

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 12/28/2020	<b>PREPARED BY:</b> Shirley Jones
<b>Meeting Date Requested:</b> 1/05/2021	<b>PRESENTED BY:</b> Keith Johnson
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> Approval of Legislative Representatives James W. Potts and Zak A. Kennedy Contract	
<b>FISCAL IMPACT:</b> Included in 2021 County Budget Approval, \$5,280 annually	
<b>BACKGROUND:</b> Franklin County has been working with legislative representatives, James Potts and in the latter years also with Zak Kennedy since 2016. Renewal of contract with only change in the term, January 1, 2021 through December 31, 2021.	
<b>RECOMMENDATION:</b> Approval of the contract.	
<b>COORDINATION:</b> Keith Johnson, Franklin County Administrator	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board) ASR/Resolution/Contract	
<b>HANDLING / ROUTING:</b> (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf)  Shirley Jones, County Administration Potts/Kennedy Contract Signatures needed	

*I certify the above information is accurate and complete.*

\_\_\_\_\_ Keith Johnson, County Administrator

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

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

***APPROVAL OF CONTRACT WITH LEGISLATIVE REPRESENTATIVES, JAMES W. POTTS  
AND ZAK A. KENNEDY***

**WHEREAS**, James W. Potts and Zak A. Kennedy have been serving as the legislative representatives for Franklin County since 2016; and

**WHEREAS**, this is a renewal of the existing contract with Mr. Potts and Mr. Kennedy with a new term of January 1, 2020 through December 31, 2020; and

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

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners does hereby approve the attached contract between Franklin County, James W. Potts and Zak A. Kennedy.

**APPROVED** this 5th day of January, 2021.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

## **CONTRACT**

**THIS AGREEMENT, made and entered in to between James W. Potts & Zak A Kennedy, 520 W. Jay Ave., Spokane, WA. 99218 hereinafter referred to as the "Contractor", and "FRANKLIN", County, a municipal corporation, hereinafter referred to as the "County", do hereby agree as Follows:**

**I. RECITALS: This contract is made with reference to the following facts and Objectives.**

- 1.1 The County desires to have Legislative representation in Olympia during the legislative sessions, in addition to that provided by the Washington State Association of Counties.**
- 1.2 The County also desires to have representation at meetings and Conferences of interest to the County.**
- 1.3 The County also desires to contract this service to a private individual.**
- 1.4 It is desirable to have a written contract between the parties.**
- 1.5 The Contractor is a former county commissioner and familiar with the legislative process.**

**II TERM: The term of this contract shall be from January 1, 2021 through December 31, 2021**

- 2.1 This contract may be extended by mutual agreement of the parties.**
- 2.2 This contract may be terminated by either party by giving thirty (30) days written notice.**

**III CONSIDERATION: The County agrees to pay the Contractor as follows:**

- 3.1 Effective January 1, 2021 a yearly fee of five thousand two hundred eighty (\$5,280.00) dollars. This can be paid monthly \$440.00, quarterly \$1,320.00 (January, April, July, October) or yearly \$5,280.00 (January).**
- 3.2 The above noted payment schedule includes all expenses incurred by the contractor during the yearly regular legislative session.**
- 3.3 This contract includes the Contractors attendance at the WSAC Sponsored conference and the WSAC Legislative Steering Committee Meetings.**
- 3.4 Actual expense fees while attending meetings not included above, on behalf of one or more counties, will be shared by the authorizing Counties.**
- 3.5 The contractor must contact the chairperson for authorization to attend meetings on behalf of the County.**

**IV. INDEPENDENT CONTRACTOR:** The parties agree that the contractor is a private contractor and not an employee or agent of the County, and the Contractor will not represent himself as an employee of the County and will not receive any benefits from the County.

**V: ASSIGNMENT:** Neither party shall assign an interest in this contract nor shall they transfer any interest in the same without the written consent of the other party.

**VI: CONTRACTOR'S LIABILITY:** The Contractor shall be liable for any labor and industries premiums, social security and all applicable taxes, and shall hold the County harmless therefrom.

**VII: COUNTY'S RESPONSIBILITY:** The County shall be responsible for reporting to the Public Disclosure Commission.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CONTRACTOR**

**BOARD OF COUNTY COMMISSIONERS**  
Franklin County, Washington

\_\_\_\_\_  
James Potts

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Zak A. Kennedy

\_\_\_\_\_  
Pro Tem

**ATTEST:**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk to the Board

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney