more bona fide Washington residents as employees where forty or less persons are employed: Provided, that such limitations shall not apply to that portion of any contract in which a manufacturer's warranty on equipment is contingent upon the manufacturer's use of his own factory trained personnel for install trained personnel for installation or repair which laces such equipment under warranty. The contractor shall pay the standard prevailing wages for the specific type of construction as determined by the United States department of labor in the city or county where the work is being performed. The term "resident," as used in this chapter, shall mean any person who has been a bona fide resident of the state of Washington for a period of ninety days prior to such employment; Provided, that in contracts involving the expenditure of federal aid funds, this chapter shall not be enforced in such a manner to conflict with or be contrary to the federal statutes, rules, and regulations prescribing a labor preference to honorably discharged soldiers, sailors, and marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States: Provided further, that this section shall not apply to any employees who are residents of any state bordering on the state of Washington to be employed in the performance of all contracts let by the bordering state, or any department thereof, or any county, city, town, municipality, or other political subdivision for the erection, construction, alteration, demolition, or repair of any public building, structure, bridge, highway, or any other kind of public work or improvement. (1977 ex.s. c 187 sec. 1; 1973 1st ex.s.c 29 sec. 1; 1972 ex.s. c 28 sec. 1).

RCW 39.16.020 Procedure when resident labor unavailable.

In the event of a sufficient number of Washington residents who are qualified by training or experience to perform such work shall not be available, the contractor or subcontractor shall immediately notify the public body with whom the contract has been executed of such facts, and shall state the number of nonresidents needed. The public body shall immediately investigate the facts and if the conditions are as stated the public body shall, by a written order, designate the number of nonresidents and the period for which they may be employed; Provided, that should residents who are qualified by training or experience to perform such work become available within the period, such qualified residents shall be employed within a reasonable time and the

period shortened consistent with the supply of qualified resident labor. (1977 ex.s. c 187 sec. 2; 1943 c 246 sec. 2; Rem. Supp. 1943 sec. 10322-10b).

RCW 39.16.030 Provisions to be written into contract - Civil penalty. The provisions of this chapter shall be written into every such public contract, including the following penalty. Any contractor or subcontractor who shall employ a nonresident in excess of the percentage preferences, excepting as herein permitted, shall have deducted, for every violation, from the amount due him, the prevailing wages which should have been paid to a displaced resident. The money so deducted shall be retained by the public body for whom the contract is being performed. (1943 c 246 sec. 3; Rem. Supp. 1943 10322-10c).

RCW 39.16.040 Criminal penalty. Any person, firm, or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor. (1943 c 246 sec. 4; Rem. Supp. 1943 sec. 10322-10d).

WAC 296-127-022 Overtime according to Chapter 49.28 RCW.

- (1) Work performed on public works contracts with bid due dates of June 9, 1988, and thereafter, will not require the payment of overtime rates for the first two hours worked in excess of eight hours per day when:
 - (a) The Industrial Statistician has determined that the prevailing wage rates are those which are stipulated in a collective bargaining agreement that permits a 4-10 work week without the payment of overtime rates for the two hours worked in excess of eight hours per day and
 - (i) The workers are covered under a collective bargaining agreement, or
 - (ii) The workers are not members of a collective bargaining organization which is signatory to the collective bargaining agreement, but they have signed an agreement to work under the specified conditions.
 - (b) The Industrial Statistician has determined that the prevailing rate of wage does not require the payment of overtime for the first two hours in excess of eight hours per day and the workers have signed an agreement to work under that condition.
- (2) For the purpose to this rule an agreement must:
 - (a) Have been authorized by employees who bargained collectively with their employers through representatives of their own choosing or
 - (b) Be obtained in writing and
 - (c) Obtained separately for each public works project and
 - (d) Obtained from each employee before he or she starts work on a public works project and
 - (e) Obtained voluntarily
- (3) It is prohibited to work more than ten hours in any calendar day on a public works project except in cases of extraordinary emergency, such as danger to life or property.

Page 1 of 2

**PROFESSIONAL SERVICES CONTRACT
REQUIRED INSURANCE PROVISIONS MATRIX**

TYPE OF COVERAGE	WHEN REQUIRED	OCCURRENCE LIMIT	AGGREGATE LIMIT
Professional Legal Liability	If contractor falls within the class of professionals designated on page 2 of Exhibit C.	See page 2 of Exhibit C for the appropriate limit.	Not Applicable
Workers' Compensation	Statutory	N. A.	N. A.
Commercial General Liability	If there is contact with the public.	1. If less than \$25,000.00, the limit is \$500,000.00. 2. If between \$25,000.00 and \$1,000,000.00, the limit is \$1,000,000.00. 3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$2,000,000.00. 4. If greater than \$5,000,000.00 the limit is set by Risk Management Division.	1. If less than \$25,000.00, the limit is \$1,000,000.00. 2. If between \$25,000.00 and \$1,000,000.00 the limit is \$2,000,000.00. 3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$5,000,000.00. 4. If greater than \$5,000,000.00, the limit is set by Risk Mgt. Division.
Automobile Liability	If driving is involved and contract is less than \$25,000.00.	\$100,000.00 each accident combined bodily injury and property damage.	\$300,000.00
Business Automobile Liability	If driving is involved and contract is greater than \$25,000.00.	\$1,000,000.00 each accident combined bodily injury and property damage.	Not Applicable

Page 2 of 2

PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE	
PROFESSIONS:	PROFESSIONAL LIABILITY
ACCOUNTANTS	\$1,000,000
ARCHITECTS	1,000,000
ATTORNEYS	1,000,000
CONTRACTORS	1,000,000
COUNSELORS	250,000
DIETITIANS	100,000
EMBALMER	1,000,000
ENGINEERS	1,000,000
ESCROW AGENT	1,000,000
FIRE SPRINKLER SYSTEM CONTRACTORS	1,000,000
LANDSCAPE ARCHITECTS	250,000
NUTRITIONISTS	250,000
PRIVATE DETECTIVES	500,000
PROCESS SERVERS	250,000
PSYCHOLOGISTS	1,000,000
REAL ESTATE APPRAISER	1,000,000
SURVEYORS	1,000,000
VETERINARIANS	1,000,000
HEALTH CARE	MEDICAL MALPRACTICE
DENTAL HYGIENIST	1,000,000
DENTISTS	1,000,000
EMERGENCY MEDICAL TECHNICIAN	1,000,000
NURSES	1,000,000
OSTEOPATHS	2,000,000
PHARMACISTS	1,000,000
PHYSICAL THERAPIST	1,000,000
PHYSICIANS	2,000,000
SANITARIANS	1,000,000
SEX OFFENDER TREATMENT PROVIDERS	1,000,000
TRADES	ERRORS AND OMISSIONS
AUCTIONEERS	100,000
PLUMBERS	500,000
SECURITY GUARDS	100,000
WATER WELL CONTRACTOR/OPERATOR	

Three Rivers Mechanical, Inc.
7103 W. Clearwater #L
Kennewick, WA 99336
509 735-2371, 509 735-6343 Fax

PROPOSAL SUBMITTED:
Franklin County
WORK TO BE PERFORMED AT:
Franklin County Portables

PROPOSAL #:
DATE: May 30, 2006
PROJECT: Franklin County Portables
REVISED

We hereby propose to furnish the materials and perform the labor necessary for the completion of : Rough-in and plumbing for
Franklin County Portables

Line #	INCLUDED
1	Plumb As Per Drawing Supplied
2	Pipe Insulation on Water in Crawl Space
3	Showers are Mud Set with Tile Floors and Walls (Tile by Others)
4	ABS Sewer, Type M Copper Water
5	
6	
7	
8	
9	EXCLUDED
10	Wall Cut and Patch
11	Roof Patch
12	Permits
13	Toilet Accessories, i.e. toilet paper holders, paper towel holders, mirrors, etc.
14	
15	
16	
17	*****TOILET PARTITIONS ADD***** \$9,400.62 Includes Sales Taxes
18	
19	

Three Rivers Mechanical, Inc. is registered with the state of Washington, Registration No. THREEERMO31LS as a specialty contractor and has posted with the state an bond of \$6,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The annual expiration date of the Contractor's Registration is June 16. This bond is renewed annually by the Contractor. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with the original "Lien release" documents form each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.

Proposal Includes:

All materials guaranteed as specified: the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: \$ 32,450.00 (Sales tax included)

THIRTY-TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to complete this contract as specified.

Payment will be as outlined:
Per Schedule of Values

Signature:

Jack Barry

Date:

5/30/06

Signature:

Date:

Quote is good for 30 days.

Three Rivers Mechanical, Inc.
7103 W. Clearwater #L
Kennewick, WA 98336
509 735-2371, 509 735-6343 Fax

PROPOSAL SUBMITTED:
Franklin County
WORK TO BE PERFORMED AT:
Franklin County Portables

PROPOSAL #:
DATE: May 30, 2006
PROJECT: Franklin County Portables
Revised

We hereby propose to furnish the materials and perform the labor necessary for the completion of : Rough-in and plumbing for
Franklin County Portables

Line #

- 1
- 2 Franklin Co. Work Release Portable, Dig across lawn & tie sewer into existing sewer.
- 3
- 4
- 5
- 6
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- 18
- 19

Three Rivers Mechanical, Inc. is registered with the state of Washington, Registration No. THREEERMO31LS as a specialty contractor and has posted with the state an bond of \$6,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The annual expiration date of the Contractor's Registration is June 16. This bond is renewed annually by the Contractor. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with the original "Lien release" documents form each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.

Proposal Includes:

All materials guaranteed as specified: the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: \$ 20,968.00 (Sales tax included)

TWENTY THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to complete this contract as specified.

Payment will be as outlined:

Per Schedule of Values

Signature:

Rick Barry

Date:

5/30/06

Signature:

Date:

Quote is good for 30 days.

**Service Options for Quote# 1637209.01-W**

Ask your Account Manager about the following Service Options that are available for items that were quoted.

Options for: Item# 5898711 - DFX-9000 Impact Printer (Choose one)

Qty	Item #	Part #	Description	Price	Ext. Price
1	347753	EPPDFXOS3	3-Year Extended On-Site Service Plan, DFX Series Printers	\$556.50	\$556.50
1	5725342	EPPDFXAD2	2-Year Depot Repair Warranty Extension for DFX Series	\$312.64	\$312.64
1	4801307	EPPDFXOS2	2-Year Extended On-Site Service Plan for Epson DFX Series Printers	\$402.74	\$402.74
1	5740868	EPPDFXAD4	4-Year Extended Depot Repair Service	\$459.37	\$459.37

Please ask your Account Manager about other plans and service offerings that are available.

By purchasing a Service Connection Plan you agree to the terms and conditions set forth in this document and the particular service plan purchased.



706 Milford Road
Merrimack, NH 03054

QUOTATION

Quote # 1637211.01-W

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: June 1, 2006

Valid through: July 1, 2006

Account #: 5823437

Account Executive: John Collins

Phone: (800) 800-0019 x33166

Fax: (603) 683-0247

Email: jcollins@govconnection.com

QUOTE PROVIDED TO:

Franklin County, Wa
Toni Fulton

SHIP TO:

Franklin County, Wa
Toni Fulton

2006 319

DELIVERY 1-30 Days A/R/O				FOB Destination		TERMS NET 30		CONTRACT ID #	
* Line #	Qty	Item #	Manuf. Part #	Description			Price	Ext	
1	1	5705069	Q7785A#ABA	HP LaserJet 4240n Printer \$1199 - \$200 Instant rebate = \$999 ends 7 / 31 / 06 HEWLETT PACKARD PRINTING & IMAGING			\$989.00	\$989.00	
Lines: 1							Total Merchandise	\$989.00	
							Fee		
							Ship Via: Ground	60. pounds	
							Shipping and Handling	CALL!	
							Tax	82.09	
							TOTAL	\$989.00	

↳ \$1,071.09

ORDERING INFORMATION:

TERMS: NET 30
FOB POINT: DESTINATION
DELIVERY TIME: 1-30 DAYS ARO
CAGE CODE: 0GTJ3
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 52-1837891
DUNS NUMBER: 80-967-8782
CEC: 80-068888K

Ordering Address:
Attn: *Your Account Managers Name*
GovConnection, Inc.
706 Milford Road
Merrimack, NH 03054

Please be sure to include the attached quote number on your purchase order

Remittance Address:
GovConnection, Inc.
PO Box 81018
Woburn, MA 01813-1018

EFT/ACH Bank Information:
Bank: Mellon Bank
ABA#: 043000261
Account# 1032944

Sales: 800-800-0019
Fax: 603-423-2482

Important Notice - Standard Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative.