

April 13, 2009

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 6, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken, Bryan Thorp, Larry Moser, and Norm Childress, Public Works; Auditor Bobbie Gagner; DPA Ryan Brown; Planning Manager Mike Shuttleworth; Susan Walker, Planning; and DPA Sarah Perry.

Approval of Minutes

The Minutes of March 30, 2009 were approved.

Review Agenda

Commissioner Beaver requested the Board send a letter to Ken Hohenberg to congratulate him on his award of Tri-Citizen of the Year. The Board agreed.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "s". Commissioner Bowman seconded and upon vote, the Board approved the following:

Commissioners

- a. Appointment to the Benton County Public Facilities District
- b. Appointment of an Acting County Engineer for Functions Not Requiring a P.E. License
- c. Line Item Transfer – Fund Number 0157-101
- d. Amendment to Employment Agreement with David Sparks

Facilities

- e. Service Contract w/Apollo Sheet Metal, Inc. to Replace Heat Pump

Fairgrounds

- f. Line Item Transfer – Fund Number 0124-101

Human Services

- g. Agreement - Property Management for the Residential Transitional Housing
- h. Amendment to Agreement #0863-38329 with DSHS
- i. Line Item Transfer – Fund Number 0154-101

Office of Public Defense

- j. Modified Indigent Defense Contract w/ Raymond Gene Hui

Personnel

- k. Professional Contract w/ Connie Poulsen for Team Building Workshop

Road/Engineer

- l. Dissolving County Road Improvement District #20
- m. Vacation and Abandonment of Road Right of Way of Riek Road
- n. Plat Roads for Cottonwood Estates
- o. ER&R Purchase of New Pickup Mounted Tool Tray
- p. Agreement w/ WSDOT for Webber Canyon Road Railroad Undercrossing
- q. Consultant Agreement for Right of Way Plans for Webber Canyon Railroad Undercrossing
- r. Approval of Right of Way Values for Clodfelter Road and Locust Grove Road

Sheriff

- s. Authorization to submit Cops Hiring Recovery Program (CHRP) Grant Application Electronically

The Board briefly recessed, reconvening at 9:05 a.m.

Bid Opening – Official County Newspaper

The Board received and opened the following bid for official county newspaper:

Tri-City Herald

Column-inch rate, first insertion, including online: \$17.21 (Mon-Fri); \$17.66 (Sat-Sun)

Column-inch rate, additional insertions: \$15.47 (Mon-Fri); \$15.81 (Sat-Sun)

The Board requested the Clerk to prepare a contract and resolution with the Tri-City Herald.

The Board Briefly recessed, reconvening at 9:10 a.m.

Six-Year Road Program

Steve Becken presented the 2010-2015 Road Program for discussion. The Board agreed the program was ready to go to public hearing, with a few minor changes.

The Board also discussed preparing a 10 to 15-year road program that planned for future projects to line up with potential funding. The Board agreed it would discuss the matter further with the Road Department.

The Board briefly recessed, reconvening at 9:30 a.m.

Hanford Land Use Issues

Mike Shuttleworth, Susan Walker, and Adam Fyall discussed planning issues relating to the Hanford Site. Mr. Shuttleworth said there had been some land use planning by both Benton County and Hanford and presented the relevant documents. Additionally, Ms. Walker stated the County had not adopted a Hanford land use plan in the Benton County Comprehensive Plan but that it would be a sub-area of the plan as Chapter 13 and would slide right into the Comprehensive Plan.

Mr. Shuttleworth said they were looking for direction on whether to start the process for development of the Hanford use plan. Commissioner Bowman said he was in agreement and was also concerned about the issue of responsibility and authority for Benton County and whether the County could do land use planning on Hanford land. Mr. Brown said he had researched that issue previously and would forward the opinion to the Board.

The Board agreed to have Planning start the process and also send a letter to the State stating the County's intent to start developing the land use plan and request funding to help with the process. Chairman Benitz said he also wanted to address the Hanford Fire issues, access to Rattlesnake Mountain, and include TRIDEC, Port of Benton, and the Cities in the process.

The Board briefly recessed, reconvening at 10:00 a.m.

Hiring Process for Professional Engineer

David Sparks discussed contracting for a professional engineer, with either Yakima or Franklin County on a temporary basis until the County found someone on a permanent basis. Mr. Sparks stated that Franklin County competed with Benton County on some projects and it might create a conflict and recommended working with Yakima County. The Board agreed that Mr. Sparks could move forward with the process.

The Board briefly recessed, reconvening at 10:10 a.m.

Roza Traffic Update

Norm Childress provided an update on the Roza traffic study. He said they were currently receiving RFQ's for the consulting services and the selection committee would be meeting to select two or three applicants to interview. After that they would develop with the consultant and the Board a scope of work and budget. Mr. Childress added that once the County had a plan in place, it would fit better into the State's program and the State would counsel the County on what programs were available for further funding.

James Willard said he was following the updates and encouraged the Board to include the neighbors in the process.

The Board briefly recessed, reconvening at 10:20 a.m.

Executive Session – Potential Litigation

The Board went into executive session with DPA Sarah Perry at 10:20 a.m. for approximately 20 minutes to discuss potential litigation. Also present were David Sparks, Cami McKenzie, and DPA Ryan Brown. The Board came out at 10:28 a.m. Ms. Perry stated that no decisions were made, but direction was given.

Other Business

WSAC

Commissioner Bowman provided reports on WSAC and WSDOT budgets and proposed legislation.

Lobbyist in D.C.

Commissioner Bowman presented a standard service agreement put together by Mr. Fyall to contract with Mr. Honeywell on the Red Mountain federal government legislature. He requested the Board adopt the concept and that he would provide the agreement to the PA's office for review.

The Board agreed.

Claim for Damages

CC 09-06: Received on March 25, 2009 from Albert Terrell Thurman, Jr.
CC 09-07: Received on April 2, 2009 from Gilbert Genoway

Vouchers

Check Date: 04/03/2009
Warrant #: 921578-921801
Total all funds: \$1,195,825.94

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

09-224 Appointment to the Benton County Public Facilities District
09-225 Appointment of an Acting County Engineer for Functions Not Requiring a P.E. License
09-226 Line Item Transfer – Fund Number 0157-101
09-227 Amendment to Employment Agreement with David Sparks
09-228 Service Contract w/Apollo Sheet Metal, Inc. to Replace Heat Pump

- 09-229 Line Item Transfer – Fund Number 0124-101
- 09-230 Agreement - Property Management for the Residential Transitional Housing
- 09-231 Amendment to Agreement #0863-38329 with DSHS
- 09-232 Line Item Transfer – Fund Number 0154-101
- 09-233 Modified Indigent Defense Contract w/ Raymond Gene Hui
- 09-234 Professional Contract w/ Connie Poulsen for Team Building Workshop
- 09-235 Dissolving County Road Improvement District #20
- 09-236 Vacation and Abandonment of Road Right of Way of Riek Road
- 09-237 Plat Roads for Cottonwood Estates
- 09-238 ER&R Purchase of New Pickup Mounted Tool Tray
- 09-239 Agreement w/ WSDOT for Webber Canyon Road Railroad Undercrossing
- 09-240 Consultant Agreement for Right of Way Plans for Webber Canyon Railroad Undercrossing
- 09-241 Approval of Right of Way Values for Clodfelter Road and Locust Grove Road
- 09-242 Authorization to submit Cops Hiring Recovery Program (CHRP) Grant Application Electronically

There being no further business before the Board, the meeting adjourned at approximately 10:41 a.m.

Clerk of the Board

Chairman

RESOLUTION

19C COPY

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE RETAIL LEASE AGREEMENT BETWEEN FRED MEYER STORES, INC. AND BENTON COUNTY FOR LEASE OF SPACE TO BE USED AS THE RICHLAND ANNEX OFFICE OF THE BENTON COUNTY AUDITOR,

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Retail Lease Agreement between Fred Meyer Stores, Inc., Landlord, and the Benton County Auditor's Office, Tenant, as attached.

Dated this _____ day of April, 2009.

Chairman of the Board

Member

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CC COPY

Store #00286

RETAIL LEASE AGREEMENT

LANDLORD: FRED MEYER STORES, INC.
TENANT: BENTON COUNTY AUDITOR'S OFFICE

**Covering space in the
Richland Fred Meyer Development
In Benton County, Washington**

SUMMARY OF LEASE TERMS

1. **Leased Property.** Approximate gross floor area in the Property: 1,198 sq. ft.
 2. **Lease Term.** Sixty (60) months, commencing with the "Commencement Date," which the parties anticipate will be June 1, 2009. **OPTION(S):** None
 3. **Base Rent.** The initial base rent is \$1,223.00 per month, payable on the first day of each month, subject to periodic adjustment as specified in the Lease.
 4. **Monthly Charges.** Electricity charge Equal Pay of \$150.00, gas billed direct to Tenant by local utility provider, water/sewer charge of \$30.00, and common expense charge of \$299.50, payable monthly with payments of base rent, subject to periodic adjustment as specified in the Lease.
 5. **Real Property Taxes.** Tenant will pay its proportionate share of taxes and assessments on the Development. The monthly estimated payment will initially be: **EXEMPT.**
 6. **Security Deposit.** Tenant has paid a security deposit to Landlord in the amount of \$1,298.00. This includes an upgrade of \$89.00 due on execution of this Lease and \$1,209.00 which has been transferred from the prior Lease.
 7. **Tenant's Trade Name.** The trade name under which Tenant will conduct business on the Property is as follows: Benton County Auditor's Office.
 8. **Permitted Use.** Office use - vehicle licensing, marriage licensing, election services. Tenant's permitted use is **SUBJECT, HOWEVER,** to all restrictions contained in this Lease.
 9. **Guarantor(s).** N/A
 10. **Other Provisions.** None
- Commencement Date: June 1, 2009
Termination Date: May 31, 2014

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for
RETAIL LEASE AGREEMENT

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ATTACHED EXHIBITS

- EXHIBIT A - Additional Provisions
- EXHIBIT B - Basic Rules and Regulations
- EXHIBIT C - Landlord's and Tenant's Work
- EXHIBIT D - Intentionally Deleted
- EXHIBIT E - Layout Drawing

RETAIL LEASE
Richland, Washington
Store #00286

DATED:

BETWEEN: **FRED MEYER STORES, INC.**
Attn: Property Management Department
3800 SE 22nd Avenue
PO Box 42121
Portland, Oregon 97242-0121

LANDLORD

AND: **BENTON COUNTY AUDITOR'S OFFICE**
620 Market Street
PO Box 470
Prosser, Washington 99350

TENANT

Tenant wishes to lease from Landlord the following property (the "**Property**") located in the State of Washington described as follows:

Certain space located in the retail building operated by Landlord ("**Building**") in the Richland Fred Meyer Development ("**Development**"), located in Benton County, Washington, per attached Exhibit E, consisting of approximately 1,198 sq. ft. of gross floor area (as defined in paragraph 5.2 below); known as 101 Wellsian Way, Suite E, Richland, Washington 98352.

NOW, THEREFORE, Landlord hereby leases the Property to Tenant on the following terms:

1. **Term; Possession.**

1.1 **Term.** The term of this Lease shall be for a period of sixty (60) months (plus any partial month in which the Lease commences), beginning on the commencement date referenced below ("**Commencement Date**") and ending at the end of the sixtieth (60th) full calendar month of the Lease Term ("**Termination Date**"). The "**Commencement Date**" will be June 1, 2009.

1.2 **Landlord's Work and Tenant's Work.** Landlord will notify Tenant when Landlord has substantially completed the items of "Landlord's Work" (if any) described on the attached Exhibit C and when the Property is ready for the installation of Tenant's personal property and performance of the items of "Tenant's Work" described on the attached Exhibit C. Tenant will promptly perform the Tenant's Work, in accordance with the terms attached as Exhibit C. No examination, inspection or approval of work by Landlord will be construed to place upon Landlord any responsibility or liability for Tenant's Work or for any noncompliance of Tenant's Work with applicable Legal Requirements (as defined in paragraph 3.2 below) or otherwise waive or affect the requirements of this Lease or the attached exhibits.

1.3 **Delivery of Possession.** Landlord shall have no liability for delays in delivery of possession caused by labor disputes, shortages of materials, acts of God, holdover by prior tenants, or other causes. Tenant will not have the right to terminate this Lease because of delay in the delivery of possession for any reason, but the Commencement Date and Tenant's obligation to pay rent will be delayed until possession is delivered to Tenant. Delivery of possession will occur when Tenant actually occupies the Property or when the Property is available for occupancy by Tenant with the work required by this Lease to be performed by Landlord (if any) substantially completed. The term "**substantially completed**" means that items of Landlord's Work are completed, except for any items whose subsequent completion will not interfere with Tenant's Work and which are shown on any "punch list" which the parties prepare and mutually approve in writing prior to any entry for commencement of Tenant's Work. Landlord shall not be required to perform any work to ready the Property for Tenant's occupancy unless the parties have attached an exhibit to this Lease describing such work.

1.4 Changes to Site Plan and Development. No aspect of the site plan or layout drawing attached as Exhibit E will be construed as a representation, warranty or commitment by Landlord as to the location, dimensions, placement, or continuation of common areas, parking areas, buildings, improvements or other matters shown thereon. Landlord reserves the right at any time to change the location of, remove, alter or add to and build additional improvements within the Development. Upon Landlord's request at any time, the parties will amend Exhibit E to reflect any change, removal, alteration or addition which affects the Property or Tenant's right of use under this Lease.

1.5 Contingencies Concerning Tenant's Obligations. If Tenant is not currently the lessee of the Property under an existing lease, Tenant will have until N/A to satisfy itself as to the availability of governmental permits or licenses required for the construction of Tenant's Work ("**building permit(s)**") and as to the presence or absence of any hazardous substances (as defined below). Before commencing Tenant's Work, Tenant will provide to Landlord a copy of Tenant's building permit(s) and any environmental assessment obtained by Tenant and waive the foregoing contingencies. Tenant will provide periodic updates on the status of its efforts and will respond to request for information as Landlord may reasonably require about the status of such matters. Tenant will diligently pursue satisfaction of such contingencies and will notify Landlord as soon as Tenant obtains (or is denied) the building permit(s) and receives any such environmental assessment. If Tenant is unable to satisfy such contingencies by the deadline date stated above, Tenant may, not later than 5:00 p.m. (Pacific Time) on the next business day after such deadline date, terminate this Lease by written notice to Landlord. Thereafter, neither party shall have any rights or liabilities under this Lease, and Landlord shall return any prepaid rent and security deposit to Tenant, if any. If Tenant does not notify Landlord that it is terminating this Lease within the time period specified above, then the contingencies will expire.

2. Rental.

2.1 Base Rental. During the lease term, commencing on the Commencement Date, Tenant will pay to Landlord on a monthly basis a base rent initially of \$1,223.00 per month, subject to adjustment as provided in this Lease. Tenant has paid a security deposit to Landlord in the amount of \$1,298.00. This includes an upgrade of \$89.00 due on execution of this Lease and \$1,209.00 which has been transferred from the prior Lease as referenced in the attached Exhibit A.

2.2 Base Rental Adjustment. On each specified anniversary of the Commencement Date described below, the base rental for the Property shall be adjusted as follows:

<u>Anniversary Date</u>	<u>Monthly Base Rental</u>
June 1, 2011	\$1,248.00
June 1, 2013	\$1,298.00

2.3 Time and Place of Base Rent Payments. The base rent will be paid in advance on the first day of each month at the address for Landlord set forth in this Lease. Base rent for any partial month will be calculated on the basis of a 30-day month. Base rent for the partial month (if any) in which the Lease commences shall be prorated and paid at commencement of the lease term.

2.4 Interest and Late Charges. All rent and other charges not paid when due shall bear interest from the due date until fully paid at the same rate as specified in paragraph 11.3 below. In addition, if Tenant fails to make any rent or other charge required by this Lease to be paid to Landlord within ten days after it is due, Landlord may elect to impose a late charge of 5 cents per dollar of the overdue payment, to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord, and will reimburse Landlord upon demand for reasonable attorneys' fees incurred by Landlord in connection with the overdue payment. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment. If two or more checks are returned by Tenant's bank for insufficient funds ("**NSF**") in any calendar year, then Tenant agrees that future payments of rent and other charges to Landlord will (at Landlord's option) be made by bank

certified or cashier's checks. All bank service charges resulting from NSF checks will be promptly paid by Tenant.

2.5 Partial or Delinquent Payments. Payment by Tenant or receipt by Landlord of any amount less than the full monthly rental or other charges due from Tenant, or any endorsement or statement on any check or letter accompanying any check or rent payment, shall not in any event be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rental or pursue any other remedy provided in this Lease. Any payments required under this Lease which are not paid on or before the date for payment in this Lease (subject to any permitted grace period or notice requirement specified in this Lease) shall be considered delinquent and in default.

2.6 Additional Rent, No Offsets. All charges required to be paid by Tenant under this Lease, other than base rent, will constitute additional rent. All rent (including base and additional rent) shall be received by Landlord without set-off, offset, abatement, or deduction of any kind.

3. Use of Property.

3.1 Permitted Use. Tenant shall use the Property only for conducting the following business and for no other purpose without Landlord's written consent: Office use - vehicle licensing, marriage licensing, and election services. Any proposed change of such permitted use or significant change to the retail marketing orientation or quality of operation of the business within the Property (whether by Tenant or by any proposed assignee, subtenant or transferee, subject nevertheless to the restrictions on transfer stated in paragraph 9 below) are subject to the advance written approval of Landlord in its discretion. Landlord may withhold its approval if Tenant has not demonstrated to Landlord's satisfaction that the proposed use, retail marketing orientation and/or quality of operation is compatible (in Landlord's sole judgment) with other business operations (including Landlord's) conducted or permitted within the Development.

3.2 Compliance with Legal Requirements. In connection with its use, Tenant shall comply at its expense with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and all recorded covenants, conditions and restrictions affecting the Development and Building (collectively, the "**Legal Requirements**"), including those regarding maintenance, operation, and use of the Property and appliances on the Property (including signs).

Notwithstanding the foregoing, in the event any present or future law, ordinance, governmental rule or other Legal Requirement applicable to the Development, including, without limitation, the American with Disabilities Act of 1990, all amendments and supplements thereto and all applicable rules and regulations issued thereunder (collectively referred to as the "**ADA**"), mandates changes to the leased Property or Development, then Landlord will be responsible for causing such changes to be made to the common areas and other portions of the Development under Landlord's control, and Tenant will be responsible for causing such changes to be made to the leased Property under Tenant's control. If the installation of Tenant's leasehold improvements, furniture, fixtures and equipment ("**FF&E**") or any subsequent work or alteration by Tenant within the Property may require changes to the Building or common areas or other portions of the Development in order to comply with the ADA or other governmental requirement, then the parties will, in good faith, cooperate with each other and resolve any dispute as to the commercial reasonableness of the proposed action or alteration, as part of Landlord's review and decision as to whether to consent to the action or alteration.

3.3 Hazardous Substances. Tenant shall comply fully with all applicable laws pertaining to the protection of human health and the environment, including (but not limited to) employee and community right-to-know laws, occupational safety and health regulations, and all laws regarding the use, generation, storage, transportation, treatment, disposal or other handling of hazardous substances ("**Environmental Requirements**"). Tenant shall promptly advise Landlord in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported or otherwise handled on the Property. Tenant shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of or otherwise released on the Property. The only hazardous substances permitted on the Property are cleaning products and other materials in ordinary quantities which are

used in the ordinary course of business and necessary for the conduct of Tenant's business and which Tenant uses in strict compliance with all applicable Environmental Requirements. The term "**hazardous substances**" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), and comparable State statutes and other Environmental Requirements, and specifically includes asbestos-containing materials and petroleum products.

3.4 **Infectious Wastes.** Subject to the limitations stated in paragraphs 3.1 and 3.3, Tenant shall cause any infectious wastes to be stored, discarded, treated, transported and disposed of in strict compliance with all applicable Legal Requirements and Environmental Requirements.

3.5 **No Offensive Activities.** Tenant shall not conduct or permit any activities on the Property that create a nuisance or damage the reputation of the Property, or are offensive to Landlord or other owners or users of adjoining property.

3.6 **Supervision.** Tenant shall keep the Property clean and orderly and will cause its employees on the Property to be well-groomed and dressed in accordance with a first-class, professional operation of Tenant's business. Tenant will supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease and the rules and regulations referenced below.

3.7 **Common Areas.** All access, customer parking, employee parking and common areas within the Development shall be used in strict compliance with Landlord's rules, regulations and requirements for such areas.

3.8 **Name of Business.** The advertised name of the business operated at the Property shall be as follows: Benton County Auditor's Office. Tenant agrees not to change its advertised name at the Property without the written permission of Landlord.

3.9 **Storage, Trash.** Tenant shall not store anything outside except in areas approved by Landlord. Tenant will use only trash and garbage receptacles approved by Landlord. Tenant shall dispose of trash and other matter in a manner acceptable to Landlord, at Tenant's expense.

3.10 **Signage.** Tenant must install and maintain its own signage on the Property at all times and in a manner acceptable to Landlord. Tenant will be required to obtain Landlord's prior approval of the design, size, color, materials and other details of the signage, including (without limitation) any window signage that can be seen from the exterior. Any sign on the Property will be designed and constructed in compliance with applicable sign codes and the requirements of the attached Exhibit D.

3.11 **Regulations.** Landlord shall have the right to make and enforce rules and regulations consistent with this Lease for the purpose of regulating access, parking, and the use of common areas, establishing standards and requirements concerning the conduct and operation of business, and promoting safety, order, cleanliness, and good service to the Property, Development and adjacent property. Tenant will promptly comply with all such rules and regulations.

3.12 **Covenant of Continuous Operation and Full Merchandising.** Tenant shall continuously use and conduct its merchandising business on the Property during normal business hours for the Development. Tenant shall carry and offer for sale at all times a full and complete stock of merchandise, and shall maintain adequate personnel for the efficient serving of its customers. Tenant shall not lower the quality of its merchandise or change the quality of its business without Landlord's consent. Tenant shall use best efforts to operate the business conducted on the Property in a diligent manner that will produce the maximum volume of Gross Sales, consistent with prudent business practices.

3.13 Hours of Operation. Tenant agrees to keep open and operate its business at the Property the following hours: 8:00 a.m. to 5:00 p.m. Monday through Friday, closed Saturday and Sunday. Landlord may charge Tenant for any after hours service requirements, if Landlord permits Tenant to be open hours other than the normal business hours of the Development. Tenant will not, however, be required to be open on *Christmas Day or after the closing time for Fred Meyer's retail operation on Thanksgiving, New Year's Eve, New Year's Day or during any hours on any other recognized state or national holiday on which the Fred Meyer retail operation at the Development is not open or is closed before 11:00 p.m. Tenant will keep its hours of business posted at the Property at all times. **Such holidays as designated by resolution of the Board of Commissioners of Benton County, Washington. Further, Tenant may periodically stay open beyond normal business hours for election purposes.*

4. Maintenance and Alterations.

4.1 Landlord's Obligations. Landlord shall be under no obligation to make any repairs, alterations or improvements on the Property at any time, except as otherwise expressly required in this Lease. Subject to the terms of paragraph 4.3 below, Landlord shall be responsible for: repair and maintenance of the system providing heat, ventilation and/or air conditioning ("**HVAC**") to the leased Property; providing water and sewer to the leased Property; and the repair and maintenance of the roof and structure of the Building; provided, however, that if Landlord is required to make any repairs to the HVAC system, water or sewer system, or the roof or structure by reason of any act, neglect or omission to act of Tenant or its employees, agents, invitees, licensees, contractors or subtenants, Landlord shall have the right to recover from Tenant the cost of the repairs, as provided in paragraph 4.3, plus interest as provided in paragraph 11.3 below.

4.2 Work by Landlord. Landlord shall have the right to erect scaffolding and apparatus for the purpose of making alterations, improvements and repairs. Landlord shall have no liability for failure to perform required maintenance and repair on or about the Property for which Landlord may be responsible under this Lease, unless written notice of the needed maintenance or repair is given by Tenant, and Landlord fails to remedy the problem within a reasonable time after receipt of such notice. Landlord shall have no liability for interference with Tenant's use by needed repairs and installations, or modifications required by any governmental body, provided the work is performed in a manner designed to cause a reasonable minimum of interference to Tenant.

4.3 Tenant's Obligations. Tenant, at its sole cost and expense, shall put, keep and maintain at all times all portions of the Property not required to be maintained by Landlord under paragraph 4.1 (including, without limitation, all tenant improvements, tenant signage, drains, displays, all exterior and interior plate glass, show cases, storefront parts and moldings, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof, floors, partitions, and all electrical, lighting, plumbing and sprinkler systems, fixtures and equipment serving the Property) in first class repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements, including (without limitation) those requiring any alteration of the Property (structural or nonstructural), subject to requirements in paragraph 4.6 below concerning Landlord's consent to such alterations.

Tenant will keep the sidewalks adjoining the Property (if any) free from snow, ice and debris and will provide or arrange for its own janitorial services. Tenant will cause the HVAC and signs for the Property to be covered by inspection and maintenance contracts with qualified service providers. The interior and storefront of the Property shall be repainted, redecorated and refurbished by Tenant at least once every five years.

Tenant shall also be responsible for the repair of any and all damage caused to the Property, Building and/or Development by any act, neglect or omission of Tenant or its employees, agents, invitees, licensees, contractors or subtenants. The repair of any such damage shall, at Landlord's option, either be performed by Tenant at its expense or will be made by Landlord at Tenant's cost and expense. Tenant shall reimburse Landlord any such costs and expenses incurred by Landlord, together with a management and administration fee of fifteen percent (15%) of the amount thereof, within ten (10) days after submission by Landlord to Tenant of a statement of the amount thereof. If not so paid within such 10-day period, the total amount will bear interest as provided in paragraph 11.3 below from the date such costs were incurred.

4.4 **Additional Equipment.** Tenant shall not, without Landlord's prior written consent, use heat-generating machines or equipment or lighting other than standard lights provided to the Property that affect the temperature otherwise maintained by the air-conditioning system. If such consent is given, Landlord shall have the right to install supplementary air-conditioning units in the Property and the cost thereof, including the costs of installation, operation and maintenance of such units, shall be paid by Tenant to Landlord upon billing by Landlord. Tenant shall not, without Landlord's prior written consent, install lighting or other electrical equipment or devices requiring power in excess of the standard amounts (load and usage) as determined from time to time by Landlord for normal office/retail use of the Property and other premises in the Building.

4.5 **Building Overloads.** Tenant will refrain from doing anything on or about the Property that will cause an overload. If Landlord believes there is an overload, Landlord may select a qualified electrician whose opinion will control regarding any overload of electric circuits, or a qualified engineer or architect whose opinion will control regarding floor overloads or other stresses. Tenant will promptly comply with any actions recommended by the electrician, engineer or architect.

4.6 **Alterations; Signs.** Tenant shall not alter the Property (including, without limitation, changes in color, removals, replacements and additions) or make any exterior or structural alterations or any material interior alterations, or install additional electrical equipment, machinery or any signs, without Landlord's prior written consent in each instance. Any alterations or installations by Tenant must be performed in a good and workmanlike manner and in compliance with provisions of this Lease (including, without limitation, the provisions of the attached Exhibit C and paragraph 3.2). All alterations and fixtures installed by Tenant (other than trade fixtures and equipment) shall become part of the Property and belong to Landlord upon the expiration or termination of this Lease, subject to paragraph 12.2 below. All such work shall be done in such a manner so as not to interfere with or disturb any other tenant or occupant of the Building.

4.7 **Remodel Program and Refurbishing; Signs.** Subject to the limitations and exclusions stated below, in the event Landlord develops a plan to renovate or perform a major remodel of the portion of the Development in which the Property is situated (collectively, a "**Remodel**") and the Remodel plan would require changes to Tenant's exterior signage, storefront, floor covering or other portions of the Property maintained by Tenant, then the following will apply: (i) Landlord will give Tenant at least 60 days' prior written notice of the planned Remodel; (ii) Landlord will attempt to perform the Remodel in an efficient manner that reasonably minimizes any interference with Tenant's business operation; and (iii) subject to the one-time-only limitation, Tenant will (at its expense) design and reconstruct its sign and refurbish the Property to the extent necessary to give it a quality and appearance in accord with the remainder of the Development as modified by the Remodel.

5. **Taxes; Utilities; Common Expenses.**

5.1 **Personal Property Taxes.** Tenant shall pay when due all personal property taxes assessed against its personal property, equipment or trade fixtures on the Property.

5.2 **Taxes and Assessments.** Tenant shall pay its proportionate share of all taxes, assessments and public charges ("**taxes**") on the Property, the Building and other land and improvements included in the tax lot(s) in which the Property and the common areas of the Development are located. Taxes for the year in which the Lease commences and terminates will be prorated and adjusted for any partial year. Tenant's "**proportionate share**" will be based on the gross ground floor area of the Property compared to the entire gross ground floor area of the Building(s) within the tax lot(s) in which the Property is located, including space occupied by Landlord. The "**gross ground floor area**" will be determined by Landlord from time to time and will be equal to the number of square feet of floor space on the ground level floor, measured from the exterior faces of exterior walls and the center line of party or demising walls. No deduction or exclusion from gross ground floor area shall be made by reason of columns, stairs, elevators, escalators or other interior improvements or equipment. If any tenant of the Development utilizes any mezzanine or second story for retail sales purposes, the area so used will be added to and treated as gross ground floor area for purposes of this calculation.

Tenant shall pay to Landlord, on the first day of each month in advance, an amount equal to one-twelfth (1/12) of the amount of annual taxes to be paid as estimated by Landlord (subject to Landlord's right to elect to

bill annually for the amount of such taxes, in lieu of monthly estimated payments). The monthly estimated payment for taxes will initially be: **EXEMPT - see below**. Such amount may be adjusted by Landlord during the lease term, based on Landlord's estimate of changes in the amount of annual taxes to be paid. There will be an annual reconciliation and adjustment between the parties when the actual amount of taxes is determined. If the monthly estimated payments were less than Tenant's proportionate share of the actual taxes, Tenant will pay the deficiency to Landlord at the time Landlord submits an invoice therefor. If the monthly estimated payments were greater than the actual amount due, Landlord will credit the difference against the next monthly payments due from Tenant. If (at Landlord's option) Tenant is paying taxes on an annual basis, or if the annual reconciliation of monthly payments shows a shortage, Tenant will pay the amount due Landlord within 10 days after receipt of the invoice therefor. Tenant's obligation to pay its proportionate share of taxes will commence on the Commencement Date. *Under Washington Statute 84.36.010, Tenant is exempt from paying pro rata share of real estate taxes.*

5.3 Additional Impositions. If at any time during the lease term, a tax, excise or assessment is levied or assessed against the Building or other improvements, or against Landlord by reason of Landlord's interest in such property or the rentals payable under this Lease, or with respect to the development of income by this Lease, such taxes, excises on rent or assessments shall, to the extent of the amount, be deemed to be additional "taxes" which are the obligation of Tenant to pay pursuant to this Lease; provided, that the foregoing shall not apply to (i) any estate, inheritance or succession tax, (ii) any transfer tax imposed on account of any transfer of Landlord's interest in the Development or this Lease, (iii) any capital tax or similar tax, or (iv) except only to the extent of any new governmental imposition in substitute (in whole or in part) for taxes and assessments referenced in paragraph 5.2, any income, business and occupation or other tax on the net income of Landlord with respect to this Lease.

5.4 Utilities. Tenant will be responsible for all charges for services and utilities incurred in connection with the use, occupancy and operation of the Property, including (without limitation) charges for electricity, gas, telephone service, water and sewer.

Tenant shall pay to Landlord, on the first day of each month in advance, charges for utilities initially in the following amounts or in the following manner:

<u>Utility</u>	<u>Initial Estimated Charge (if applicable)</u>
Electricity	Equal Pay of \$150.00 per month
Gas	Billed direct to Tenant by local utility provider
Water & sewer	\$30.00 per month

The amount of such charges may be adjusted by Landlord during the lease term, based on increases in the costs of utilities or services provided by or through Landlord.

Tenant will pay charges for any separately metered utility directly to the utility provider and will cause the utility provider to bill Tenant directly for the Property. Evidence that the utility is billing Tenant directly for such costs will be delivered by Tenant to Landlord before Tenant opens for business at the Property. Tenant will pay charges for any submetered utility to Landlord based upon Tenant's actual consumption of utilities and the rates charged by the utility company. If a utility is not separately metered or submetered, the utility bill will be equitably allocated by Landlord based on estimated usage (in Landlord's sole judgment). If a utility is separately metered but the utility charges are included in a utility bill sent to Landlord, Landlord may elect to charge the flat monthly utility charge (as stated above and as adjusted from time to time), rather than separately billing each month's charge for actual usage. In that event, there will be an annual reconciliation and adjustment within 90 days after the end of the calendar year. If the monthly utility payments for the prior year were less than the actual metered charges paid by Landlord for the Property, Tenant will pay the deficiency to Landlord at the time Landlord submits an invoice therefor. If the monthly payments for such year were greater than the actual amount due, Landlord will credit the difference against the next monthly payments due from Tenant. Tenant's

responsibility for utilities used at the Property will commence when Tenant accepts possession for purposes of commencing Tenant's Work.

5.5 Common Expenses Paid by Tenant. Commencing on the Commencement Date, Tenant shall promptly pay its allocated share of common expense charges for the Development, including (without limitation) the costs of cleaning, lighting, striping, repairing, (including any alterations necessary to comply with any applicable Legal Requirements) and maintaining the access, parking and common areas of the Development and any landscaping, and for repair, inspection, maintenance and replacement of any common utility lines and common area improvements within the Development, together with a management and administration fee of fifteen percent (15%) on all of the foregoing costs (collectively, the "**common expense charges**"). Tenant's "allocated share" of such common expense charges will be paid in monthly installments on the first day of each month, in advance. Such monthly installment will be \$299.50 per month (calculated on the basis of \$3.00 per square foot for the initial amount of such charges, multiplied by 1,198 square feet of gross building area, equaling \$3,594.00 annually and \$299.50 monthly). *Landlord agrees this amount will not be adjusted during the term of this Lease.*

In the event the ADA or other Legal Requirements mandate capital improvements to the structural components of the Building or other portions of the Development or Property which are maintained by Landlord, and the Legal Requirement of such capital improvements is not uniquely related to the type of use being made of the Property by Tenant, then Tenant will not be charged the full cost of the improvements, but Landlord may increase the common expense charges under this Lease for Tenant's proportionate share (based upon leasable area of the Property compared to leasable area of the Development) of a reasonable amortization of such capital improvements (determined in accordance with generally accepted accounting principles) as Landlord may require to install to comply with such Legal Requirements.

6. Liens, Indemnification and Liability.

6.1 Liens. Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free from any liens other than liens created by Landlord. If Tenant fails to pay such claim or to cause any lien to be released (by bonding over or otherwise) against the Property and Development under the law of the state in which the Development is located within 30 days after Tenant becomes aware that such lien exists, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in paragraph 11.3 below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

6.2 Indemnification of Landlord. Tenant shall indemnify, reimburse, hold harmless and defend Landlord for, from and against any claim, loss, damages, expense or liability arising out of or related to any action or inaction of Tenant or its agents, independent contractors, employees, customers, suppliers or invitees, any condition of the Property which is the responsibility of Tenant under this Lease, or any goods sold by Tenant from the Property (including product liability and other claims).

6.3 Landlord's Liability. Landlord shall have no liability to Tenant for acts of other tenants or users of adjacent property or acts of any third party, or for any defect in the Property which is the responsibility of Tenant under this Lease, or for any interruption or failure in the supply of utilities or services to the Property.

7. Insurance and Damage.

7.1 Liability and Workers' Compensation Insurance. Commencing not later than the date on which Tenant or its contractors, agents or employees are given access to the Property to perform fixturing or other activities (the "**Delivery Date**"), and continuing throughout the term of this Lease, Tenant shall continuously maintain at its expense commercial general liability insurance applying to the use, occupancy and business operated (including products sold and services rendered) by Tenant, or any other occupant of the Property. Such insurance shall include broad form contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease. The commercial general liability coverage shall have a

minimum combined single limit of liability per occurrence of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least Two Million Dollars (\$2,000,000) per location. Such minimum required limits and scope of coverage may be increased from time to time by Landlord based upon industry standards for comparable business operations. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, shall be endorsed to name Landlord as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by Landlord shall be excess and non-contributing insurance. Such insurance shall also include coverage for: (a) hired and nonowned automobile liability; (b) products liability; and (c) excess Employer's liability insurance (if necessary). All such insurance shall: (i) provide for severability of interest; (ii) provide that an act or omission of one of the named or additional insureds (excluding deliberate or intentional acts that are not covered under a general liability policy) shall not reduce or void coverage to the other named or additional insureds; and (iii) afford coverage for all occurrences based on acts, omissions, injury and damage, which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease.

Tenant shall also maintain Worker's Compensation insurance in accordance with the law of the state in which the Property is located, and Employer's liability insurance (or "Stop Gap" insurance, if the Property is within the State of Washington) with a limit of not less than \$1,000,000 each accident.

7.2 Plate Glass and Casualty Insurance. Landlord shall be responsible for insuring the Building. Throughout the term of this Lease, Tenant shall be responsible for maintaining all-risk property insurance covering loss to Tenant's personal property, fixtures, equipment, tenant improvements and Tenant's betterments, in an amount equal to 100% of the full replacement cost of such property. Tenant's insurance shall include, but not be limited to the following: (i) sprinkler leakage coverage; (ii) replacement cost coverage; (iii) an agreed amount endorsement; (iv) plate glass coverage sufficient to pay for the replacement of any damage to exterior plate glass and storefront supports for the Property. Such coverage shall also insure against any damage to the floor, doors, interior or other portions of the Building caused by any break-in or burglary; (v) business interruption, in an amount that is equal to not less than six months of Tenant's expected net profits to be earned within the specified policy year, but in no event shall the amount of business interruption coverage be less than the total sum of rents to be paid to Landlord under this Lease during the same period of time; and (vi) extra expense coverage. All such policies shall be written to apply to all covered property for loss occurring within the term of this Lease, and shall be endorsed to add Landlord as a loss payee. In the event of casualty, the proceeds of Tenant's property insurance policies shall, so long as this Lease is in effect, be used for the repair or replacement of the personal property, fixtures and equipment so insured.

7.3 Insurance Policies. All insurance policies required to be carried by Tenant under this Lease shall: (i) be written by companies rated A/IX or better in the most recent edition of "Best's Insurance guide" and authorized to do business in the state in which the Property is located, and (ii) name any parties designated by Landlord as additional insureds. Any self-insured retention or deductible amounts (the "self-insured amount") under any insurance policies required hereunder shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall deliver to Landlord on or before the Delivery Date, and thereafter at least fifteen (15) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder (or if such policies or certificates are not available at such date, Tenant will provide to Landlord appropriate written confirmations or assurance of continued coverage, to be followed by the actual policy or certificate when available). Tenant will also provide to Landlord a certificate of insurance, naming Landlord and Tenant as additional insureds, evidencing liability insurance maintained by Tenant's contractor(s), which will be delivered to Landlord prior to the Delivery Date, and (with respect to any subsequent construction by Tenant during the lease term) prior to the date on which Tenant commences any other construction work on the Property. If Tenant shall fail to procure such insurance or to deliver such policies or certificates, then Landlord may, at its option and in addition to any other remedies provided by this Lease, procure the same for the account of Tenant, and Tenant shall pay the cost thereof to Landlord as additional rent. With respect to any claim, loss or liability that would have been covered by the insurance policies required to be maintained by Tenant but which are within the self-insured amount, Tenant will be responsible for payment of the self-insured amount on or for such claim, loss or liability on the

same basis as the insurance carrier would have been if Tenant had no self-insured arrangements or deductibles on such insurance policies.

7.4 Releases and Waivers of Subrogation. Notwithstanding any other provision of this Lease, Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the Property or property thereon caused by a peril which would be covered by a standard "all-risk" property insurance policy, whether or not such insurance is in force or is collectible, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Landlord and Tenant each hereby agree that it shall cause a clause or endorsement to be included in its insurance policies with respect to the Property, the Building and Development (to the extent required to make the foregoing release and waiver of subrogation effective) to the effect that such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

7.5 Restoration of Damage. If fire or other casualty causes damage to the Building in an amount exceeding 25 percent of its full construction-replacement cost, then Landlord may elect to terminate this Lease by giving written notice of such termination to Tenant within 60 days following the date of damage. Otherwise, Landlord shall proceed to restore the Building to a condition comparable in function and value to that existing prior to the damage. The base rent shall be abated during the period and to the extent the Property is not reasonably usable for Tenant's use. If the damage does not cause any material interference with Tenant's use, there shall be no rent abatement. Tenant shall cooperate with Landlord during the period of repair and vacate all or any part of the Property to the extent necessary for the performance of the required work.

7.6 Repair of Tenant's Property. Repair, replacement, or restoration of any fixtures, equipment and personal property owned by Tenant, Tenant's improvements, and any additions or improvements to the Property constructed by Tenant shall be the responsibility of Tenant regardless of the cause of the damage. Tenant shall pay all costs of moving its property when required in connection with the repairs of the Property for which Landlord is responsible.

7.7 Insurance Requirements. Tenant will comply with all of the rules and regulations of the American Insurance Association, the state Insurance Rating Bureau and any similar bodies. Tenant will not commit any action or permit any condition to be continued on the Property which might increase the existing rate of any insurance policy held by Landlord. Tenant will not do or keep anything that will cause cancellation of (or be prohibited by) Landlord's insurance policies.

8. Condemnation.

If the entire Development, Building or Property is condemned, or if a portion is taken which causes the Property to be reasonably unusable for the continued conduct of Tenant's business operation, notwithstanding any repair or alteration by Landlord, then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority. Otherwise, Landlord shall proceed to make necessary repairs and alterations to the Property to permit Tenant to continue its operation of the Property thereon, except for repairs to Tenant's property for which Tenant is responsible under paragraph 7.6 above. The base rent shall be abated during the period of restoration to the extent the Property is not reasonably usable for Tenant's use, and shall be reduced for the remainder of the lease term to the extent and in the same proportion as the reduction in rentable area of the Property. All condemnation proceeds shall belong to Landlord, except for any award specifically made to Tenant for interruption of business, moving expenses, or the taking of Tenant's trade fixtures. All condemnation proceeds related to the taking of the Development, Building and Property shall belong to Landlord. To the extent permitted by law, Tenant may pursue a separate claim against the condemning authority for the taking of Tenant's equipment, signage, improvements and for interruption of business, moving expense and other damages available under applicable law, but such separate claims shall not diminish Landlord's claim for the Property, the Building or for Landlord's reversionary interest in the land under the Property or for the taking of other portions of the Development. Sale of all or a part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation. Landlord need not incur expenses for restoration in excess of the

amount of condemnation proceeds received by Landlord after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by Landlord in connection with the condemnation.

9. Transfers by Tenant.

9.1 Prohibition of Transfer. Except as otherwise set forth below, Tenant shall not assign, mortgage, pledge, hypothecate or encumber the Property or Tenant's leasehold estate, or sublet any portion of the Property, or license the use of any portion of the Property, or otherwise transfer any interest in the Property (whether voluntary, involuntary, by operation of law or otherwise) (collectively, all of the foregoing are a "**transfer**"), without the prior written consent of Landlord. So long as Tenant's stock is publicly held and traded on a recognized national stock exchange, no transfer of stock of Tenant will be deemed a transfer of this Lease. If Tenant's stock is not so publicly held and traded on a recognized national stock exchange, then a transfer of a controlling interest in the stock of Tenant will be deemed a transfer of Tenant's leasehold estate. Landlord may withhold consent in its discretion for any reason whatsoever and shall not be liable in any respect for failure to give such consent. Any attempted transfer without consent shall be null and void and, at the option of Landlord, will cause termination of this Lease. If Tenant requests consent to a proposed transfer, Tenant or the prospective transferee will pay a review fee of \$500 at the time of the request, for application to Landlord's expenses (legal and administrative) in reviewing the request for consent to transfer, which expenses will be paid by Tenant or the prospective transferee, but will not exceed \$2,500.

9.2 Notice and Consent. If Tenant desires to transfer any interest for which Landlord's consent is required under paragraph 9.1, Tenant shall, in each instance, notify Landlord at least 30 days before the effective date of such intended transfer and will pay the review fee stated above. Tenant's notice will contain reasonable detail concerning the nature of the proposed transaction, the date thereof, the identity of the transferee and nature of its business, the financial worth of the transferee and its prior business experience (if applicable), the transferee's business and financial references, and such financial statements and other information as Landlord may require. If Landlord consents to the proposed transfer, a condition to such consent is that the transferee shall agree in writing for the benefit of Landlord to be bound by and to comply with the terms of this Lease (except that this sentence will not apply to any lender who only holds a secured interest in Tenant's personal property).

9.3 Obligations After Transfer. The giving of such consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers where such consent is required. If Tenant is permitted to make any transfer, Tenant and any Guarantor(s) of this Lease shall not be relieved of their respective obligations, but shall remain primarily liable to Landlord for performance of all such obligations.

10. Default.

The following shall be events of default:

10.1 Payment Default. Failure of Tenant to pay any rent or other charge under this Lease within 10 days after it is due.

10.2 Unauthorized Transfer. Tenant makes any transfer without Landlord's prior written consent, as (and to the extent) required under paragraph 9.1.

10.3 Abandonment of Property. Tenant abandons the Property, for which purpose "**abandons**" means a failure by Tenant to occupy and use the Property for one or more of the purposes permitted under this Lease for a total of 3 consecutive days or more during the lease term, unless such failure is excused under other provisions of this Lease.

10.4 Default in Other Covenants. Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the 20-day period, this requirement shall be satisfied if Tenant begins correction of the default within the 20-day

period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.5 Insolvency Defaults. Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Tenant; the commencement by Tenant of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief and such is not dismissed within 60 days; the appointment of or the consent by Tenant to the appointment of a receiver, trustee, or custodian of Tenant or of any of Tenant's property; an assignment for the benefit of creditors by Tenant; Tenant's failure generally to pay its debts as such debts become due; the making or suffering by Tenant of a fraudulent transfer under applicable federal or state law; concealment by Tenant of any of its property in fraud of creditors; the making or suffering by Tenant of a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded within 60 days. During any period in which there is a Guarantor(s) of this Lease, each reference to "Tenant" in this paragraph shall be deemed to refer to "Guarantor or Tenant," separately.

11. Remedies on Default.

Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

11.1 Retake Possession. Landlord may re-enter and retake possession of the Property, without notice, either by summary proceedings, force, any other applicable action or proceeding, or otherwise. Landlord may use the Property for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. Landlord may effect a removal of any furniture, furnishings, trade fixtures or other property of Tenant and place it in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses at the same rate as provided in paragraph 11.3 below. None of these actions will be deemed an acceptance of surrender by Tenant.

11.2 Damages for Default. Whether or not Landlord retakes possession or relets the Property, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, attorneys' fees relating to the default, and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Property for the remainder of the term, discounted to the time of judgment at the rate of 9 percent per annum.

11.3 Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 18 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

12. Surrender at Expiration.

12.1 Condition of Property. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Property in first-class condition subject to reasonable wear and tear. All repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

12.2 Fixtures and Installations. Tenant shall remove all of its furnishings, furniture, and trade fixtures that remain the property of Tenant and will remove any alterations, improvements and installations made by Tenant that Landlord requires Tenant to remove, as Landlord may specify on expiration or termination of this

Lease, except any that Landlord has specifically agreed in writing may remain on the Property after expiration or termination of this Lease. Tenant will restore any physical damage caused by such removal (including, without limitation, resurfacing or covering holes in the walls, floors or other parts of the Property and any necessary repainting to put the Property in the condition required by this Lease). If Tenant fails to do so, such failure shall, at Landlord's option, be deemed an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in paragraph 11.3 above.

12.3 Holdover. If Tenant does not vacate the Property at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month and the initial base rent will be 125 percent of the base rent then being paid by Tenant), or to eject Tenant from the Property and recover damages caused by wrongful holdover. Failure of Tenant to remove property or installations which Tenant is required to remove under paragraph 12.2 shall constitute a failure to vacate to which this paragraph shall apply if the property or installations not removed substantially interferes with occupancy of the Property by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 20 days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to month-to-month tenancy.

13. Warranty of Quiet Enjoyment; Prior Matters.

13.1 Warranty of Quiet Enjoyment. So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Property free from any interference by Landlord or those claiming through Landlord.

13.2 Prior Matters. The Property is subject and subordinate to (i) any construction, operation and reciprocal easement agreement (the "**REA**") now or hereafter in effect with respect to the Development, and (ii) applicable zoning and code requirements. Any REA shall not prevent Tenant from using the Property for the purposes set forth in paragraph 3.1.

14. General Provisions.

14.1 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

14.2 Modifications. This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Landlord shall not be bound by any statement of any agent or employee modifying this Lease, except for any person which Landlord has specifically designated in writing as Landlord's representative.

14.3 No Appurtenances. This Lease does not create any rights to light and air by means of openings in the walls of the Building, any rights or interests in parking facilities, or any other rights, easements or licenses, by implication or otherwise, except as expressly set forth in this Lease or its exhibits.

14.4 No Encumbrancing by Tenant. Landlord will not be subordinating its interest in the Property to any financing by Tenant. Any such financing by Tenant will not be secured by the Property or Tenant's leasehold estate, but may be secured by Tenant's furnishings, furniture and trade fixtures that Tenant is permitted to remove pursuant to paragraph 12.2 and other terms of this Lease and applicable law.

14.5 Nonwaiver. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

14.6 **Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

14.7 **Inspection.** Landlord or its authorized representatives may enter at any reasonable time to determine Tenant's compliance with this Lease, to make necessary repairs, or (after at least 24 hours' notice) to show the Property to any actual or prospective mortgagees or purchasers or, during the last 180 days of the Lease term, to prospective tenants.

14.8 **Relocation of Property.** Landlord reserves the right at any time to remodel, change, remove, alter or add improvements within the Development and to change the location of the Building and/or Property. As to any change in the location of the Property, Landlord will notify Tenant at least 45 days in advance of the intended date of relocation (the "**Relocation Date**") and provide Tenant with a site plan and other information showing the relocation space. The parties will promptly discuss the terms of the relocation and any adjustment required to this Lease as a result of the relocation, including (without limitation) an adjustment to base rental which will be made proportionately (on a per square foot basis) for any increase or decrease in the area of the Property. In addition, within 10 days after receipt of Landlord's notice, Tenant will provide to Landlord a written statement, certified by Tenant, as to the not-yet-amortized remaining balance (determined in the same manner as for federal income tax purposes by Tenant), as shown on Tenant's records (the "**Improvement Balance**") of the cost of Tenant's improvements (the "**Improvement Cost**") to the Property which were installed by Tenant at (or before) the commencement of the Lease term, if any (excluding trade fixtures, equipment and other personal property that Tenant is permitted or required to remove on expiration or termination of this Lease and excluding any improvements, additions and alterations by Tenant installed during the Lease term). If the parties do not mutually agree upon the terms of relocation and execute a memorandum evidencing such terms within 20 days after Landlord's notice of the Relocation Date as provided above, either party may elect in its discretion to terminate this Lease by written notice to the other. If Tenant elects to terminate this Lease, Tenant will surrender and vacate the Property not later than the Relocation Date, and upon completion of such actions both parties will be released from any further liability to each other under this Lease. If Landlord elects to terminate this Lease as permitted above, Tenant will surrender and vacate the Property not later than 10 days after receipt of Landlord's notice of termination or the Relocation Date, whichever is later, and Landlord will pay the Improvement Balance to Tenant upon its surrender and vacation of the Property. If Tenant is relocated as permitted above, and this Lease is not so terminated, then the parties will cooperate in effecting the relocation, including any necessary relocations to temporary space while demolition, remodeling, reconstruction or other work is being performed to make the Building and/or relocated Property ready for Tenant's occupancy. Landlord will be solely responsible for causing Tenant to be moved, paying the costs of moving and installing Tenant's property and readying the relocation space for Tenant's use. Base rent will be abated under this Lease during the period and to the extent that Tenant is reasonably unable to operate its business during such relocation process. After completion of the relocation, there shall be no rent abatement or other change to the terms of this Lease (other than the relocation of the Property and any adjustment to rent as a result of any increase or decrease in the size of the Property).

14.9 **Customer Relations.** Tenant shall use its best efforts to maintain good relations with customers and will provide first-rate customer service to its customers. Justified customer complaints shall be dealt with to the satisfaction of the customer.

14.10 **Master Lease by Landlord.** This Lease is and shall be subject and subordinate to any master lease now or hereafter existing between Landlord as lessee and the fee owner or underlying landlord ("**Master Landlord**") as lessor, covering the Development, and to all renewals, modifications, consolidations, replacements, and extensions thereof (the "**Master Lease**"). Landlord will perform its obligations under such Master Lease. Upon Landlord's request, Tenant will promptly execute any confirmation of subordination or any tenant estoppel certificate required by the Master Landlord with respect to this Lease. Landlord will have no obligation, express or implied, to exercise any renewal option(s) in the Master Lease.

14.11 **Attornment.** In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Property, Tenant

shall attach to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

14.12 Subordination. This Lease is subordinate to any existing Master Lease or mortgage lien on the real property at which the Property is situated. In addition, this Lease shall be subordinate to the lien of any trust deed, mortgage or other security instrument (collectively, "**Mortgage**") hereafter placed upon the Building or other property, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. If any such party elects (in its discretion) to have this Lease prior to the lien of its Mortgage, or to grant a nondisturbance and attornment commitment under any such Master Lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Mortgage held by such party so electing and will survive any termination of Landlord's interest in the Property or under the Master Lease, as applicable, whether this Lease is dated prior or subsequent to the date of such Master Lease or Mortgage or the date of recording thereof. This Lease may be terminated by the holder of such Mortgage or the Master Landlord (in its discretion) in the event Landlord's interest in the Property is acquired upon judicial or nonjudicial foreclosure or by deed-in-lieu of foreclosure or upon termination or expiration of such Master Lease. Upon any such election to terminate, Tenant will continue to pay rent and perform its obligations under this Lease with respect to the Property through the effective date of termination and will vacate and surrender the Property on the effective date of termination.

14.13 Estoppel Certificates. Within 10 days after Landlord's written request, Tenant shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

14.14 Financial Condition. Tenant will promptly notify Landlord in writing of (i) any material adverse change in the liquidity or financial condition of Tenant or any of its partners (if applicable) or any guarantor(s) of this Lease, or (ii) any suit, governmental action, claim or other proceeding pending or threatened in writing which may have a material adverse effect on or involving the Tenant or any guarantor(s) or their respective business operation, condition (financial or otherwise) or prospects. Tenant, any of its partners and any guarantor(s) (as applicable) will promptly provide to Landlord on request such credit reports, current financial statements, balance sheets and other documents and information pertaining to the financial condition and obligations of Tenant, any of its partners or any guarantor(s), in reasonable detail, and, where applicable, certified by such party or parties and (where applicable and as required by Landlord) prepared by qualified accountant, as Landlord may require from time to time.

14.15 Notices. Any consent, approval, notice or demand (individually, and collectively, a "**Notice**" or "**Notices**") which may or are required or permitted to be given by either party to the other hereunder shall be in writing. All Notices shall be sent by United States Mail, certified or registered mail, return receipt requested, or by recognized overnight courier service (such as Federal Express), or by facsimile or other telecommunication device capable of transmitting and creating a written record, or personally. Notices are effective on receipt. Each party shall give notice to the other or its address for Notices by written Notice to the other. Unless a party designates another address for Notice (by Notice given pursuant to this paragraph), Notices shall be sent to the following addresses:

If mailed to Landlord, then to:

Fred Meyer Stores, Inc.
PO Box 42121
Portland, OR 97242-0121
Property Management Department
Telephone No.: (503) 797-3121
Facsimile No.: (503) 797-3345

With a copy to:

Fred Meyer Stores, Inc.
PO Box 42121
Portland, OR 97242-0121
Corporate Legal Department
Telephone No.: (503) 797-5611
Facsimile No.: (503) 797-5623

If To Tenant, then to:

Benton County Auditor's Office
620 Market Street
PO Box 470
Prosser, WA 99350
Telephone No.: (509) 786-5614, ext. 5491
Fax No.: (509) 786-5528

If by Overnight Courier to Landlord, then to:

Fred Meyer Stores, Inc.
3800 SE 22nd Avenue
Portland, OR 97202
Property Management Department
Telephone No.: (503) 797-3121
Facsimile No.: (503) 797-3545

With a copy to:

Fred Meyer Stores, Inc.
3800 SE 22nd Avenue
Portland, OR 97202
Corporate Legal Department
Telephone No.: (503) 797-5611
Facsimile No.: (503) 797-5623

For the purpose of this Lease, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the Notice to the address specified pursuant to this paragraph as shown on the return receipt or by the records of the courier, (ii) the date of actual receipt of the Notice by the office of the person or entity specified pursuant to this paragraph, or (iii) in the case of refusal to accept delivery or inability to deliver the Notice, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt by the sending party of notice that the Notice has been refused or cannot be delivered. With respect to any notice sent by facsimile or other telecommunication device, the term "**receipt**" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission.

14.16 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, upon appeal and on any petition for review, in addition to all other sums provided by law.

14.17 Relationship of Parties. The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer or joint employer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise. Landlord is making no representations regarding any other business in the Development, whether operated by Landlord or any third party, and shall have no liability to Tenant if any such business either fails to commence operations or hereafter ceases operations.

14.18 Nonoccupancy and Concession Recapture. Landlord has provided certain concessions and agreed to incur certain expenses (including, without limitation, any initial "free rent" period, broker's commissions and certain tenant improvement and other work), in reliance upon Tenant's warranty that Tenant shall faithfully and fully perform in a timely manner all terms and conditions of this Lease. Accordingly, if Tenant fails to occupy the Property or subsequently defaults in performance of its obligations hereunder during

the first 24 months of the Lease term, the concessions and such expenses will be immediately due and payable to Landlord as additional rent and will be paid to Landlord on demand. This paragraph will not apply after the first 24 months of the Lease term if Tenant continues to occupy and is not in default through the first 24 months of the Lease term.

14.19 Applicable Law. This Lease will be governed and construed in accordance with the laws of the State in which the Development is situated.

14.20 Prior Agreements. The parties have attached various exhibits to this Lease containing additional terms, which are incorporated in this Lease by this reference as though fully set forth in this Lease. This Lease is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives (including, without limitation, any letter of intent) with respect to such matters.

14.21 Validity of Provisions. If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

14.22 Cross-Default. In the event Landlord is or becomes the landlord/lessor under any other location(s) or property of which Tenant is or becomes the tenant/lessee, a default under this Lease or under the lease(s) covering such other location(s) or property shall constitute, at the option of Landlord, a default under this Lease and all such lease(s).

14.23 Joint and Several Liability. In the event Tenant now or subsequently consists of more than one person, firm or corporation, then all such persons, firms or corporations shall be jointly and severally liable as Tenant under this Lease.

14.24 Counterparts. This Lease may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which (when so executed and delivered) shall be deemed to be an original, and all of which (when taken together) shall constitute one and the same instrument.

14.25 No Offer or Option; No Recordation. The submission of this Lease for examination by Tenant does not constitute an offer or an option to lease the Property, nor is it intended as a reservation of the Property for the benefit of Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully executed by both Tenant and Landlord. This Lease will NOT be recorded.

Neither the delivery of this Lease to Tenant for execution nor the delivery of any signed Lease to Landlord will create a binding contractual obligation, or a lease contract by estoppel or otherwise, between the parties. This Lease must be signed and delivered to Landlord at its address stated above not later than 5 p.m. (Pacific Time) on April 17, 2009, and Landlord will have 10 days after receipt of the signed Lease to accept and execute this Lease, and if not so signed and executed within such time periods, this Lease will be null and void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

FRED MEYER STORES, INC.

TENANT:

BENTON COUNTY ~~AUDITOR'S OFFICE~~

By: _____
Beverly Stautz
Vice President
Property Management Department

Dated: _____

By: _____

Title: Chairman of the Board

Dated: _____

Phone: 509-786-5600

Facsimile (if any): 509-786-5625

Social Security Number or
Federal Taxpayer Identification
Number: 91-6001296

Name, address and telephone number at which
a representative of Tenant can be contacted
outside of business hours:

Name: Bobbie Gagner

Address: 5702 W. 10th Ave.

City/State: Kennewick, WA

Zip: 99336

Phone: 509-735-9441

Facsimile (if any): N/A

EXHIBIT A

ADDITIONAL PROVISIONS

1. Security Deposit.

Tenant has paid a security deposit to Landlord in the amount of \$1,298.00. This includes an upgrade of \$89.00 due on execution of this Lease and \$1,209.00 which has been transferred from the prior Lease. The deposit shall be held by Landlord to secure all payments and performances due from Tenant under this Lease. Landlord may commingle the deposit with its funds and will owe no interest on the deposit. Landlord may apply the deposit to the cost of performing any obligation which Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the deposit is applied by Landlord, Tenant shall pay the sum necessary to replenish the deposit to its original amount upon Landlord's demand. To the extent not applied by Landlord, the deposit shall be refunded to Tenant within 30 days after expiration of the lease term.

EXHIBIT B
BASIC
RULES AND REGULATIONS

At all times during the lease term, Tenant will comply with the following rules and regulations at its sole cost and expense:

1. **Condition of Property.** Tenant will maintain the Property in clean, neat, sanitary and orderly condition.
2. **Merchandise Display Windows.** Tenant will keep all merchandise display windows in the Property suitably lighted during such hours as Landlord may reasonably require, including periods in addition to the business hours of Tenant.
3. **Waste, Odor, Moisture, Other Conditions.** Tenant will refrain from burning any incense or waste materials of any kind or otherwise creating noxious odors. All odor and moisture producing areas must be adequately exhausted, so that odors and moisture do not travel beyond the Property. Exhaust and make-up air systems will be subject to Landlord's inspection. Tenant will be responsible for the utilities and other costs of all exhaust, air, and special cooling and heating systems (such as refrigeration, walk-in coolers, make-up air, and other equipment serving Tenant's special needs).
4. **Hair and Grease Interceptors; Avoidance of Clogging.** Tenant will install, monitor and properly maintain individual hair interceptors at all sinks, basins and sanitary vents which may in any way receive hair. Tenant will maintain adequately-sized grease interceptors on all sinks, dishwashers, drains or plumbing units. Tenant will be responsible for disposing of all waste products and other matter so as to avoid any clogging or interference with Building utility systems.
5. **Trash and Garbage.** Tenant will store all trash and garbage within the Property in containers acceptable to Landlord so located as not to be visible to customers and business invitees in the Building and to avoid any health or fire hazard, and arrange for their prompt and regular removal during hours to be specified by Landlord.
6. **No Overloads.** Tenant will refrain from doing anything on or about the Property that will cause an overload. If Landlord believes there is an overload, Landlord may select a qualified electrician whose opinion will control regarding any overload of electrical circuits or a qualified engineer or architect whose opinion will control regarding floor overloads or other stresses. Tenant will promptly comply with any actions recommended by the electrician, engineer or architect.
7. **Window Coverings.** Tenant shall obtain Landlord's prior written consent before installing any curtains, draperies, blinds, shutters, shades, screens or other covering, hangings or decorations in connection with any window on the Property. All window coverings shall be installed on the interior side of the window. Tenant shall keep window coverings closed when the effect of sunlight would impose unnecessary loads on the Building's heating, ventilation and air-conditioning ("HVAC") systems.
8. **Signs and Other Matters.** Tenant shall not place any sign, awning, canopy, marquee, advertising matter, decoration, lettering or other thing of any kind on any window or exterior door or wall, without the prior written consent of Landlord. Landlord reserves the exclusive right to use the roof and the exterior walls of the Building for any purpose. Satellite dishes are prohibited on the roof.
9. **Advertising Materials.** Tenant shall have the right, at its expense, to maintain advertising matter appropriate to the conduct of Tenant's business within the boundaries of the Property. However, Tenant shall immediately remove any sign, advertisement, decoration, lettering or notice placed on the Property which Landlord deems objectionable or offensive, and if Tenant fails or refuses to do so, Landlord will enter the Property and remove the same at Tenant's expense. In this connection, Tenant acknowledges that the Property is a part of the Building and Development, and maintenance of uniformity, propriety and the aesthetic values are essential to the successful operation of both Landlord's and Tenant's businesses.
10. **Promotional Media.** Tenant shall not use any advertising or promotional medium which can be heard or experienced outside the Property, including (without limitation) flashing lights, loudspeakers, phonographs,

radios and/or televisions. No leaflets, handbills or other advertising material will be placed on cars in the parking area or distributed outside the Property.

11. **Coin Operated Machines.** No coin or token operating vendor machine or similar device for the sale of any goods, wares, merchandise, food, beverage or services, including (without limitation) pay telephones, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, will be permitted on the Property, without the specific written approval of Landlord.
12. **No Trading Stamps.** Tenant will not give or offer any type of "trading stamps" (as they are known to the trade) with sales from the Property. Tenant may use such other promotional methods as are customary or appropriate for Tenant's business, which may include premiums, combination sales, and the like.
13. **No Auction Sales.** Without the written consent of Landlord, Tenant shall not permit any sale by auction to be conducted on or about the Property, whether voluntary, involuntary or pursuant to any assignment for the benefit of creditors, or pursuant to any bankruptcy or other insolvency proceeding. No fire, bankruptcy, lost lease and/or going-out-of-business sale shall be conducted.
14. **No Property Entrusted to Employees.** Any Building employee to whom property is entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent. Landlord shall not be liable for any damage to any property entrusted by employees of the Building, or for the loss of or damage to any property of Tenant by theft or otherwise.
15. **No Sale Activity Outside of the Property.** Tenant will refrain from keeping, displaying, advertising, or selling any merchandise outside the boundaries of the Property, or on any portion of any sidewalks, walkways or other portion of the Building and adjacent property, except as specifically approved in writing by Landlord.
16. **Delivery of Shipments.** Tenant will cause all deliveries and shipments to be loaded or unloaded during hours which may be designated for deliveries and shipments each day. Landlord may designate particular entrances which must be used for all deliveries and shipments and movement of property.
17. **Smoking and Beverage Consumption by Employees.** Tenant will not permit its employees to smoke or consume beverages within the area visible to customers and business invitees while the employees are working at the Property.
18. **Parking and Other Areas in the Development.** The customer parking areas serving the Building shall be used only for the parking of vehicles of Tenant's customers while shopping in the Development and vehicles delivering or receiving merchandise or property, and for parking or use by Landlord, other tenants and users permitted by Landlord. Tenant and its agents, independent contractors, employees, customers, suppliers and invitees will use all access and employee parking or other areas designated for non-customer use (if any), and any common areas in strict compliance with Landlord's requirements for such areas. From time to time, Landlord may modify its requirements or the rights of tenants and the public to use any access, parking and common areas. Landlord retains the right to alter, rearrange, remodel or build on any part of such areas. Landlord shall have the right and authority to grant such licenses and easements on, across or under the Development and the Property as may be necessary or convenient for the development of the Development, without the necessity of obtaining further consent or joinder in the instrument by Tenant. Any such easement or license (and any work required in connection with the easement) will be designed to avoid interference with Tenant's business operation on the Property. Tenant will join in the instrument, if required by Landlord or any third party.

EXHIBIT C

LANDLORD'S AND TENANT'S WORK
[Lease Renewal]

It is expressly understood that the terms of this Lease cover Property previously under lease to Tenant, and Tenant accepts the Property in its present condition, AS IS. There is no work required to be performed by Landlord in connection with this Lease. Any remodeling or other work to be performed by Tenant will be subject to the restrictions and requirements concerning alterations stated in the Lease.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 13, 2009

Mr. Gary Schaefer

RE: 506 PRSE

Dear Mr. Schaefer:

We have reviewed your request regarding the construction of 506 PRSE and the private bridge crossing the Kennewick Irrigation District Canal. Our Public Works Department inspected both the road and the bridge. The following is their report to us:

The road leading to the bridge is a gravel road of varying width from 15 to 20 feet wide. The bridge is a concrete slab 30 feet wide over steel girders. There is no guardrail on the bridge. The road South of the bridge climbs to the crest of the hills on a steep grade.

Before the County would take the road and bridge over for maintenance, they must be brought up to at least our minimum standards. The road itself must have a paved width of 24 feet with 2 foot gravel shoulders on each side. A minimum of 6 inches of top course is required under the asphalt. If the road is to be an all weather road, it must be a minimum of 12 inches. The grade on the road on the South side of the bridge exceeds our maximum grade for a County road. A guardrail would be required on the east side of the road, the entire length of the grade. The grade would either need to be reduced, resulting in a longer road or a variance granted. Being as this is on a north slope, the variance would probably not be granted.

The bridge should be a minimum of 32 feet wide with guardrail on both sides. Due to no wingwalls, material is sloughing away from the back of the piers. Wingwalls will need to be constructed.

Right of way for the road is required to be 60 feet and would need to be granted to the County. In addition, an easement over the canal would need to be obtained and granted to the County.

Benton County does not construct roads for subdivisional purposes. If the property owner/developer desires to have the County accept maintenance of the road and bridge, the responsibility of surveying, preparation of plans, construction, obtaining right of way should be the responsibility of the property owner/developer. The method of financing the project could be either by the adjoining landowners pooling resources and money or an individual landowner could undertake and finance the entire project.

This office would not recommend taking over 506 PRSE and the bridge until the landowners bring the road and bridge up to at least minimum County standards.

Based upon the Public Works Department report, Benton County is unable to take over the maintenance of 506 PRSE until such time as it is brought up to County standards. Should you wish to pursue the construction and eventual acceptance of the road and bridge by the County for maintenance, please contact our Public Works office. They will provide you with a list of requirements for acceptance and should you decide to move forward, we will work with you on the project.

Sincerely,

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

cc: Commissioners
Benton County Public Works

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 13, 2009

Mr. Stacy McCorkle

RE: 506 PRSE

Dear Mr. McCorkle:

We have reviewed your request regarding the construction of 506 PRSE and the private bridge crossing the Kennewick Irrigation District Canal. Our Public Works Department inspected both the road and the bridge. The following is their report to us:

The road leading to the bridge is a gravel road of varying width from 15 to 20 feet wide. The bridge is a concrete slab 30 feet wide over steel girders. There is no guardrail on the bridge. The road South of the bridge climbs to the crest of the hills on a steep grade.

Before the County would take the road and bridge over for maintenance, they must be brought up to at least our minimum standards. The road itself must have a paved width of 24 feet with 2 foot gravel shoulders on each side. A minimum of 6 inches of top course is required under the asphalt. If the road is to be an all weather road, it must be a minimum of 12 inches. The grade on the road on the South side of the bridge exceeds our maximum grade for a County road. A guardrail would be required on the east side of the road, the entire length of the grade. The grade would either need to be reduced, resulting in a longer road or a variance granted. Being as this is on a north slope, the variance would probably not be granted.

The bridge should be a minimum of 32 feet wide with guardrail on both sides. Due to no wingwalls, material is sloughing away from the back of the piers. Wingwalls will need to be constructed.

Right of way for the road is required to be 60 feet and would need to be granted to the County. In addition, an easement over the canal would need to be obtained and granted to the County.

Benton County does not construct roads for subdivisional purposes. If the property owner/developer desires to have the County accept maintenance of the road and bridge, the responsibility of surveying, preparation of plans, construction, obtaining right of way should be the responsibility of the property owner/developer. The method of financing the project could be either by the adjoining landowners pooling resources and money or an individual landowner could undertake and finance the entire project.

This office would not recommend taking over 506 PRSE and the bridge until the landowners bring the road and bridge up to at least minimum County standards.

Based upon the Public Works Department report, Benton County is unable to take over the maintenance of 506 PRSE until such time as it is brought up to County standards. Should you wish to pursue the construction and eventual acceptance of the road and bridge by the County for maintenance, please contact our Public Works office. They will provide you with a list of requirements for acceptance and should you decide to move forward, we will work with you on the project.

Sincerely,

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

cc: Commissioners
Benton County Public Works

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 13, 2009

Mr. Ray Morfeld

RE: 506 PRSE

Dear Mr. Morfeld:

We have reviewed your request regarding the construction of 506 PRSE and the private bridge crossing the Kennewick Irrigation District Canal. Our Public Works Department inspected both the road and the bridge. The following is their report to us:

The road leading to the bridge is a gravel road of varying width from 15 to 20 feet wide. The bridge is a concrete slab 30 feet wide over steel girders. There is no guardrail on the bridge. The road South of the bridge climbs to the crest of the hills on a steep grade.

Before the County would take the road and bridge over for maintenance, they must be brought up to at least our minimum standards. The road itself must have a paved width of 24 feet with 2 foot gravel shoulders on each side. A minimum of 6 inches of top course is required under the asphalt. If the road is to be an all weather road, it must be a minimum of 12 inches. The grade on the road on the South side of the bridge exceeds our maximum grade for a County road. A guardrail would be required on the east side of the road, the entire length of the grade. The grade would either need to be reduced, resulting in a longer road or a variance granted. Being as this is on a north slope, the variance would probably not be granted.

The bridge should be a minimum of 32 feet wide with guardrail on both sides. Due to no wingwalls, material is sloughing away from the back of the piers. Wingwalls will need to be constructed.

Right of way for the road is required to be 60 feet and would need to be granted to the County. In addition, an easement over the canal would need to be obtained and granted to the County.

Benton County does not construct roads for subdivisional purposes. If the property owner/developer desires to have the County accept maintenance of the road and bridge, the responsibility of surveying, preparation of plans, construction, obtaining right of way should be the responsibility of the property owner/developer. The method of financing the project could be either by the adjoining landowners pooling resources and money or an individual landowner could undertake and finance the entire project.

This office would not recommend taking over 506 PRSE and the bridge until the landowners bring the road and bridge up to at least minimum County standards.

Based upon the Public Works Department report, Benton County is unable to take over the maintenance of 506 PRSE until such time as it is brought up to County standards. Should you wish to pursue the construction and eventual acceptance of the road and bridge by the County for maintenance, please contact our Public Works office. They will provide you with a list of requirements for acceptance and should you decide to move forward, we will work with you on the project.

Sincerely,

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

cc: Commissioners
Benton County Public Works

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator 

Loretta Smith Kelty
Deputy County Administrator

April 13, 2009

Mr. Ken Hohenberg, Police Chief
City of Kennewick
P.O. Box 6108
Kennewick, WA 99336

Dear Chief Hohenberg:

The Board of Benton County Commissioners would like to congratulate you on your much-deserved award of "Tri-Citizen of the Year".

Your dedication and hard work for the Tri-Cities community and Benton County is appreciated and the Board thanks you for your extensive community service.

Again, thank you and congratulations on your award.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Max Benitz, Jr.
Chairman

Leo Bowman
Chairman Pro Tem

James Beaver
Member

f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITH IN PROBATION ASSESSMENT FUND NUMBER 0131-101, DEPARTMENT NUMBER 000.

BE IT RESOLVED, that the Board of Benton County is hereby authorized to sign, on behalf of Benton County.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court Probation

Dept Nbr: 000

Fund Name: Probation Assessment

Fund Nbr: 0131-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.410	3101	supplies	\$8,266	594.120	6401	Capital expenses	\$8,266
TOTAL			\$8,266	TOTAL			\$8,266

Explanation:

This was office furniture, needs to be paid out of capital expenses

Prepared by: Jacki Lahtinen

Date: 06-Apr-2009

Approved

Denied

Date: _____

Chairman

Member

Member

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH CRAFTSMAN CABINETS & FLOOR COVERING FOR THE REMOVAL AND INSTALLATION OF CARPET LOCATED AT THE BENTON COUNTY COURTHOUSE AND BENTON COUNTY PLANNING ANNEX, PROSSER, WA

WHEREAS, the replacement of the carpet on the stairways and hallways of the Benton County Courthouse and the replacement of carpet throughout the Planning Annex is necessary; and

WHEREAS, Benton County Facilities Manager solicited quotes from contractors listed on the Benton County Small Works Roster and received the following proposals:

Craftsman Cabinets & Floor Covering, Richland, WA Contractors License No. - CRAFTCF055JL	<u>Courthouse</u> \$10,003.67 w/tax	<u>Planning Annex</u> \$12,251.98 w/tax
Quality Floors, Algona, WA Contractors License No. - QUALIFL922CK	\$ 9,689.73 w/tax	\$16,640.81 w/tax
Zion Carpet Inc., Pasco, WA Contractors License No. - ZIONCI*99NO	\$13,75302 w/tax	\$15,806.39 w/tax

WHEREAS, the Facilities Manager reviewed the proposal and recommends the award to Craftsman Cabinet & Floor Covering, Richland, WA as the over all lowest responsive bidder for a total contract amount of \$22,255.65 including W.S.S.T; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that Benton County Commissioners hereby concurs with the recommendation and award to Craftsman Cabinets & Floor Covering for the removal and installation of carpet located at the Benton County Courthouse and the Benton County Planning Annex for a contract amount not to exceed \$22,255.65, including WSST; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman of the Board to sign the attached service agreement.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Attest: _____
Clerk of the board

Member

Constituting the Board of County
Commissioners of Benton County, Washington

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and CRAFTSMAN CABINETS & FLOOR COVERING a corporation authorized to do business in the State of Washington with its principal offices at 122 Wellsian Way, Richland WA 99352 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit A - Contractor's Estimate #1574 dated 1/22/09
- b. Exhibit B - Contractor's Estimate #1576 dated 1/22/09
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The Contractor shall commence work upon execution of this contract by both parties and work shall be completed within 30 days of the last signature date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide all necessary equipment, materials and supplies for the removal and disposal of existing carpet and base and then furnish and install new carpet and base on three (4) flights of stairs and hallways located at the Benton County Courthouse, Prosser, WA and all in accordance with Exhibit A attached hereto.
- b. The CONTRACTOR agrees to provide all necessary equipment, materials and supplies for the removal and disposal of existing carpet and base and then furnish and install carpet and base throughout Benton County Planning Department, Prosser, WA and all in accordance with Exhibit B attached hereto.

- c. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:
Mr. Shawn Longwell
Craftman Cabinets & Floor Covering
122 Wellsian Way
Richland, WA 99352
Phone 509-943-0637
Fax 509-946-5405
- b. For COUNTY:
Loretta Smith Kelty, Deputy County Administrator
Benton County
PO Box 190
Prosser, WA 99350
Phone 509-786-5600
Fax 509-786-5625

5. COMPENSATION

The CONTRACTOR shall be paid for said services in accordance with the proposal provided in Exhibit A and Exhibit B attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is not to exceed twenty-two thousand two hundred fifty-five dollars and sixty-five cents (\$22,255.65) including

Washington State Sales Tax. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount.

Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the COUNTY during the billing period. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.

7. 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 or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not

proceed until the Contract Amendment is duly executed by the COUNTY.

8. 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, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- 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.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall further procure and maintain employer's liability that provides coverage up to one million dollars (\$1,000,000) covering employee injuries or disease. CONTRACTOR shall also procure employer's liability providing coverage up to \$1 million for injuries or disease to its employees.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.

d. Other Insurance Provisions:

- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insured, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage

required of CONTRACTOR may not be written as a "claims made" policy.

- 9) Verification of Coverage and Acceptability of Insurers:
All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Benton County
PO Box 190
Prosser, WA 99350

- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

11. 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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

13. 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, or the presence of any disability.

14. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party 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, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this 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 written consent of the COUNTY.

16. ENTIRE AGREEMENT

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

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 addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective 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. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified

to conform to such statutory provision.

19. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

20. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to withhold such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled records purge.

21. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions; insurance provisions; performance bond requirements; compliance with prevailing wage laws; non-discrimination; litigation hold notice; and Public Records Act.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

The parties specifically certify that the provisions contained within paragraph 8(b) are mutually negotiated.

BENTON COUNTY

CRAFTSMAN & CABINETS FLOOR COVERING

Max E. Benitz, Chairman

Shawn Longwell

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney



Exhibit A

002/004

Estimate

Date	Estimate #
1/22/2009	1574

Cabinets & Floor Covering
 122 Wellsian Way Phone # 509 943-0637
 Richland, WA 99352 Fax # 509 946-5405
 CRAFTCF055JL

Ship To
Prosser Courthouse 620 Market Street Prosser, WA 99352

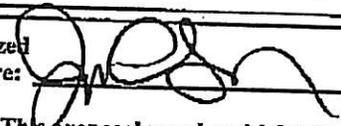
Customer Address
City of Prosser P.O. Box 271 Prosser, WA 99350

Rep	Project

Qty	Description	Unit Price	Total
	Supply & Install Carpet on 2 flights of stairs and hallways Carpet: Dividend 26OZ; Color: TBD Base: 4" Johnsonite Rubber Base; Color: TBD Price includes removal and disposal of existing gluedown carpet and base. 10 Year Warranty	9,237.00	9,237.00T

Public Works Project - Davis-Bacon Applies CARP0001-008 - Floor Layer	Subtotal	\$9,237.00
WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications. Payable as follows: 50% DOWN / BALANCE DUE ON COMPLETION	Sales Tax (8.3%)	\$766.67
	Total	\$10,003.67

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: 

NOTE: This proposal may be withdrawn by us if not accepted within ___ days.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____

Date: _____





Exhibit B

Estimate

Date	Estimate #
1/22/2009	1576

Gabinets & Floor Covering
 122 Wellsian Way Phone # 509 943-0637
 Richland, WA 99352 Fax # 509 946-5405
 CRAFTCF055JL

Ship To
Planning Annex 1002 Dudley Ave Prosser, WA 99350

Customer Address
City of Prosser P.O. Box 271 Prosser, WA 99350

Rep	Project

Qty	Description	Unit Price	Total
	Supply & Install Carpet Throughout Carpet: Dividend 26OZ; Color: TBD Base: 4" Johnsonite Rubber Base; Color: TBD Price includes removal and disposal of existing gluedown carpet and base. 10 Year Warranty	11,313.00	11,313.00T

Public Works Project - Davis-Bacon Applies CARP0001-008 - Floor Layer	Subtotal	\$11,313.00
WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications. Payable as follows: 50% DOWN / BALANCE DUE ON COMPLETION	Sales Tax (8.3%)	\$938.98
	Total	\$12,251.98

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____

Date: _____

Product Catalog Specifications

[\[Print \]](#) [\[Close \]](#)

Product Specifications		Number	Colors
Style Name	DIVIDEND 26		Name
Style Number	J0078	80500	ANNUITY
Product Type	CARPET	80302	BONDS
Description	LEVEL LOOP	80102	CAPITAL
Size	12.00 X 150.00	80600	CHECKING
Fiber / Brand	100% Solution Q Solution Dyed Nylon/QUEEN/CUMBERLAND COM	80101	CREDIT LINE
Pattern Repeat	NONE	80501	DEPOSIT
Face Weight	026.0	80800	FIXED RATE
Thickness	0.128	80700	HIGH INTEREST
Total Weight	059.1	80701	INSURE
Weight Density	190138	80103	LOAN OFFICER
Density	0007313	80401	OPTIONS
Ply Twist		80300	PERCENTAGE
Durability Rating		80400	QUARTERLY
Gauge	1/8	80703	SAVINGS
FHA/MEA	77309	80301	SHARE HOLDER
Stitches (Contract Only)	08.83	80702	WITHDRAWAL
Primary Backing (Contract Only)	POLYPROPYLENE		
Secondary Backing (Contract Only)	POLYPROPYLENE		
Special Features			
Product Data - Flammability			
Pill Test	PASS		
Radiant Panel	1		
ASTM e-648			
NBS Smoke Density			
Flamming Mode	157		
Non Flamming Mode	301		
Static			
Static	0		
Type Static Control	PERMANENT CONDUCTIVE FIBER		
Electric Resistance (NFPA99)			
Burroughs Method	N/A		
IBM Method	N/A		
FHA Data (UM44D)			
Type	I&II1		
Class	1		
Warranties			
10 YEAR QUALITY ASSURANCE			
10 YEAR COMMERCIAL STAIN WARRANTY			

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

REC 1

VENDOR #: 468770

FUND: HUMAN SERVICES #0108-101

NAME: Carrie Aue-Pascua

MONTH: Feb. 2009

ADDRESS:

IRS PUB 1542
Under www.IRS.GOV/SeeItYourself

APR 02 2009

BENTON COUNTY
TRAVELERS

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

DATE	MEALS			TOTALS	RECEIPTS REQUIRED			TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED	
	BREAKFAST	LUNCH	DINNER		TRANSPORT (AIR/TAI)	CAR/RENTAL	PARKING		REGISTRATION FEES/OTHER	PURPOSE
2/3								4	GOBH Committee Mtg	Kenn
2/5								6	Lathuan Com. Services Mtg	Kenn
2/5								14	DD Parent Group	Richland
2/6								458	MHD Committee Mtg	Seatac
2/13								4	GOBH Board Mtg	Kenn
2/24								5	Models for Change - MH Mtg	Kenn
<p>Miles: 491 @ .55/mile (effective 1/1/09)</p>										

SUBTOTALS: \$ Meals \$ Lodging \$ Transport \$ Rental \$ Other \$
 TOTAL REIMBURSEMENT REQUEST: \$ 270.05

CERTIFICATION
 I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: *Carrie Aue-Pascua*
 Job Title: *Human Services Director*
 Approval: _____ Date: _____

DEPT	BASE	SUB	OBJECT	AMOUNT
560	560.110	4301		270.05

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

RECEIVED

VENDOR #: 468770

FUND: HUMAN SERVICES #0108-101

IRS PUB 1542 APR 02 2009
Under www.IRS.GOV/Search for 1542 on COUNTY COMMISSIONERS

NAME: Carrie Ayle Pasena

MONTH: March 2009

ADDRESS:

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

DATE	MEALS			TOTALS	LODGING	RECEIPTS REQUIRED			TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED	
	BREAKFAST	LUNCH	DINNER			TRANSPORT (AIR/TAXI)	CARRENTAL/PARKING	REGISTRATION FEES/OTHER		PURPOSE	LOCATION
3/3									4	GCBH Committee Mtg.	Kenn
3/10									21	Franklin Co. Commissioners	Pa.sco
3/5									4	GCBH Board Mtg.	Kenn
3/11									21	Land. of Care Info	Pa.sco
3/13					10.-				20	MHD Committee Mtg.	Pa.sco Airport
3/12									6	Data Verification Mtg.	Kenn.
3/19									20	Mtg. w/ Mtg. Provided	Pa.sco
3/26									16	Just. Justice Advisory Bd.	Pa.sco

Miles: 112 @ .55/mile (effective 1/1/09)

Meals: \$ 10.00

Lodging: \$ 0.00

Transport: \$ 0.00

Rental: \$ 0.00

Other: \$ 0.00

SUBTOTALS: \$ 61.60

TOTAL REIMBURSEMENT REQUEST: \$ 71.60

CERTIFICATION
I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: Carrie Ayle Pasena
Job Title: Human Services Director
Approval: _____ Date: _____

BUDGET CODING		
DEPT	BASE SUB	OBJECT
560	560.110	4301
		71.60

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: HESS ROAD BRIDGE GUARDRAIL ET AL - CE 1903 CRP

WHEREAS, by resolution dated March 30, 2009, award was made to Dirt & Aggregate Interchange, Inc., Fairview, Oregon for HESS ROAD BRIDGE GUARDRAIL ET AL - CE 1903 CRP; and

WHEREAS, the contract in the amount of \$111,555.00 has been executed by Dirt & Aggregate Interchange, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract on behalf of Benton County.

Dated this 13th day of April, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

RBD:LJM:dlh

RESOLUTION

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT 2009-CE 1908 PRES

WHEREAS, by resolution dated March 30, 2009, award was made to Granite Northwest, Inc., Yakima, Washington for Bituminous Surface Treatment 2009 - CE 1908 PRES; and

WHEREAS, the contract in the amount of \$1,878,249.90 has been executed by Granite Northwest, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract on behalf of Benton County.

Dated this 13th day of April, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

RBD:LJM:dlh

K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES OF PUBLIC SAFETY COMMUNICATION EQUIPMENT OFF THE WASHINGTON STATE CONTRACT NO. 02702 FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND 0000101, DEPARTMENTS 120, 121, AND 125

WHEREAS, Washington State Contract No. 02702 allows Motorola to sell public safety communication equipment to all governmental agencies; and

WHEREAS, the Benton County Sheriff's Office would like to purchase public safety communication equipment (ie. Motorola Radios) off the Washington State Contract No. 02702 through October 29, 2009; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby approves purchases of public safety communication equipment off the Washington State Contract No. 02702 from Motorola through October 29, 2009; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for public safety communication equipment off the Washington State Contract No. 02702 attached hereto; and

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

Western States Contracting Alliance

Current Contract Information



PHASE I - SOLE SOURCE/INSTALLED BASE AWARD Phase I Awards
PHASE II - COMPETITIVELY BID EQUIPMENT

Effective Date: March 9, 2009

Contract number: 02702 Commodity code: 5820
(replaces 03599, 08497, 02899)

Contract title: **WSCA Public Safety Communication Equipment**

Purpose: **Update contractor information for JPS/Raytheon. Contract extended until October 29, 2009 with all vendors except Radian/Rohn. No sales of Radian/Rohn products are authorized after 12/29/08.** Smartlink Networks products transferred to CalAmp Corporation.

Original award date: October 30, 2003

Current extension period: October 30, 2008 through: October 29, 2009

Contract term: Not to exceed 10 years

Contract type: This contract is designated as convenience use.

Scope of contract This contract is awarded to multiple contractor(s).

Notice to Washington State Agencies subject to the policies of the Washington State Information Services Board under Chapter 43.105 RCW, your purchase may require prior approval from the Department of Information Services (DIS) and the Information Services Board (ISB).

Primary user agency(ies): Western States Contracting Alliance State and local agencies.

For use by: General use: All State Agencies, Political Subdivisions of: Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Mississippi, Montana, New Jersey Transit Corp., New Hampshire, Nevada, Oregon, Oklahoma, Rhode Island, South Dakota, Utah and Washington,

Washington State Department of General Administration
Office of State Procurement, PO Box 41017, Olympia, WA 98504-1017
To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.

Wisconsin, Wyoming and Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges). Various use: All governmental agencies

Term worth:	\$500,000,000			
Current participation:	\$0.00 MBE	\$0.00 WBE	\$500,000,000.00	\$0.00 EXEMPT
Current Participation:	MBE 0%	WBE 0%	OTHER 0%	EXEMPT 0%
Recovered material:	Contract vendors are providing sub-contractors who are qualified WBE's. Contact contractor's for returning recoverable materials at the end of the equipment life cycle.			

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

Contract Consultant:	<u>Keith Armstrong</u>	Office Assistant:	Christine Schoepfer
Phone Number:	(360) 902-7420	Phone Number:	(360) 902-7192
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	<u>karmstr@ga.wa.gov</u>	Email:	<u>schoep@ga.wa.gov</u>

Kenneth A. Woodfork,
Procurement Unit Manager

Christine Warnock,
Purchasing Agent

Visit our Internet site: <http://www.ga.wa.gov/purchase>

WESTERN STATES CONTRACTING ALLIANCE CONTRACT: 02702 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT AND SERVICE CONTRACT.

SCOPE OF THE CONTRACT

The purpose of this convenience, multi-state, contract is for the purchase of Public Safety Communication Equipment, and programs, as they are needed. The WSCA directors may authorize state and local governmental entities throughout the nation (NASPO) the use of this contract subject to approval of the local state purchasing director and local statutory provisions. The selected contractors shall accept purchase orders from and deliver products to approved purchasing entities. Contractors are required to offer warranty and maintenance services on products purchased under these agreements. Only Manufacturers submit proposals for products and/or services that they themselves produce in Phase I and/or Phase II. Phase I and Phase II are as follows:

Phase I is a sole source and/or installed base contract.

Phase II is competitively bid contract.

“WSCA” Means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

NONPROFIT CORPORATIONS

An organization meeting all of the following qualifications:

Registration with the Secretary of State in the State of Washington as a Nonprofit Corporation;

Has Federal Tax Status as a 501(C) 3 Nonprofit Corporation;

Is receiving a portion of its funding directly from public agencies, either Federal, State of Washington, or Political Subdivisions of the State of Washington.

POLITICAL SUBDIVISION

Any unit of local government within the states of Washington and/or Oregon that receives state funds; e.g. cities, counties, school districts, special purpose districts, local service districts, is a member of the states' purchasing co-op, and is authorized to purchase from state contracts by inter local agreements. For the state of Oregon, the term “political subdivision” includes nonprofit corporations and Institutions of higher education (e.g. Colleges and Universities, Community and Technical Colleges)

WSCA Background Information: WSCA was formed in October 1993. The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting, to ensure the commitment of each participating state and to provide regular and ongoing assistance to participating states in researching, developing, and administering procurement and contractual specifications and requirements. WSCA maintains a cooperative relationship with the National Association of State Purchasing Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services and to promote interoperability and sharing amongst the WSCA participants.

Products/Services available:	Public Safety Communication Equipment
Related product contracts:	Radio, Gateway devices, Towers, Microwave, Waveguides, Antennas, Power Supplies

NOTES:

I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number #02702. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.

Only authorized purchasers included in the Western States Contracting Alliance (WSCA) there local governments, poly-sub, and non-profits may use the contract.

Contract Terms: This Document includes by reference all terms and conditions published in the original RFP and Specification Documents.

II. The July 1, 2006 edition of the CCI includes a revision to the Motorola contract segment. Effective with publication, the basis for pricing calculations will be the current Motorola list price. The new pricing replaces the old Motorola list price that has been submitted with the original bid. Making this change was not a defacto price increase. A line-by-line review of the two lists indicated that there were no cases of like-for-like price increases. The effect of the change was found to be minimal but would have the benefit of making pricing on new items available. At the same time, Motorola advanced the effective date of its final volume discount. Motorola was scheduled to move from a 2% to a 3% volume discount within a year. The July change makes the additional discount available now. Further, Motorola will reduce its payments to WSCA headquarters from 1.5% to ½ of 1% for all sales outside of WA. Motorola will retain the 1.5% administrative rate for WA sales.

Also with CCI revision was some administrative changes of taking out contract language that no longer applies and was struck through with computer lines. That old language and old outdated products and inapplicable items were deleted.

III. The State of Minnesota has withdrawn from this WSCA contract according to published documents and confirmed reports with Minnesota procurement.

SPECIAL CONDITIONS:

Refer to the original RFP, Amendments and Specifications for all terms, conditions and equipment specifications.

Online reporting report to publish quarterly sales see links below:

or <https://fortress.wa.gov/ga/apps/CSR/login.aspx>

Have your contract administrator use their e-mail address and login password to access the online reporting. If you do not have an email address/password, or if you are having system trouble, please contact Customer Service at (360) 902-7400 or PCAMail@ga.wa.gov.

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Phase II

Phase I Awards

PHASE 1, WAS NOT COMPETITIVELY BID AND CONTRACTS WERE BASED ON SOLE SOURCE, SPECIAL MARKET CONDITIONS:

All purchase entities must check with there laws governing sole source, special market conditions before using the Phase 1 contract. Phase 1 contract was based on special market conditions, an installed base and only vendor able to provide the replacement equipment.

Equipment Category	Status of Award	Date of Award
Category 1, Radios	Awarded	November 25, 2003
Category 1a, 900 MHz Radios	Awarded	August 3, 2007
Category 2, Aviation Radios	Awarded	November 25, 2003
Category 3, Dual Receiver Radio	Re-bid 2004	First Qtr 2004
Category 4, Gateway Devices:	Awarded	November 25, 2003
Category 5, Microwave	Awarded	November 25, 2003
Category 6, Towers	Awarded	November 25, 2003
Category 7 Microwave Antennas, Waveguide & Associated Hardware	Awarded	November 25, 2003
Category 8, Test Equipment	Awarded	November 25, 2003

PHASE I

Contractors: Aeroflex	Page 16
Alcatel	Page 26
Ceragon Networks	Page 46
Daniels Electronics	Page 49
EF Johnson Company	Page 56
Eltek Valere	Page 117
General Dynamics	Page 121
Harris Stratex Networks Operating Corporation	Page 120
Icom America, Inc.	Page 137
Error! Reference source not found. defined.	Page Error! Bookmark not
Kenwood	Page 145
M/A COM	Page 155
Motorola	Page 165
Radian Communication Services, Inc	Page 186
Radio Frequency System	Page 192
RELM Wireless Corporation (King)	Page 213
Sinclair Technologies	Page 214
CalAmp Corporation (formerly SmartLink Radio Networks	Page 218
Tait North America, Inc.	Page 220
Valmont	Page 222

Motorola

Contractor: Motorola

Note: Correspondence must be addressed to Motorola, C/O Sales Contact.

Contact: Luis R. Alba Contract Legal Robert Gonzales
Issues Contact:Phone: **(425) 896-2356** (714) 238-2030**MOBILE: (425) 301-7398**Fax: **FAX: 425.896.2301**Email: luisalba@motorola.com Robert.gonzales@motorola.comInternet address: www.motorola.comWeb catalog address: http://www.motorola.com/governmentandenterprise/northamerica/en-us/solution.aspx?navigationpath=id_804i

Federal ID No.: 36-1115800

Supplier No.: W13573

Total Contract worth: \$500,000,000.00

Payment address: Customers in participating states will be requested to remit their payments to the following address:

Motorola, Inc. 13108 Collections Center Drive, Chicago, IL 60693

Payment address: Motorola, Inc. Order placement Motorola, Inc.
For Montana PO Box 404059 address: 18200 NE Union Hill Rd.
Atlanta, GA 30384-4059 Suite 200
Redmond, WA 98052

Customer Service: VACANT

Telephone: **425.896.2356**

Fax: 425-896-2301

Ordering procedures:

Credit card acceptance: Visa, MasterCard

Minimum orders:

Delivery time: Please refer to individual category for delivery schedule, which varies by product and category bid.

Payment terms: 0% 30 days

Shipping destination: Freight on Board (FOB) destination

Freight: Prepaid and included

Palletization: N/A

Category

Equipment Line items

Motorola

Link to bid Specifications

Link to Price Sheets

Awarded Phase(s) Phase I

Glossary Added to Motorola Phase I Award

This Glossary is incorporated in the WSCA Contract and contains definitions of terms contained therein and will supersede and prevail over any contrary terms or definitions in the contract.

Occurrence. An occurrence, as referenced in Section II, Paragraph 38, Limitation of Liability” means only a single sales transaction, including both a purchase of equipment only and a purchase of a system. It does not mean or refer to a claim by a purchaser, end user, or any other entity.

Total Liability. Contractor’s total liability under the contract shall not exceed the following amounts:

1. FOR SYSTEM PURCHASES. THE GREATER OF \$10,000,000 OR THE CONTRACT PRICE OF THE SYSTEM.

2. . FOR EQUIPMENT ONLY PURCHASES. THE LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT OR ANY ATTACHMENTS, ADDENDUMS, OR EXHIBITS. EXCEPT FOR PERSONAL INJURY OR DEATH, CONTRACTOR’S LIABILITY ARISING FROM THIS CONTRACT WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW; AND LIMITED TO A TOTAL OF \$10,000,000 (TEN MILLION DOLLARS) OF LIABILITY WITHIN EACH PARTICIPATING STATE, OR THE TOTAL MOTOROLA WSCA CONTRACT 02702 YEARLY (JAN. TO DEC.) SALES IN THE YEAR IN WHICH THE LIABILITY OCCURRED, WHICHEVER IS GREATER.
EACH STATE WITH WHOM MOTOROLA HAS SIGNED A PARTICIPATING ADDENDUM IS IDENTIFIED AS A PARTICIPATING STATE.

DIRECT DAMAGES. DIRECT DAMAGES, AS REFERENCED IN SECTION II, PARAGRAPH 38, LIMITATION OF LIABILITY MEANS ACTUAL DIRECT DAMAGES INCURRED AND DOES NOT INCLUDE SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

MotorolaWSCA states. PRICING AND ADJUSTMENTS

less otherwise stipulated, all bids must include unit prices and extensions where applicable and be otherwise in the format requested. This will be the baseline pricing to determine offerors score and baseline price level. The State of Washington and participating WSCA states are also looking for additional volume based pricing for consideration. The volume discount program offered will be evaluated using price breaks identified in the Price Sheets per category. If no price break are given by a Proposer(s), then the highest discount rate offer by the Proposer(s), will be used to compare that proposal with Proposer's that offer a volume discount program.

All bid pricing is to be FOB Destination, freight prepaid and included, for any destination within the State of Washington and participating WSCA states, unless stipulated differently in the Communication Equipment Category specification and price sheet section.

Pricing shall remain firm and fixed for the initial 12-months of the contract, unless defined and approved in a Participating Addendum

Adjustments in pricing will be considered after firm fixed price period on a pass through basis only. A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index. Acceptance will be at the discretion of the State Procurement Officer and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 365 calendar days thereafter.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor. When the state is comparing different lower contract pricing the management fee will be deducted from the WSCA contract.

This provision applies only within WSCA PARTICIPATING STATES (as defined in this document, above) and shall not apply to existing contracts, system packages, or one time equipment purchases, services, or international sales. For purposes of this section, the definition of 'customers' shall not include Contractor's dealers, distributors and resellers, or sales to federal government.

Motorola**TECHNICAL ADVANCES/UPGRADES**

During the service life of the equipment, the contractor agrees to install, at no additional cost to the end user, all manufacturers' required retrofit upgrades within 90 days of the date the upgrade is introduced by the manufacturer. Required retrofits are all retrofits that are required to keep the equipment operating and functioning as intended at the time of purchase. *"Service Life" as used in this section shall be five years from final inspection and acceptance by the purchaser. This does not including periodic software releases which are intended to offer new features or enhancements not available at the time of original purchase.*

NEW SYSTEM SOFTWARE AND FIRMWARE UPDATE

Provide Required Firmware, Software updates at no cost for 5 years after last unit being purchased from this RFP. . Required firmware and software updates are all updates that are required to keep the equipment operating and functioning as intended at the time of purchase. *Manufacturers are not responsible for update installation costs. Proposer's shall submit a copy of their software licensing agreement with their proposal.* This does not including periodic software releases which are intended to offer new features or enhancements not available at the time of original purchase.

SOFTWARE LICENSE:

Customer and any Purchasing Entity or End User purchasing from this Agreement hereby accept and agree to abide by all of the terms and restrictions of the Motorola Software License Agreement attached to Motorola's bid and incorporated into this agreement, when purchasing or using any Motorola Software or firmware. Any Non-Motorola Software and Open Source Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date.

SYSTEM SALES:

If a Purchasing Entity intends to purchase a system using pricing from the WSCA contract, Motorola will prepare a proposal that includes the technical, contractual, and implementation documents that are appropriate for that system. Any system sale will be subject to the specifications of the technical and implementation documents and to the terms of the communications system agreement and its exhibits or other applicable contract documents.

SUPPORT SERVICES, MAINTENANCE SERVICES, AND PROFESSIONAL SERVICES:

If a Purchasing Entity intends to purchase services from Motorola, the sale of services will be subject to the terms of the appropriate Motorola maintenance, professional services, or other standard agreement appropriate to the type of services being sold, together with the technical and implementation exhibits applicable to the services.

WARRANTY(IES)

Proposer(s) will submit a copy of every warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the applicable warranties. Unless otherwise specified, the full parts and labor warranty period shall be for a minimum period of one (1) year after receipt and acceptance of materials or equipment by the Purchaser. *All warranties supplied by the manufacturer shall be consistent with the provisions of the UCC, chapter 62A RCW unless otherwise specified in part 3, equipment Specifications.* All materials or equipment provided shall be new, or refurbished and manufacturer certified, of the latest model or design and of recent manufacture. All tower parts must be new and of the latest design.

Successful contractor(s) shall provide product support (*required to keep equipment operating and functioning as intended at the time of purchase*) for 7-5 years after last unit being purchased from this RFP.

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Motorola

In the event of conflict between contract terms and conditions and any warranty submitted by the contractor, to the extent that the state maximum benefits, the contract terms and conditions shall prevail.

WSCA and Motorola agree as follows:

Section 9 of Part III, "Special Terms and Conditions," of WSCA RFP No. 02702 is amended by inserting the words "parts, or accessories" in the second-to-last sentence of the section. As amended the sentence now reads:

This provision applies only within WSCA Participating States (as defined in the document above) and shall not apply to existing contracts, system packages, one time equipment purchases, services, international sales, parts, or accessories.

Contract users may purchase accessories for any listed Motorola radio subscriber unit. Available accessories are listed on the Motorola Electronic Catalog pages associated with each subscriber unit that is available through the contract.

If accessories listed on the Electronic Catalog pages are purchased at the time of purchase of a radio unit, the discount level associated with the radio will apply to the purchased accessories.

If accessories are purchased on a stand-alone basis from the Electronic Catalog pages available on the contract, a 20% discount shall apply to any accessory purchase.

Amendments Effective July 1, 2006:

Effective July 1, 2006, Motorola has reduced the prices on all applicable products available through the WSCA Contract by three percent (3%). This price reduction is reflected in the WSCA RFP DISCOUNT MATRIX dated July 1, 2006, attached below and in the list of Representative Radio Models, attached below. No further volume discounts shall apply to Motorola products available on the WSCA Public Safety Radio Contract. Any reference to "volume discount" or "cumulative discount" is struck.

When calculating the price of a product purchased through the WSCA contract, Motorola and WSCA contract users shall use Motorola's then-current price book and apply the discount level indicated in the WSCA RFP DISCOUNT MATRIX dated July 1, 2006, which is attached below. In order to conform with the parties' intent to replace the pricing quoted by Motorola in its 2003 RFP 02802 response and ensuing contract with Motorola's current pricing, which shall be updated at least annually, any reference in WSCA RFP or Contract 02702, as amended, to the pricing quoted by Motorola in its 2003 RFP Response shall be replaced with an appropriate reference to Motorola's current price list.

Effective, July 1, 2006, the general WSCA administrative fee for purchases made from the WSCA Public Safety Radio Contract shall be lowered from one and one-half percent (1.5%) to one-half percent (.5%). Administrative fees charged by Participating States shall not be affected by this reduction. The total administrative fee charged by the State of Washington shall be one and one-half percent (1.5%), which includes both the WSCA administrative fee and the State of Washington administrative fee.

Motorola**MOTOROLA WESTERN DIVISION SALES OFFICES**

WA08 – Redmond, WA 18200 NE Union Hill Rd. Suite 200 Redmond, WA 98052 425-896-2340 fax 425 896-2302	OR02 - Lake Oswego, OR 4900 S.W. Meadows Rd, #475 Lake Oswego, OR 97035 No main phone number. fax 503 697-4670	AZ43 - Phoenix, AZ 2900 South Diablo Wy. Tempe, AZ 85282 602 271-7500 fax 602 438-1608
CA25 - San Diego, CA (Div HQ) 6420 Sequence Drive San Diego, CA 92121 800 445-3620 toll-free 858 578-2222 direct	CO01 - Engelwood, CO 9800 Mount Pyramid Ct. Suite 200 Englewood, CO 80112 303 689-2800 fax 303 689-2900	TX48 Dallas, TX 2410 Luna Road, Ste 132 Carrollton, TX 75006 972 277-4600 or 800 635-0200 fax 972 277-4611
TX09 - Houston, TX 1140 Cypress Station Suite 300 Houston, TX 77090 281 537-3600 fax 281 537-3617	TX32 - Austin, TX 7700 W. Parmer Lane Bldg., B-PL34 Austin, TX 78729 512 996-6974	CA08 - Los Angeles, CA 312 E. 1st. Street, Suite 520 Los Angeles, CA 90012 No main phone number. fax 213 628-2470
CA18 - Van Nuys, CA 7720 Sepulveda Blvd., Suite B Van Nuys, CA 92450 818 786-1092 fax 818 786-1294	CA78 - Motorola FSO California 10061 Riverside Dr., PMB 1046 Toluca Lake, CA 91602 818 843-3068 fax (same as above)	CA36 - Irvine, CA 1900 Main Street, Suite 300 Irvine, CA 92614 949 399-4000 fax 949 437-4240
CA57 - Irvine, CA (warehouse) 17835 Skypark Circle, Suite C Irvine, CA 92614 949 442-1644 fax 949 474-0196	NM01 - Albuquerque, NM 2501 San Pedro N.E., Suite 202 Albuquerque, NM 87110 505 875-1999 fax 505 875-1888	CA69 - Mountain View, CA 805 E. Middlefield Rd Mountain View, CA 94043 650 318-3200 fax 650-318-3310
Las Vegas, Nevada PO Box 98098 Las Vegas, Nevada 89193 775-853-7862 fax 775-853-0924	CA67 - Los Angeles, CA 725 S Figueroa Ave, Suite 1870 Los Angeles, CA 90017 213 362-6726 fax 213 627-3379	Shawnee, OK 2309 Troon Circle Shawnee, OK 74801 405-395-9448 fax 405-878-6841
Layton, Utah PMB#194 2146 North Main Street, Suite 530 Layton, Utah 84051 801-571-7649 fax 801-571-7258	Billings, Montana 4603 Alkali Creek Road Billings, MT 59106 406-245-3309 fax 406-245-1567	Anchorage, Alaska PO Box 230882 Anchorage, AK 99532 907-261-5170 fax 907-346-4303
Boise, Idaho 11548 W. Rader Dr. Boise, ID 83713 208-377-2080 fax 208-377-2085		

Motorola**MOTOROLA REPRESENTATIVE WSCA CONTRACT RADIO MODELS**

Revised 10/20/06

The following Motorola radio models are representative examples of the radios available on the WSCA contract. Contract users are requested to contact Motorola for other versions & frequency bands of each series of radio model. The WSCA RFP required Manufacturer price pages for the complete line of Motorola radios available on the WSCA contract are on file with WSCA Purchasing. The representative prices listed will be higher in states that charge an administrative fee.

The various types of Motorola radios are listed by frequency band first, then by radio category:

MODEL NO.	DESCRIPTION	WSCA CONTRACT PRICE
VHF FREQUENCY BAND (136-174 MHZ):		
P25 DIGITAL TRUNKED PORTABLE RADIOS:		
H18KEF9PW6_N w/options: Q806,H38,Q361,H14,H301, NNTN4435, NTN1667	XTS5000, VHF, 6 watt, 512 channel, model 2, with charger & spare battery	\$3,735.82
H46KDC9PW5_N w/options: Q574,H301,NTN9815,NTN1667	XTS2500, VHF, 5 watt, 48 channel, model 1, with charger & spare battery	\$1,995.53
.166KDC9PW5_N w/options: Q574,H301,NTN9815,NTN1667	XTS1500, VHF, 5 watt, 16 channel, model 1, with charger & spare battery	\$1,451.40
P25 DIGITAL TRUNKED MOBILE RADIOS:		
M20KTS9PW1_N w/options: G806,G51,G361,G114,G89,G67, G79,G94,W22,B18	XTL5000, VHF, 110 watt, 512 channel, model W5, remote mount	\$4,119.68
M20KSS9PW1_N w/options: G806,G51,G361,G114,W81,G89,G67, G79,G94,W22,B18	XTL5000, VHF, 50 watt, 512 channel, model W5, remote mount	\$3,753.09
M20KSS9PW1_N w/options: G806,G51,G361,G89,G66,G79,G94, W22,B18	XTL5000, VHF, 50 watt, 512 channel, model W5, front mount	\$3,533.29
M21KTM9PW1_N w/options: G806,G51,G361,G89,G67, G442,G444,W22,B18	XTL2500, VHF, 110 watt, 255 channel, remote mount	\$3,696.56
M21KSM9PW1_N w/options: G806,G51,G361,G89,G67, G442,G444,W22,B18	XTL2500, VHF, 50 watt, 255 channel, remote mount	\$3,286.56

Motorola

M21KSM9PW1_N w/options: G806,G51,G361,G89,G66, G442,G444,W22,B18	XTL2500, VHF, 50 watt, 255 channel, front mount	\$3,145.52
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M28KSS9PW1_N w/options: G788,G89	XTL1500, VHF, 50 watt, 48 channel, front mount	\$1,828.60
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P25 DIGITAL CONVENTIONAL PORTABLE RADIOS:

H18KEF9PW6_N w/options: Q806,H35,H14,H301,NNTN4435,NTN1667	XTS5000, VHF, 6 watt, 512 channel, model 2, with charger & spare battery	\$2,950.82
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H46KDC9PW5_N w/options: Q811,H301,NTN9815,NTN1667	XTS2500, VHF, 5 watt, 48 channel, model 1, with charger & spare battery	\$1,543.50
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H66KDC9PW5_N w/options: Q811,H301,NTN9815,NTN1667	XTS1500, VHF, 5 watt, 16 channel, model 1, with charger & spare battery	\$1,134.88
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P25 DIGITAL CONVENTIONAL MOBILE RADIOS:

M20KTS9PW1_N w/options: G806,G48,G114,G89,G67, G79,G94,W22,B18	XTL5000, VHF, 110 watt, 512 channel, model W5, remote mount	\$3,334.68
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M20KSS9PW1_N w/options: G806,G48,G114,W81,G89,G67, G79,G94,W22,B18	XTL5000, VHF, 50 watt, 512 channel, model W5, remote mount	\$2,968.09
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M21KTM9PW1_N w/options: G806,G48,G89,G67, G442,G444,W22,B18	XTL2500, VHF, 110 watt, 255 channel, remote mount	\$2,876.56
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M21KSM9PW1_N w/options: G806,G48,G89,G66, G442,G444,W22,B18	XTL2500, VHF, 50 watt, 255 channel, front mount	\$2,325.52
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M28KSS9PW1_N w/options: G790,G89	XTL1500, VHF, 50 watt, 48 channel, front mount	\$1,418.60
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P25 DIGITAL CONVENTIONAL BASE/REPEATER STATION RADIOS:

T5365 w/options: X530,X806_D,X580,X432	QUANTAR, VHF, 125 watt, 16 channel	\$11,759.44
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T5365 w/options: X330,X806_D,X580,X432	QUANTAR, VHF, 25 watt, 16 channel	\$10,827.74
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ANALOG CONVENTIONAL PORTABLE RADIOS:

Motorola

H67KDC9PW5_N w/options: 133,H301,NTN9815,NTN1667	MT1500, VHF, 5 watt, 48 channel, with charger & spare battery MT1500 is factory upgradeable to P25 dig.	\$993.30
AAH79KDC9PW5_N w/options: H129,H301CE,NTN9858	PR1500, VHF, 5 watt, 32 channel, with charger & spare battery PR1500 is factory upgradeable to P25 dig.	\$913.50
AAH25KDH9AA6_N w/options: H301,HNN9008_R	HT1250, VHF, 5 watt, 128 channel, with charger & spare battery	\$711.10
AAH25KDC9AA2_N w/options: H301,HNN9008_R	HT750, VHF, 5 watt, 4 channel, with charger & spare battery	\$542.10
AAH50KDC9AA1_N w/options: NNTN4851	CP200, VHF, 5 watt, 4 channel, with charger & spare battery	\$394.40

ANALOG CONVENTIONAL MOBILE RADIOS:

AAM79KTD9PW5_N	PM1500, VHF, 110 watt, 255 channel, remote mount	\$1,260.00
AAM25KKD9AA2_N	CDM1250, VHF, 45 watt, 64 channel, front mount	\$534.24

ANALOG CONVENTIONAL BASE/REPEATER STATION RADIOS:

T5365 w/options: X530,X597_A,X580,X432	QUANTAR, VHF, 125 watt, 16 channel	\$9,834.44
T5544 w/options: X330,X597,X580,X436,X153	MTR2000, VHF, 40 watt, 32 channel	\$3,699.50

P25 MIGRATION PLAN GATEWAY SOLUTIONS:

To be determined for each application	TYPICAL MEDIUM SYSTEM, PER RFP SPECS, AS BID	\$2,488,183.78
To be determined for each application	TYPICAL SMALL SYSTEM, PER RFP SPECS, AS BID	\$1,785,195.50
To be determined for each application	TYPICAL ALTERNATE SMALL SYSTEM, AS BID FOR PHASE 1	\$244,473.89

Motorola**MOTOROLA REPRESENTATIVE WSCA CONTRACT RADIO MODELS**

Revised 10/20/06

The following Motorola radio models are representative examples of the radios available on the WSCA contract. Contract users are requested to contact Motorola for other versions & frequency bands of each series of radio model. The WSCA RFP required Manufacturer price pages for the complete line of Motorola radios available on the WSCA contract are on file with WSCA Purchasing. The representative prices listed will be higher in states that charge an administrative fee.

The various types of Motorola radios are listed by frequency band first, then by radio category:

MODEL NO.	DESCRIPTION	WSCA CONTRACT PRICE
UHF FREQUENCY BAND (450-470 MHZ):		
P25 DIGITAL TRUNKED PORTABLE RADIOS:		
H18SDF9PW6_N w/options: Q806,H38,Q361,H14,H301, NNTN4435, NTN1667	XTS5000, UHF, 5 watt, 512 channel, model 2, with charger & spare battery	\$3,735.82
H46SDC9PW5_N w/options: Q574,H301,NTN9815,NTN1667	XTS2500, UHF, 5 watt, 48 channel, model 1, with charger & spare battery	\$1,995.53
H66SDC9PW5_N w/options: Q574,H301,NTN9815,NTN1667	XTS1500, UHF, 5 watt, 16 channel, model 1, with charger & spare battery	\$1,451.40
P25 DIGITAL TRUNKED MOBILE RADIOS:		
M20QTS9PW1_N w/options: G806,G51,G361,G114,G89,G67, G79,G94,W22,B18	XTL5000, UHF, 100 watt, 512 channel, model W5, remote mount	\$4,119.68
M20QSS9PW1_N w/options: G806,G51,G361,G114,W81,G89,G67, G79,G94,W22,B18	XTL5000, UHF, 40 watt, 512 channel, model W5, remote mount	\$3,753.09
M20QSS9PW1_N w/options: G806,G51,G361,G89,G66,G79,G94, W22,B18	XTL5000, UHF, 40 watt, 512 channel, model W5, front mount	\$3,533.29
M21QTM9PW1_N w/options: G806,G51,G361,G89,G67, G442,G444,W22,B18	XTL2500, UHF, 100 watt, 255 channel, remote mount	\$3,696.56
M21SSM9PW1_N w/options: G806,G51,G361,G89,G67, G442,G444,W22,B18	XTL2500, UHF, 40 watt, 255 channel, remote mount	\$3,286.56

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?1SSM9PW1_N w/options: G806,G51,G361,G89,G66, G442,G444,W22,B18	XTL2500, UHF, 40 watt, 255 channel, front mount	\$3,145.52
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M28SSS9PW1_N w/options: G788,G89	XTL1500, UHF, 45 watt, 48 channel, front mount	\$1,828.60
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P25 DIGITAL CONVENTIONAL PORTABLE RADIOS:

H18SDF9PW6_N w/options: Q806,H35,H14,H301,NNTN4435,NTN1667	XTS5000, UHF, 5 watt, 512 channel, model 2, with charger & spare battery	\$2,950.82
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H46SDC9PW5_N w/options: Q811,H301,NTN9815,NTN1667	XTS2500, UHF, 5 watt, 48 channel, model 1, with charger & spare battery	\$1,543.50
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H66SDC9PW5_N w/options: Q811,H301,NTN9815,NTN1667	XTS1500, UHF, 5 watt, 16 channel, model 1, with charger & spare battery	\$1,134.88
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P25 DIGITAL CONVENTIONAL MOBILE RADIOS:

M20QTS9PW1_N w/options: G806,G48,G114,G89,G67, G79,G94,W22,B18	XTL5000, UHF, 100 watt, 512 channel, model W5, remote mount	\$3,334.68
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M20QSS9PW1_N w/options: G806,G48,G114,W81,G89,G67, G79,G94,W22,B18	XTL5000, UHF, 40 watt, 512 channel, model W5, remote mount	\$2,968.09
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M21QTM9PW1_N w/options: G806,G48,G89,G67, G442,G444,W22,B18	XTL2500, UHF, 100 watt, 255 channel, remote mount	\$2,876.56
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M21SSM9PW1_N w/options: G806,G48,G89,G66, G442,G444,W22,B18	XTL2500, UHF, 40 watt, 255 channel, front mount	\$2,325.52
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M28SSS9PW1_N w/options: G790,G89	XTL1500, UHF, 45 watt, 48 channel, front mount	\$1,418.60
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P25 DIGITAL CONVENTIONAL BASE/REPEATER STATION RADIOS:

T5365 w/options: X640,X806_D,X580,X432	QUANTAR, UHF, 110 watt, 16 channel	\$12,852.07
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T5365 w/options: X240,X806_D,X580,X432	QUANTAR, UHF, 25 watt, 16 channel	\$11,420.64
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ANALOG CONVENTIONAL PORTABLE RADIOS:

Motorola

H67SDC9PW5_N w/options: Q833,H301,NTN9815,NTN1667	MT1500, UHF, 5 watt, 48 channel, with charger & spare battery MT1500 is factory upgradeable to P25 dig.	\$993.30
AAH79SDC9PW5_N w/options: H301CE,NTN9815	PR1500, UHF, 5 watt, 32 channel, with charger & spare battery PR1500 is factory upgradeable to P25 dig.	\$948.50
AAH25SDH9AA6_N w/options: H301,HNN9008_R	HT1250, UHF, 4 watt, 128 channel, with charger & spare battery	\$743.60
AAH25SDC9AA2_N w/options: H301,HNN9008_R	HT750, UHF, 4 watt, 4 channel, with charger & spare battery	\$574.60
AAH50RDC9AA1_N w/options: NNTN4851	CP200, UHF, 4 watt, 4 channel, with charger & spare battery	\$422.40

ANALOG CONVENTIONAL MOBILE RADIOS:

AAM79QTD9PW5_N	PM1500, UHF, 110 watt, 255 channel, remote mount	\$1,330.00
AAM25SKD9PW2_N	CDM1250, UHF, 40 watt, 64 channel, front mount	\$581.76

ANALOG CONVENTIONAL BASE/REPEATER STATION RADIOS:

T5365 w/options: X640,X597_A,X580,X432	QUANTAR, UHF, 100 watt, 16 channel	\$10,927.07
T5544 w/options: X340,X597,X580,X436,X153	MTR2000, UHF, 40 watt, 32 channel	\$4,669.00

P25 MIGRATION PLAN GATEWAY SOLUTIONS:

To be determined for each application	TYPICAL MEDIUM SYSTEM, PER RFP SPECS, AS BID	\$2,488,183.78
To be determined for each application	TYPICAL SMALL SYSTEM, PER RFP SPECS, AS BID	\$1,785,195.50
To be determined for each application	TYPICAL ALTERNATE SMALL SYSTEM, AS BID FOR PHASE 1	\$244,473.89

Motorola*** MOTOROLA REPRESENTATIVE WSCA CONTRACT RADIO MODELS**

Revised 10/20/06

The following Motorola radio models are representative examples of the radios available on the WSCA contract. Contract users are requested to contact Motorola for other versions & frequency bands of each series of radio model. The WSCA RFP required Manufacturer price pages for the complete line of Motorola radios available on the WSCA contract are on file with WSCA Purchasing. The representative prices listed will be higher in states that charge an administrative fee.

The various types of Motorola radios are listed by frequency band first, then by radio category:

MODEL NO.	DESCRIPTION	WSCA CONTRACT PRICE
800 MHZ FREQUENCY BAND (806-870 MHZ):		
P25 DIGITAL TRUNKED PORTABLE RADIOS:		
H18UCF9PW6_N w/options: Q806,H38,Q361,H14,H301, HNN9031, NTN1667	XTS5000, 700/800 MHZ, 3 watt, 512 channel, model 2, with charger & spare battery	\$3,721.69
I46UCC9PW5_N w/options: J574,H301,NTN9815,NTN1667	XTS2500, 700/800 MHZ, 3 watt, 48 channel, model 1, with charger & spare battery	\$1,995.53
H66UCC9PW5_N w/options: Q574,H301,NTN9815,NTN1667	XTS1500, 700/800 MHZ, 3 watt, 16 channel, model 1, with charger & spare battery	\$1,451.40
P25 DIGITAL TRUNKED MOBILE RADIOS:		
M20URS9PW1_N w/options: G806,G51,G361,G114,W81,G89,G67, G79,G94,W22,B18	XTL5000, 700/800 MHZ, 35 watt, 512 channel, model W5, remote mount	\$3,753.09
M20URS9PW1_N w/options: G806,G51,G361,G89,G66,G79,G94, W22,B18	XTL5000, 700/800 MHZ, 35 watt, 512 channel, model W5, front mount	\$3,533.29
M21URM9PW1_N w/options: G806,G51,G361,G89,G67, G442,G444,W22,B18	XTL2500, 700/800 MHZ, 35 watt, 255 channel, remote mount	\$3,286.56
M21URM9PW1_N w/options: G806,G51,G361,G89,G66, G442,G444,W22,B18	XTL2500, 700/800 MHZ, 35 watt, 255 channel, front mount	\$3,145.52
M28URS9PW1_N w/options: G788,G89	XTL1500, 700/800 MHZ, 35 watt, 48 channel, front mount	\$1,828.60

Motorola

P25 DIGITAL CONVENTIONAL PORTABLE RADIOS:

H18UCF9PW6_N w/options: Q806,H35,H14,H301, HNN9031, NTN1667	XTS5000, 700/800 MHZ, 3 watt, 512 channel, model 2, with charger & spare battery	\$2,936.69
H46UCF9PW6_N w/options: Q811,H301,NTN9815,NTN1667	XTS2500, 700/800 MHZ, 3 watt, 512 channel, model 2, with charger & spare battery	\$2,058.00
H46UCC9PW5_N w/options: Q811,H301,NTN9815,NTN1667	XTS2500, 700/800 MHZ, 3 watt, 48 channel, model 1, with charger & spare battery	\$1,543.50
H66UCC9PW5_N w/options: Q811,H301,NTN9815,NTN1667	XTS1500, 700/800 MHZ, 3 watt, 16 channel, model 1, with charger & spare battery	\$1,134.88

P25 DIGITAL CONVENTIONAL MOBILE RADIOS:

M20URS9PW1_N w/options: G806,G48,G114,W81,G89,G67, G79,G94,W22,B18	XTL5000, 700/800 MHZ, 35 watt, 512 channel, model W5, remote mount	\$2,968.09
M21URM9PW1_N w/options: G806,G48,G89,G66, G442,G444,W22,B18	XTL2500, 700/800 MHZ, 35 watt, 255 channel, front mount	\$2,325.52
M28URS9PW1_N w/options: G790,G89	XTL1500, 700/800 MHZ, 35 watt, 48 channel, front mount	\$1,418.60

P25 DIGITAL CONVENTIONAL BASE/REPEATER STATION RADIOS:

T5365 w/options: X750,X806_D,X580,X432	QUANTAR, 800 MHZ, 100 watt, 16 channel	\$13,389.53
T5365 w/options: X250,X806_D,X580,X432	QUANTAR, 800 MHZ, 20 watt, 16 channel	\$11,337.48

ANALOG CONVENTIONAL PORTABLE RADIOS:

H67UCC9PW5_N w/options: Q833,H301,NTN9815,NTN1667	MT1500, 800 MHZ, 3 watt, 48 channel, with charger & spare battery MT1500 is factory upgradeable to P25 dig.	\$993.30
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ANALOG CONVENTIONAL MOBILE RADIOS:

Motorola

M28URS9PW1_N w/options: XTL1500, 700/800 MHZ, 35 watt, \$1,418.60
 G790,G89 48 channel, front mount

ANALOG CONVENTIONAL BASE/REPEATER STATION RADIOS:

T5365 w/options: QUANTAR, 800 MHZ, 100 watt, 16 channel \$11,464.53
 X750,X597_A,X580,X432

T5544 w/options: MTR2000, 800 MHZ, 75 watt, 32 channel \$5,579.00
 X450,X597,X580,X436,X153

P25 MIGRATION PLAN GATEWAY SOLUTIONS:

To be determined for each application TYPICAL MEDIUM SYSTEM, PER RFP \$2,488,183.78
 SPECS, AS BID

To be determined for each application TYPICAL SMALL SYSTEM, PER RFP \$1,785,195.50
 SPECS, AS BID

To be determined for each application TYPICAL ALTERNATE SMALL SYSTEM, \$244,473.89
 AS BID FOR PHASE 1

WSCA RFP DISCOUNT MATRIX	REVISED 5/18/07		
RADIO MODEL SERIES (REFER TO MANUF. PRICE PAGES):	DISCOUNT %	CALIFORNIA, OREGON DISCOUNT %	OKLAHOMA, KANSAS DISCOUNT %
P25 DIGITAL MOBILE/DESKTOP RADIOS:			
XTL5000 MOBILE	21.5%	20.5%	21%
XTL5000 HIGH PERFORMANCE MOBILE DATA MODEMS	10%	9%	9.5%
XTL2500 MOBILE	18%	17%	17.5%
XTL1500 MOBILE	18%	17%	17.5%
P25 DIGITAL PORTABLE RADIOS:			
ASTRO XTS5000	21.5%	20.5%	21%
ASTRO XTS2500	26.5%	25.5%	26%
ASTRO XTS1500	18%	17%	17.5%
PDR3500 PORTABLE REPEATER	8.5%	7.5%	8%
ANALOG MOBILE/DESKTOP RADIOS:			

Motorola

PM1500 (P25 UPGRADEABLE)	30%	29%	29.5%
CDM SERIES (750, 1250, 1550, 1550LS+)	28%	27%	27.5%
CM200, CM300	15%	14%	14.5%
PM400	15%	14%	14.5%
ANALOG PORTABLE RADIOS:			
HT1250, HT1250LS+, HT1550XLS	35%	34%	34.5%
HT750	35%	34%	34.5%
EX500, EX600XLS	20%	19%	19.5%
CP100, CP150, CP200	20%	19%	19.5%
MT1500 (P25 UPGRADEABLE)	23%	22%	22.5%
PR1500 (P25 UPGRADEABLE)	30%	29%	29.5%
PR860	20%	19%	19.5%
PR400	15%	14%	14.5%
INFRASTRUCTURE / FIXED EQUIPMENT / OTHER:			
QUANTAR BASE/REPEATER STATIONS	23%	22%	22.5%
MTR2000 BASE/REPEATER STATIONS	30%	29%	29.5%
DIU-3000 DIGITAL INTERFACE UNITS	15%	14%	14.5%
ASTRO-TAC 3000 VOTING SYSTEM	15%	14%	14.5%
SPECTRA-TAC VOTING SYSTEM	15%	14%	14.5%
QUANTAR VOTING RECEIVERS	15%	14%	14.5%
GOLD ELITE CONSOLES (Gateway)	18.5%	17.5%	18%
TRUNKED CONTROLLERS (Gateway)	18.5%	17.5%	18%
Trident PassPort Trunking Infrastructure	18.5%	17.5%	18%
Trident LTR Trunking Infrastructure	18.5%	17.5%	18%
MOTOBIDGE (Gateway)	10%	9%	9.5%
STR3000 SIMULCAST / DATA BASE STATIONS	15%	14%	14.5%
MCC5500 / MCC7500 CONSOLES	15%	14%	14.5%
CANOPY	15%	14%	14.5%
PTP / POINT TO POINT WIRELESS BROADBAND NETWORK	15%	14%	14.5%
POWERLINE MU / IN BUILDING BROADBAND DISTRIBUTION	15%	14%	14.5%
HOTZONE DUO	15%	14%	14.5%
RAD / MULTIPLEXERS	10%	9%	9.5%
EWLAN INFR & ACCESS POINTS	40%	39%	39.5%
MCC1000/2000/2500, COMMAND STAR LITE CONSOLES	10%	9%	9.5%
MC3000 DIGITAL DESKTOP CONSOLES	10%	9%	9.5%
MINITOR RECEIVERS	28%	27%	27.5%
STANDALONE ACCESSORIES ORDERED WITHOUT RADIOS	20%	19%	19.5%
Support Services	\$168.75 per hr	\$170.43 /hr	\$169.59 /hr
Installation Services	\$168.75 per hr	\$170.43 /hr	\$169.59 /hr
Repair Services		\$168.75/hr	\$170.43 /hr \$169.59 /hr

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING IN-CAR DIGITAL VIDEO CAMERA SYSTEM PURCHASES FROM ICOP DIGITAL, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND 0000101, DEPARTMENTS 121 AND 125

WHEREAS, an Invitation for Bids to purchase In-Car Digital Video Camera Systems for the Benton County Sheriff's Office was approved by the Board via Resolution 08-03; and

WHEREAS, ICOP Digital Inc. was found to be the best responsible bidder and awarded a purchase contract via Resolution 08-481; and

WHEREAS, the ICOP In-Car Digital Video Camera System utilizes a unique patent-pending design for in-dash installation and is only available from ICOP Digital Inc.; and

WHEREAS, the Patrol Captain recommends purchasing In-Car Digital Video Camera Systems for new patrol vehicles from ICOP Digital Inc. for the calendar year 2009; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Patrol Captain's recommendation and hereby authorizes In-Car Digital Video Camera System purchases from ICOP Digital Inc. for the calendar year of 2009 in an amount not to exceed \$34,000 excluding WSST.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

ICOP®

ADVANCING SURVEILLANCE TECHNOLOGY

April 21, 2008

ICOP Digital, Inc. (NASDAQ: ICOP) is the sole source vendor of the *ICOP Model 20/20-W*. ICOP Digital, Inc. is the sole source that can provide the *ICOP Model 20/20-W*. The *ICOP Model 20/20-W* is NOT a commodity item, as it has many features that make it unique.

The *ICOP Model 20/20-W* utilizes **a unique, patent-pending design** for in-dash installation. (Patent filing 10/971,918; file date, 10/22/2004; for additional information regarding this patent, please refer to the attached documentation) **No other system on the market integrates all of the functionality of the ICOP Model 20/20-W within a single, compact hardware form factor.** The system installs uniquely by removing the vehicle's existing radio system and inserting the one-piece *ICOP Model 20/20-W* into void created by the radio's removal. The system has a built-in AM/FM radio tuner. There are no system components in the trunk of the vehicle.

This unique system design is critical for law enforcement agencies, as there a substantial amount of equipment in the vehicle taking up extremely valuable and limited space.

Mounting in the radio compartment in the vehicle's dash with no dangling parts over the officer's head, and nothing in the trunk, the system **provides a much higher level of officer safety** than can be found in other video systems. The International Association of Chiefs of Police [IACP] has repeatedly emphasized that dangling monitors and control panels may present a danger to the officer in the event of an accident. Also, the dash is the most natural and intuitive location to operate equipment in a vehicle (rather than over the officer's head) - an important point when the officer is on a high speed chase.

The *ICOP Model 20/20-W* is **the only system designed with officer safety as a driving factor in the product's development.** The International Association of Chiefs of Police has repeatedly emphasized that dangling monitors and control panels may present a danger to the officer in the event of an accident. Also, the dash is the most natural and intuitive location to operate equipment in a vehicle (rather than over the officer's head) - an important point when the officer is on a high speed chase.

The *ICOP Model 20/20-W* from ICOP Digital, Inc. **delivers the highest quality video** of any in-car video system. Video quality is critical when your video serves as evidence. The *ICOP Model 20/20-W* records in full-VGA (not quarter-VGA that appears pixilated when enlarged), and uses a high quality compression method that treats each frame as individual snap-shots. **ICOP's video compression scheme is patented and unavailable anywhere else.** This patented compression ensures that the video cannot be edited by any software in existence while providing the highest full-VGA video quality in the industry. (refer to attached document for compression patent information).

The ICOP Video Management Server supports the *ICOP Model 20/20-W* and allows for easy search, storage and monitoring of video. Search criteria can be entered from the car or on the server. This functionality is unique and ICOP Digital Inc. is the sole provider of this solution.

The *ICOP Model 20/20-W* offers unrivaled value, rich with features, and is competitively priced. We publish our pricing, so purchasing departments can be assured that the price quoted is fair and consistent and will not vary by sales representative or distributor.

The ICOP Model 20/20-W

Key Unique Features & Functionality

Officer Safety The *ICOP Model 20/20-W* is the only system designed with officer safety as a driving factor in the product's development.

In-Dash Location It is the only system that mounts completely in the dash and includes, monitor, keyboard, CPU, storage media and AM/FM radio in a single, self-contained unit, with no dangling parts over the officer's head, and nothing in the trunk. It is patent pending.

Integrated AM/FM radio The *ICOP Model 20/20-W* is the only in-dash system that integrates an AM/FM radio in the DVR system.

Audio playback through vehicle's sound system: The *ICOP Model 20/20-W* is the only system that can play back captured audio through the vehicle's built-in audio system.

Wireless Microphone with industry leading range The ICOP EXTREME Wireless Mic has the greatest range in the industry, with a minimum line of sight distance of 2,000 ft.

Tamperproof File Codec There is no software tool that exists today, that would allow anyone to view or modify the ICOP video codec. We are a sole source provider of this codec and it is a sole source item. This ensures that the video cannot be tampered with, providing an unimpeachable chain of custody from the squad car to the back end software. Once the video is uploaded the agency can then choose to send out the video in a non-proprietary format or in a proprietary format whichever meets the needs of the agency. This codec ensures that your agency is in control and not even the officer can upload the video at home and send it to the news media if they wanted to. All video is controlled by your agency.

Driver's License Mode The *ICOP Model 20/20-W* includes "drivers license mode" – a macro-zoom capability, positively initiated by a 2 keystroke command that allows focus on a driver's license 1 to 2 inches from the lens with perfect photo resolution.

Video Quality The *ICOP Model 20/20-W* from ICOP Digital, Inc. delivers the highest quality video of any in-car video system. Video quality is critical when your video serves as evidence. The *ICOP Model 20/20-W* records in high resolution 4CIF or full-VGA (not quarter-VGA that appears pixilated when enlarged), and uses a high quality compression method that treats each frame as individual snap-shots.

Backend Web-based Media Management and Indexing The *ICOP iVAULT MMS* (Media Management System) allows indexing of all video files in the data base by time, date, GPS location, Officer ID, Vehicle ID, event "type", subject gender, and ethnic origin. *ICOP iVAULT MMS* uniquely provides secure access to video and media among locations. This is the only system that allows access to the various sites video (and all related media associated with an event) over the internet. It is no longer necessary have only a single centralized server system for video and storage – smaller servers may be utilized at each location and accessed (with appropriate permissions) across the internet. Specialized point-to-point high speed connections are bypassed by secured internet connections, reducing the need for upgraded infrastructures. Video is available "on demand" so to speak and it is unnecessary to transfer all captured video (unless an agency wishes to; this functionality is completely configurable by the agency).

No Pricing Games: Our pricing is published and is the same for every agency – we don't play favorites and we don't play games. The integrity of our sales professionals is second to none. An agency or purchasing department can be assured that the price quoted will not vary by sales representative or distributor.

The preceding product and service solutions can only be obtained from ICOP Digital, Inc., with the *ICOP Model 20/20-W* digital in-car video system and ICOP iVAULT MMS.

Sincerely,



Jay Dalrymple
Assistant Sales Manager

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF SECTOR ELECTONRIC TICKETING MACHINES FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM L-TRON CORPORTAION, CURRENT EXPENSE FUND 0000-101, DEPARTMENTS 121 AND 125

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for SECTOR electronic ticketing machines and hardware; and

- L-TRON Corporation, Pittsford, NY
- Pacific, ID, Renton, WA
- Zones, Inc., Auburn, WA
- Versatile, Lynwood, WA

WHEREAS, L-TRON Corporation, LLC is the lowest bidder who can provide all of the necessary equipment and hardware; and

WHEREAS, the Patrol Captain has reviewed the quotes for completeness and recommends purchasing of the 37 SECTOR electronic ticketing machines and necessary hardware from L-TRON Corporation; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Patrol Captain's recommendation and hereby authorizes the purchase of the 37 SECTOR electronic ticketing machines and necessary hardware from L-TRON Corporation not to exceed \$24,613.61 including WSST.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, purchase file

Prepared by: J. Thompson

1169 Pittsford-Victor Rd, Pittsford, NY 14534
 t. 585-383-0050 f. 585-383-0701

Quotation

Number LTCQ1354

Date Apr 1, 2009

To

Benton County Sheriff's Office
 Brian White
 brian.white@co.benton.wa.us
 7122 West Okanagan Place
 Bldg. A
 Kennewick, WA 99336
 Phone: 509-735-6555
 Fax:

Inquiry: Verbal
Sales Rep: Jason Culliton

Ship: Ground
Delivery: 1-2 weeks ARO
FOB: Shipping point
Terms: Net 30

Qty	Part #	Description	Unit Price	Ext. Price
37	4600R151-LTRK-USB	(4600131-LTRK-USB-STR) 2D Desktop style Imaging Scanner Black Convenience Kit with: High Performance 4600r 2d Imaging Scanner Straight USB interface cable, AAMVA Smart Focal point, User manual 	\$232.00	\$8,584.00
37	205525	PocketJet 3 Engine, 200dpi, USB / IrDA 	\$222.00	\$8,214.00
37	29651	USB cable for the PocketJet 3 Plus printer, 6 1/2 feet long 	\$6.00	\$222.00
37	205578	PENTAX Car Adapter – Wired – 14-Foot Length 	\$16.00	\$592.00
37	203283	PENTAX In-Vehicle Mount – Rugged (designed for Roll Paper) 	\$85.75	\$3,172.75

Continued On Next Page ...

Jason Culliton <Jason.Culliton@L-Tron.com>

Page 1 of 2

*PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.

Qty	Part #	Description	Unit Price	Ext. Price
37	205495	Pentax Roll paper, THERMAL , 6/PACK, Perforated	\$52.50	\$1,942.50
		All prices include ground shipping, including thermal paper. Paper can be shipped per 6 roll pack or per 36 roll master carton. For quantity paper order, please call for seperate quote.		
1		Sales tax 8.3%	\$1,886.36	\$1,886.36
		Sales tax not to be collected by L-Tron.		

Please fax or e-mail your order to: 585.383.0701, Sales@L-Tron.com.
Thank you for considering our products.

Total	\$24,613.61
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Jason Culliton <Jason.Culliton@L-Tron.com>

Page 2 of 2

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.



03/25/2009

Bill To :
BENTON CNTY SHERIFF'S OFF. A/P
7122 W. OKANOGAN PL
BLDG. B
KENNEWICK WA 99336
Phone : (509) 735-6555

Ship To :
BENTON CNTY SHERIFF'S OFF.
BRIAN WHITE
7122 W. OKANOGAN PL
BLDG. B
KENNEWICK WA 99336
Phone : (509) 735-6555

Account # 0057213647

Quote : S1434108
PO# : Sector Pentax Qty 37

Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES, INC
P.O. BOX 34740
SEATTLE, WA 98124-1740

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES ACCOUNT EXECUTIVE
VIA FAX OR EMAIL

Ellen Baumer
Account Executive
Phone: (253) 205-3633
Fax: (253) 205-2633

Email: ellen.baumer@zones.com

Table with 6 columns: Item#, Qty, Description, Manufacturers Part #, Unit Price, Total. Contains 8 rows of product data including Pentax PocketJet 3 200 DPI Printer, Pentax Car Adapter, Pentax USB Cable, etc.

ASK US ABOUT
Installations: Server
Installations: General
On-Site Technical Services
Remote Help Desk Support
Remote Network OS Support
Hourly On-site Technical Service Rates

Visit us on the web: http://www.zones.com

Zones, Inc
1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663

Sub-Total: \$14,609.45
Sales Tax: \$1,257.86
Manual Dropship Gnd: \$545.52
Grand Total: \$16,412.83

24 Mo. \$1 Out lease for \$773.81 per month
36 Mo. \$1 Out lease for \$548.91 per month
Please Note: Lease Amounts Exclude Tax



CERTIFIED
as an WMBE
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customers destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturers. RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

We appreciate this opportunity to earn your business, and look forward to serving you soon! Thank you!



versatile

TURNING DATA INTO KNOWLEDGE

Versatile Price Quotation

To: Benton County Sheriff's Office
Attention: Brian White
Proposal: Barcode Scanner Quote for SECTOR
Prepared by: Scott Welch - 425-608-6224
Quotation Date: March 24, 2009

Hardware	Description	Qty	Price
4600GSF051C-0F00E	Honeywell 4600G USB Barcode Scanner	37	\$239.00

Sub-Total \$8,843.00
Tax 8.3% \$733.97
Shipping \$15.00
TOTAL \$9,591.97

PACIFIC ID

Quotation:

Benton County Sheriff's Office

Date: 3/20/09

Phone: 509-735-6555

Fax:

E-mail:

Thank you for your interest in Pacific ID. The following represents Pacific IDs' response to your request for quotation for your **Barcode Scanning** application. This document details our proposed solution to your application requirements.

Cost Summary

LINE#	PART#	DESCRIPTION	Price	QTY	
1	PACKIT-PPJ3	Pentax PocketJet 3 Printer - B/W - direct thermal - Legal, A4, Roll (8.5 in x 100 ft) - 203 dpi x 200 dpi - up to 3 ppm - USB, Infrared	\$ 271.00	37	\$10,027
2	PACKIT-MTF	Pentax media tray / feeder Media tray / feeder - 1 rolls Note: Roll Holder for in-Vehicle Mount	\$ 110.00	37	\$4,070
3	PACKIT- PENTPAP	Pentax Quality Paper Perforated thermal paper - Letter A Size (8.5 in x 11 in) - 600 sheet(s) Note: This is a 6 pack of paper	\$ 63.00	37	\$2,331
4	PACKIT- PWRCAR	PENTAX power adapter Power adapter - car - 12 V Note: 14 power cable for hard wiring printer to vehicle	\$ 22.00	37	\$814
5	PACKIT- PENTUSB	Pentax USB cable USB cable - 4 pin USB Type A (M) - 4 pin USB Type B (M) - 3 ft	\$ 7.00	37	\$259
6	PACKIT- PENT-DOC	PocketJet 3/3 plus Documentation Set - documentation kit - CD Note: 1	\$8.50	37	\$314.5

		recommend one of these for every 10 printer kits. This contains a CD with the printer drivers and product manuals.			
				Total With Tax	\$19,294.19
		SCANNER OPTION 1			
7	PACKIT-4600G	4600g 2D Image Scanner (Standard Range, USB Kit, USB Cable and Guide)	\$330.00	37	\$12,210
				Total With TAX	13,223.43
8		SCANNER OPTION 2			
	PACKIT CR1200USB	CR1200 Scanner USB interface	\$229.00	37	8,473.00
				Total with Tax	\$9,176.26

Free Shipping

Disclaimer Statement

The products outlined in this proposal are designed for users having technical expertise. Before you select or use any products or system it is important that you analyze all aspects of your application and review the information concerning the recommended products. The customer, through their own analysis and testing, is solely responsible for making the final selection of the system and components and assuring that all performance, safety, and warning requirements of the application are met.

Offer of Sale

As an authorized distributor for the items that have been quoted to you, the conditions of the sale are covered by the Manufactures Offer of Sale. Typically, a Manufacturer's complete offer of sale is contained in their catalog. Additional copies can be made available to you upon request. The terms of sale are 30-day payment terms, upon credit approval, FOB shipment point (Manufacturer Facility or Pacific ID). Shipping fees included.

Many of our suppliers use a JIT manufacturing system; thus they will schedule^o delivery to meet your production needs. **Typical delivery times are 5-7 working days.** These delivery dates are approximate only and Pacific ID shall have no liability for any delays in delivery.

Limited Warranty:

Pacific ID's liability arising from or in any way connected with the items sold shall be limited exclusively to repair or replacement of the items sold or refund of the purchase price paid by the buyer, at Pacific ID sole option. In no event shall Pacific ID be liable for any incidental or consequential cost or special damages of any kind as the result of product defects, failure, delivery delays or non-delivery of equipment or services are specifically not covered by the terms of the warranty and may not be deemed to be implied in the contract, unless specifically agreed to in writing by Pacific ID.

Deviations

This proposal was prepared with the most current information available at the time of last discussions. Should we discover or be advised in subsequent discussions of changes that will affect design or production costs, we reserve the right to withdraw or revise this proposal. This quote is valid for 30 days.

Exclusivity

The information contained in this proposal is and remains the exclusive property of Pacific ID including all sizing information, product designs, copyrights, and patents. The person, persons or corporations receiving this information agrees, by accepting this document, that they will treat the information as confidential, they will not disclose, transmit or pass the same to others without the express written consent of Pacific ID.

Support Services

425.430.0044 (ph) • www.pacific-id.com • 425.430.9724 (fax)

Because we work in the field of Identification every day, we offer a tremendous amount of insight and practical expertise to each project, both with our products and our understanding of industry processes. Our engineers act as consultants and valued business partners to our customers. They become virtually part of your staff, at no additional cost: a dedicated team of control experts who research, design, and implement the right system for you.

Thank You,

David Earnst
Technical Sales Manager



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO NORTHWEST MARINE AND SPORT LLC FOR AS NEEDED BOAT REPAIR AND MAINTENANCE FOR THE BENTON COUNTY SHERIFF'S OFFICE, CANINE/BOAT FUND, FUND NUMBER 0127-101.

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has used Northwest Marine and Sport LLC for boat repair in the past; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Northwest Marine and Sport LLC and wishes to enter into a contract; and

WHEREAS, the Benton County Patrol Captain has reviewed the Contract for completeness and recommends contracting with Northwest Marine and Sport LLC to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Patrol Captain's recommendation and hereby awards the personal service contract to Northwest Marine and Sport LLC in an amount up to \$30,000.00 including WSST; and

BE IT FURTHER RESOLVED the term of the attached contract commences March 16, 2009 and expires on December 31, 2009; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, NW Marine

Prepared by: K. Mercer

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Northwest Marine & Sport LLC with its principal offices at 2250 N. Commercial Ave. Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **Terms and Conditions (this document)**

2. DURATION OF CONTRACT

The term of this Contract shall begin March 16, 2009 and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. "As needed" boat repair and maintenance for the Benton County Sheriff's Office boat fleet. The specific nature of any work performed under this contract shall be identified in writing in the form of service quote(s).
- 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 any work under this Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.
- f. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, pricing, or any other factors deemed important to the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:

Bill McVeigh
2250 N. Commercial Ave.
Pasco, WA 99301
509-545-5586

- b. For COUNTY:

Julie Thompson,
Administrative Assistant
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336
509-735-6555 ext 3273

5. COMPENSATION

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

- a. Service Rates: Rates will be determined at the time services are needed in a form of a quote.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$30,000.00 including Washington State Sales Tax.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with services and equipment provided, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the 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 work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, 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 the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this

Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the 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. 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, personal or advertising injury, infringement upon intellectual property rights or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the

indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers' compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include

all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). CONTRACTOR shall further procure and maintain employer's liability stop-gap coverage that affords coverage of no less than \$1 million for injury or disease of employees.

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract and does not exclude contractual liability as contemplated in Section 7 above. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

c. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any

required automobile liability policy.

- (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

d. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-

, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 8 and

notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County Sheriff's Office
Attn: Julie Thompson
7122 W. Okanogan Pl. Bldg A
Kennewick, WA 99336

- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

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

Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the 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 the Compensation Section 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 Five 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 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. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the 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 six (6) 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, or the presence of any disability.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, 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 purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. 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. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against

the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Differences 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, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. 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, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. 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.

24. NOTICES

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

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

26. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance;

compliance with laws; confidentiality, litigation hold; and the Public Records Act.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

The parties specifically certify that the provisions contained within paragraph 7(b) are mutually negotiated.

Date: _____

Date: 4/3/19

Benton County

Northwest Marine & Sport LLC

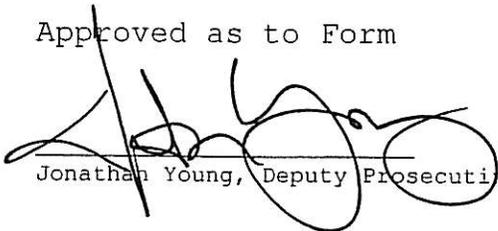
Max Benitz Jr., Chairman
Benton County Commissioner

SG 2
Signature

STEVE G. POWELL

Approved as to Form

CONTROLLER
Print Name
Title


Jonathan Young, Deputy Prosecuting Attorney

9:05 AM

PROPOSED TRUCK TRAFFIC
ORDINANCE FOR FINLEY ROAD

K Galioto

**BENTON & FRANKLIN COUNTIES
OFFICE OF PUBLIC DEFENSE**

9.15

Eric Hsu, Attorney at Law
Indigent Defense Coordinator
Eric.Hsu@co.benton.wa.us

7122 W Okanogan Place, Bldg. A
Kennewick, WA 99336
Benton County (509) 222-3700
Franklin County (509) 543-2996
FAX (509) 222-3717

2009 OFFICE REORGANIZATION PROPOSAL

Executive Summary

Benton County currently provides indigent defense services in Benton County District Court through 14 individual contracts with private criminal defense attorneys. This proposal seeks to change that structure by converting three of those contracts to full-time staff attorney positions. These staff attorneys would be full-time employees of Benton County.

The benefits offered by this reorganization include cost savings as well as increased flexibility to handle fluctuating caseloads without incurring large fees that would otherwise potentially have to be paid to contract attorneys.

It is proposed that two of these staff attorneys be hired by May or June, 2009, and a third be hired by the end of the year.

One-time capital expenses are needed to implement this reorganization, and those costs are included in this report.

Background

In Benton County, as in the rest of the State, criminal charges are filed in one of two Courts. With a few small technical exceptions, misdemeanor charges, as well as allegations of violations of misdemeanor probation conditions, are filed in Benton County District Court. Likewise, felony charges, and allegations of violations of felony probation conditions, are generally filed in Benton County Superior Court.

Benton County District Court is somewhat unique in that in addition to handling cases filed by the County Prosecuting Attorney, it also handles cases filed by all of the individual cities within Benton County: Kennewick, Richland, West Richland, and Prosser. Also unique is the fact that Benton County actually contracts with defense attorneys to handle cases for *all* cases filed in Benton County District Court including those filed by individual cities.

In 2009, Benton County has 14 individual full-time equivalent contracts outstanding with private defense attorneys to provide indigent defense in Benton County District Court. This number of contracts is intended to cover all new criminal cases filed, all compliance cases (allegations that a defendant violated the terms of his/her probation), and representation of in-custody defendants at the time of their initial appearance¹.

Despite the fact that there are 14 contracts, there are only 12 individual defense attorneys. This is because four full-time equivalent contracts were awarded to the law firm of Hickman & Poland, PLLC, with the understanding that the two principals, Dawn Hickman and Mary Poland, would be hiring associates to handle the two extra contracts. Despite this understanding, it is apparent that Ms. Hickman and Ms. Poland have not hired associates and are, instead, handling all the cases assigned to the two of them by way of their four contracts, on their own.

Since having two full-time contracts assigned to one private attorney not only violates WSBA Indigent Defense Standards² but also creates logistical problems for the Court, it is necessary to take immediate steps to remedy the situation. The two possible courses of action are: a) terminate the excess contracts and seek two additional contract attorneys; or b) terminate the excess contracts and hire two staff attorneys in their place. For the reasons set out below, I recommend the latter course of action.

¹ The in-custody representation program is new for this year. The purposes of this program are: a) to resolve as many cases as possible at their initial appearance time (in jail, before a District Court Judge or Commissioner) so as to preserve resources expended in redocketing and keeping defendants in jail for extraneous periods of time; and b) to reduce county liability inherent in defendants in jail for well over the time to which they would otherwise be sentenced, simply because of the need to wait for the compliance schedule.

² WSBA Indigent Defense Standard Three states that attorneys handling District Court cases full time should not handle in excess of 400 cases per year. With the double contracts, both Ms. Hickman and Ms. Poland would be mandated contractually to handle 720 cases apiece.

BENEFITS OF STAFF ATTORNEYS

The fixed financial benefits of staff attorneys are outlined in the next section of this proposal. As you will see, it is apparent that an immediate, small cost savings will be realized. Because of existing contract terms, the cost savings increase substantially in 2010.

Beyond the fixed financial benefits, hiring staff attorneys also provides Benton County with many other benefits:

- 1) Flexibility to handle fluctuating caseloads. Caseloads in District Court have a direct correlation with many factors outside of the control of Benton County. These include the crime rate as a whole, enforcement rates by police, and filing rates by prosecutors. As a result, sometimes, whether by miscalculation or because of the unpredictability of caseloads, defense attorneys will reach the maximum caseloads to which they are contractually obligated, before the end of the calendar year³. For example, in the last quarter of 2008, many District Court attorneys reached their caps well before the end of the year. As a result, it was necessary to contract with many outside attorneys as well as pay many attorneys with existing contracts by the case in order to cover the caseload for the remainder of the year. The increased cost to Benton County was immense. Having attorneys on staff would increase Benton County's flexibility in dealing with caseload overruns since the staff attorneys could be assigned to cover shortfalls as needed. This would significantly decrease the likelihood of needing to expend previously unanticipated funds to cover caseloads.
- 2) Ability to cover appeals. Defendants who are convicted in District Court have the legal ability to appeal that conviction to Benton County Superior Court through a process known as a "RALJ Appeal." RALJ appeals are currently assigned to District Court contract attorneys and they are paid \$400 to handle each appeal⁴. Instead of continuing to pay contract attorneys a fee above and beyond their monthly compensation to handle these appeals, these appeals could

³ Maximum caseload obligations are set per calendar year. For example, current District Court contracts obligate contract attorneys to accept a maximum of 360 cases for calendar year 2009. Attorneys are compensated with a fixed monthly fee for accepting those 360 cases. Cases assigned in excess of this caseload cap would require payment beyond the monthly fee, or would require contracts with other attorneys.

⁴ In some cases these appeals are also assigned to the two contract attorneys who handle felony cases filed in District Court. These attorneys are compensated by double case credit under the terms of their existing contracts.

be instead assigned to staff attorneys as part of their ordinary duties which would, of course, completely eliminate this fee.

- 3) Ability to cover special assignments. More and more, it is becoming necessary to provide indigent representation in areas where Benton County has never traditionally provided representation. Such representation is necessary both to comply with court rules as well as to minimize liability exposure for Benton County⁵. One of these areas of representation is during in-custody preliminary hearings in Superior Court. These hearings are akin to District Court initial appearances (defendants are advised of their rights, told what charges or allegations they are being held on, the judge makes a decision about whether probable cause exists that the defendant committed the crime alleged, and a release decision is made) except that defendants in preliminary hearings cannot plead guilty as they can in District Court initial appearances. As a risk management matter, I believe it to be in Benton County's best interests to provide representation at preliminary appearances. Requiring current contract attorneys to attend these hearings would undoubtedly result in contract renegotiation and increased costs to Benton County. Instead, especially if the decision is made to hire three staff attorneys, the staff attorneys would most likely have the ability and flexibility to cover these hearings in addition to their regular caseloads, at no addition cost to Benton County.

COST BENEFIT ANALYSIS

The following is a cost-benefit analysis of the proposal to hire staff attorneys. This analysis only takes into account reasonably anticipated costs and does not factor in cost savings possible by being able to use these staff attorneys to cover unanticipated shortfalls in attorney coverage, and in covering special or new assignments or programs.

⁵ Superior Court Criminal Rule 3.1(1) requires that a lawyer be provided as soon as possible after an indigent defendant "is taken into custody, appears before a committing magistrate, or is formally charged, whichever occurs first. A reasonable interpretation of this rule would be that counsel should be provided at time of preliminary appearance. Furthermore, lack of representation at preliminary appearance was an allegation made by the plaintiffs in the 2005 lawsuit against Grant County alleging massive problems in their indigent defense program. Please see the memorandum I prepared, entitled ACLU v. Grant County, Facts and Consequences for more information about this lawsuit and its implications for other counties.

Cost for contract attorneys

Assuming an eventual caseload per attorney of 440 cases⁶:

2009

Base contract	\$57,960 (360 cases = \$161/case)
Overage cost	\$12,880 (80 cases at \$161 each)
<u>Trial per diem</u>	<u>\$2,000 (10 days of trial at \$200 per day)</u>
Total cost	\$72,840 or \$166 per case

2010

Base contract	\$60,864 (340 cases = \$179/case)
Overage cost	\$17,901 (100 cases at \$179 each)
<u>Trial per diem</u>	<u>\$3,000 (10 days of trial at \$300 per day)</u>
Total cost	\$81,765 or \$186 per case

Cost for staff attorneys

2009

Wages and benefits	\$68,392 (440 cases)
Trial per diem	\$0.00 (trials would not be separately compensated)
<u>Infrastructure⁷</u>	<u>\$1,400 (annually)</u>
Total cost	\$69,792 or \$159 per case

2010

Wages and benefits	\$72,541 (440 cases)
Trial per diem	\$0.00 (trials would not be separately compensated)
<u>Infrastructure</u>	<u>\$1,400 (annually)</u>
Total cost	\$73,941 or \$168 per case

⁶ 440 cases is used for purposes of calculations because that is how many cases Cowlitz County, who recently adopted a model similar to what is being proposed, assigns to their full time staff attorneys.

⁷ This consists of recurring infrastructure related costs associated with providing a full time employee with such support items as telephone service, access to computing resources, voicemail, and the like.

Comparison

	<u>Contract attorney</u>	<u>Staff attorney</u>	<u>Savings</u>
2009	\$72,840	\$69,792	\$3,048.00 per attorney
2010	\$81,765	\$73,941	\$7,824.00 per attorney

Total Potential System Savings

2009	\$3,048 x 2 attorneys x ½ year =	\$3,048
	<u>6 RALJ appeals x \$400 per appeal =</u>	<u>\$2,400</u>
	TOTAL	\$5,448
2010	\$7,842 x 3 attorneys =	\$23,472
	<u>12 RALJ appeals x \$400 per appeal =</u>	<u>\$4,800</u>
	TOTAL	\$28,272

COST RECOUPMENT

Currently, costs associated with District Court indigent defense attorneys are allocated back to individual cities by way of their contributions to the District Court budget. Since, by this proposal, the costs associated with these staff attorneys would come directly out of the Office of Public Defense budget, interlocal agreements with the cities would be necessary in order for the costs associated with these staff attorneys to be properly shared.

Upon approval of this proposal, this office will move forward with drafting, negotiating and implementing interlocal agreements with all cities for which Benton County provides indigent defense services. In addition to facilitating cost sharing, such an interlocal agreement would also address important issues such as liability allocation.

ONE-TIME COSTS

Being capital costs, the following costs were not factored into the above cost-benefit analysis, but are nevertheless necessary and therefore part of this proposal.

Office Remodel ;

A restructure of the current Office of Public Defense work space would be necessary in order to accommodate the needs of three staff attorneys. This restructure would also address office security and safety concerns and improve public access to the area. The restructure is anticipated to involve the following:

- Subdividing the existing work area to accommodate providing semi-private workspace for the staff attorneys. In order to minimize cost and long-term impact to the office in case the entire office is moved elsewhere in the future, non-permanent office partitions will be utilized for creating attorney offices. Utilizing partitions will also save costs associated with architectural work and modifications to critical infrastructure such as heating/cooling and fire suppression.
- Install a pass-through window near the office manager’s work station. This would enable to office manager to interact with the public with more safety and would be essential to preserve a work environment commensurate with the confidentiality and sensitivity of matters handled by staff attorneys.
- Install keycard locking on the main door to the office suite. This would allow access to such people as staff and contract attorneys, but would allow that door to otherwise remain closed so as to create a better and safer working environment within.

The estimated cost of this restructure is \$12,000.

Support Infrastructure/Equipment

The cost of desks, computers, and printers etc for each staff attorney is estimated to be \$3,485 per attorney.

Total estimated one-time costs for the remodel and support infrastructure and equipment for three staff attorneys is \$22,455.00.

PROPOSED IMPLEMENTATION TIMELINE

Date	Item	Notes
April 13, 2009	Approve resolution to create staff attorney positions and authorize capital expenditures	

April 13, 2009	Provide 90 days notice of termination of all current District Court contracts.	This is necessary to make necessary amendments to the contracts. All existing contract holders would be offered one new contract (incorporating these amendments) each. This would free up two contracts, which would not be offered for renewal
April 20, 2009	Start hiring process	
May 29, 2009	Ideal starting date for staff attorneys	This starting date would create a cross-over time where staff attorneys would be compensated and existing contract attorneys would continue to receive their compensation too. However, in order to minimize the possibility that redistribution of cases during the last 30-45 days of the excess contracts would create caseload problems for other contract attorneys, this cross-over is recommended as necessary.
June 12, 2009	No new cases assigned to two excess contracts ⁸ effective from this date on.	If staff attorneys were not hired by this date, a shortfall in staffing would start to occur.
July 12, 2009	Effective date of termination of two excess contracts	Compensation on the two excess contracts would cease effective this date.

⁸ The contracts being terminated provide that, upon 90 days notice of termination, the attorney would not receive any new case assignments during the last 30 days of the notice period. Therefore, in order to minimize disruption and excessive case assignments to other attorneys, it would be ideal to have new staff attorneys hired prior to this date.

9:35

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND GREATER COLUMBIA BEHAVIORAL HEALTH (GCBH) FOR THE REFORMATION OF (GCBH) REGIONAL SUPPORT NETWORK; AMENDING RESOLUTION 06-229

WHEREAS, per Resolution 06-229 dated April 24, 2006, the Board of Benton County Commissioners entered into an agreement to provide continuance and expansion for Greater Columbia Behavioral Health for comprehensive mental health services and economy of resources for all member counties; and

WHEREAS, the attached amendment outlines the restructuring of the membership composition; appointing County Commissioners only for both primary and alternate positions on the Governing Board; and

WHEREAS, a new member county may join GCBH after approval of majority vote of the Governing Board and shall become an active participant member of GCBH; and

WHEREAS, the Operational Board is established by the Governing Board consisting of one (1) member from each member county. This board shall be responsible for maintaining the institutional knowledge in order to help the Governing Board make decisions; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the amendments to said agreement for the reformation of Greater Columbia Behavioral Health Regional Support Network.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

Orig: Comnrs
cc: Auditor; GCBH

INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK

This Agreement is made and entered into by and among the several counties organized and existing as political subdivisions under the Constitution and laws of the State of Washington which are signatory to this Agreement and shall replace all prior Agreements concerning Greater Columbia Behavioral Health ("GCBH") and/or Greater Columbia Regional Support Network which are hereby terminated and revoked. The purpose of this Agreement is to change the manner in which GCBH is governed.

RECITALS

WHEREAS, The State of Washington legislature has adopted RCW 71.24 as amended from time to time, instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has adopted RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from RCW 39.34 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each member county desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding GCBH, which shall be organized under RCW 71.24-Community Mental Health Services Act, and RCW 39.34-Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

ARTICLE 2

PARTIES TO AGREEMENT

The counties that are party to this agreement are as follows: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Skamania, Walla Walla, Whitman and Yakima. Each member county that is a party to this Agreement certifies that it intends to participate with all other member counties to this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3

EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective when signed by all member counties and posted on the GCBH website and shall continue until terminated by a majority of the member counties.

ARTICLE 4

MEMBERSHIP COMPOSITION

Membership, pursuant to RCW 71.24 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member counties. In accordance with RCW 71.24.300 the member counties shall include tribal authorities in the administration and management of GCBH if requested by the tribal authority. As signatories to the Agreement the counties shall be known as the "member counties". The tribal authority appointed to GCBH, if any, shall be known as the "member tribal authority". A new member county may join GCBH after approval of majority vote of the Governing Board and shall become an active participant member of GCBH commencing on the date specified by the Governing Board.

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by RCW 71.24 as amended and shall act through a Governing Board of Directors ("Governing Board") of the RSN performing all the functions and duties normally expected of a Board of Directors. The Governing Board of Directors of the RSN shall be responsible for implementation of all requirements of RCW 71.24 as amended from time to time. In addition, an Operational Board ("Operational Board") shall be formed and have all authority to act on behalf of the RSN that is given to it by the Governing Board.

ARTICLE 6

ORGANIZATION

I. GOVERNING BOARD

A. GOVERNING BOARD OF DIRECTORS. GCBH shall be governed by a Governing Board which shall be composed of one Director from each member county. Each member county may also appoint an Alternate Director to act on behalf of the county in the event the Director is not available. Directors and Alternate Directors, except for the Tribal Director and the Tribal Alternate Director, described below, shall be County Commissioners appointed by the Boards of County Commissioners respectively of member counties.

Each county shall appoint a Director and one Alternate Director in the manner set forth above. Alternate Directors shall have the same authority to attend, participate in, and vote at any meeting of the Governing

Board or a Committee as that member county's Director when such Director is absent from the meeting. Each Director shall have one vote.

B. OFFICERS. The Governing Board shall elect officers to govern GCBH as provided by its Bylaws. Each officer must be a Director and may not be an Alternate Director. An Alternate Director may not act in place of an Officer in the capacity of the Officer.

C. MEETINGS. The Governing Board shall provide for regular quarterly meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Governing Board shall be defined as a majority of the Directors (or Alternate Director if the Director is not present) from the member counties.

D. AUTHORITY OF GOVERNING BOARD. The Governing Board shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members. The Governing Board also shall have the authority to establish necessary committees to assist the Governing Board in the performance of its duties. The Governing Board shall establish all policies for GCBH, and shall approve all budgets for expenditures. The Governing Board may delegate any and all powers it has to the Operational Board as it sees fit.

II. OPERATIONAL BOARD

A. OPERATIONAL BOARD. An Operational Board shall be established by the Governing Board. This Operational Board shall consist of one (1) member from each member county. Each Operational Board member shall be appointed by the member county in a manner approved by each member county's Board of County Commissioners. The Operational Board member may appoint a substitute member for any meeting by giving written notice to the GCBH Regional Office.

B. OFFICERS. The Operational Board shall elect officers as provided by the GCBH Bylaws.

C. MEETINGS. The Operational Board shall meet regularly on a monthly basis and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Operational Board shall be a majority of the members then appointed to the Operational Board.

D. AUTHORITY OF OPERATIONAL BOARD. The Operational Board shall have all authority granted to it by the Governing Board and Bylaws. The Operational Board shall have the authority to advise the Governing Board on policy and budget. The Operational Board shall have the authority to approve previously budgeted expenditures. The Operational Board shall have the authority to advise the GCBH Director regarding all operational practices, procedures, policies and expenditures. The Operational Board shall not have the authority to adopt governing policy or budgets, but may advise the Governing Board concerning these matters.

ARTICLE 7

INSURANCE AND INDEMNIFICATION:

A. The member counties of GCBH shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in

accordance with the applicable laws of their respective county for any acts or omissions related to the performance of services under this Interlocal Agreement but not less than \$5 million dollars. The member counties shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective county. The member counties shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member county. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member county shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member counties shall indemnify and hold harmless each and every other member county of GCBH, including each member county's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of that member county's actions or obligations under this Agreement.

C. GCBH shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable Bylaws of GCBH and consistent with the laws of the member county for any acts or omissions related to the performance of services. GCBH shall name each member county as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member county. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member county. GCBH shall be solely responsible for any deductible amounts required under such policies; however, said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member county(ies). Evidence of such insurance shall be promptly provided to the member county(ies) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member county at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member county of GCBH, including but not limited to, each member county's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member counties have no obligation to indemnify and hold harmless GCBH, including but not limited to, each officer, director, employee, agent and representative; except for member county's own omissions or neglect.

F. The member counties agree that in all agency delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

G. Each Director and Alternate Director of the Governing Board and member of the Operational Board shall be a covered insured by GCBH for any and all official acts performed by such individual.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Governing Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH.

ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Governing Board shall establish and maintain biennial budgets for the operation of GCBH, with advice from the Operational Board.

B. AUDIT REPORT. GCBH, on behalf of the Governing Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of GCBH shall be open to inspection at all reasonable times at the request of the Governing Board Director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Governing Board Director. Said audit of GCBH shall be performed by the Washington State Auditor's Office as required by law. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

CANCELLATION AND WITHDRAWAL

A. CANCELLATION. A member county's participation in this Agreement and in GCBH may be involuntarily cancelled for cause at any time by an affirmative vote of three quarters (3/4) of the entire Governing Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Governing Board,
2. failure to meet applicable regional goals and standards in a good faith effort, as set forth by the State of Washington and the GCBH Governing Board,
3. failure to notify the Governing Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health or other contract, or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six (6) months after the date of Governing Board action unless a different period is otherwise determined by the Governing Board. Until the effective date, the cancelled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three (3) month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. INITIAL CONTRACT APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the initial contract between the State of Washington and GCBH. Any member county not approving the initial or renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from any liability occurring after termination under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice to its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five (5) calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of a majority of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 12

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Governing Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against GCBH. The Governing Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims and if applicable divide all assets in the manner set forth in the bylaws.

ARTICLE 13

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its Director of the respective member county at such addresses as may be given in writing to GCBH.

ARTICLE 14

AMENDMENTS

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 15

PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 16

ENFORCEMENT AND VENUE

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH Governing Board prior to commencement of any such action.

ARTICLE 17

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the sixty (60) day period.

ARTICLE 18

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law

ARTICLE 20

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 23

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this ____ day of _____, 2009.

ASOTIN COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Asotin County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

BENTON COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Benton County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

COLUMBIA COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Columbia County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Franklin County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

GARFIELD COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Garfield County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

KITTITAS COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Kittitas County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

KLICKITAT COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Klickitat County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

SKAMANIA COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Skamania County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this ____ day of _____, 2009.

WALLA WALLA COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Walla Walla County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this _____ day of _____, 2009.

WHITMAN COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Whitman County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

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**INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA
BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 1, 2006. This agreement is signed on this ____ day of _____, 2009.

YAKIMA COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of
Yakima County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

9:50

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>04/13/2009</u>	Execute Contract	<u>X</u>	Consent Agenda
Subject: <u>Nutrition Ed.</u>	Pass Resolution	<u>X</u>	Public Hearing
Prepared by: _____	Pass Ordinance	_____	1st Discussion
Reviewed by: _____	Pass Motion	_____	2nd Discussion
			Other Business

BACKGROUND INFORMATION

This is a renewal of contract signed last year.
Resolution No. 08 459 dated April 14, 2008

SUMMARY

WSU Extension forms partnerships with multiple community agencies to provide nutrition education each year for people who are eligible for the Supplemental Nutrition Assistance Program (SNAP) through the WSU Food \$ense program. WSU Extension would like to continue providing these services to the public.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE WSU INTRODUCTORY LETTER, AGREEMENT AND LETTER OF SUPPORT REGARDING FOOD STAMP NUTRITION EDUCATION.

WHEREAS, the Board desires to enter into an agreement with Washington State University to provide support for the delivery of nutrition education and services; and

WHEREAS, the board confirms the intent to provide non-federal public funds in the form of allocation of secretary time as matching funds for the Food Sense Nutrition Education;

NOW THEREFORE

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman to sign Letter and Agreement with Washington State University for the Food Stamp Nutrition Education Program.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**Introductory Letter and Agreement
for COUNTY GOVERNMENTS
Supplemental Nutrition Assistance Program Nutrition Education**



WSU Extension forms partnerships with multiple community agencies to provide nutrition education each year for thousands of people who are eligible for the Supplemental Nutrition Assistance Program. Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed), part of WSU *Food \$ense*, is funded as an administrative expense of the Supplemental Nutrition Assistance Program (SNAP). WSU contracts with DSHS, the state SNAP agency, and is reimbursed for 50 percent of actual costs, including costs documented by third party partners. The reimbursement is the federal share that covers WSU's costs to provide the program. Third party cost share partners do not receive reimbursements.

Partners enter into an agreement with WSU and are responsible for claimed cost share. Local cost share must adhere to the same cost policies and requirements as those under the federal share. Regulations for SNAP require that all administrative expenses be cost shared with *state or local government funds*. The government funds must not be from federal sources and must not be matched to other federal funds. Government funds are those raised by taxes, levies and enterprises of governments and appropriated for the public good. For the purpose of this program, federal funds never lose their identity.

Federal requirements must be met for both the federal share of expenses and the matching funds. Local WSU faculty and staff assist community partners in meeting the fiscal requirements by providing instructions and worksheets and answering questions. The cost principles are specified under OMB Circulars A-87, A-21, and A-122. Allowable costs are also defined by Food and Nutrition Service (FNS) departmental rules at 7 CFR 3016 and SNAP rules at 7 CFR Part 277, and the SNAP Guidance.

Extension's community partners document the value of their matching public funds as a best estimate on the Letter of Support, using provided worksheets for details. Community partners document actual, after-the-fact contributions quarterly with a Letter of Verification and supporting details.

Partner agencies agree to maintain records of their SNAP-Ed cost share funds for audit for six years. WSU programs are subject to federal, state, and internal audits.

LETTER OF AGREEMENT FOR NUTRITION EDUCATION

Contingent on the award of federal funds, WSU *Food \$ense* will provide education and other services as outlined in the SNAP-Ed State Plan. In consideration of those services and the opportunity to participate in the program, the county/agency named below is agreeing to enter into Letter of Support (attached) and to keep and provide the records and services outlined in this Introductory Letter and Agreement.

I. PURPOSE & SCOPE

This is an agreement between Washington State University Extension and Benton County to provide support for the delivery of nutrition education for the residents of Benton County who are SNAP eligible.

This agreement:

1. Identifies the roles and responsibilities of each party for this activity.
2. Confirms the intent of WSU to provide nutrition education services to residents of Benton County who are SNAP eligible.
3. Confirms the intent of Benton County to provide non-federal public funds as matching funds detailed in the Letter of Support to increase nutrition education for eligible county residents.
4. Supports WSU's contract with the Department of Social and Health Services to deliver nutrition education for Basic Food (SNAP) eligible persons, including adults and youth.

II. UNDER THIS AGREEMENT WASHINGTON STATE UNIVERSITY WILL:

1. Develop a plan for the delivery of the nutrition education.
2. Hire, supervise and train staff to deliver the nutrition education program.
3. Provide travel costs, demonstration supplies and printed materials for nutrition education classes.
4. Provide technical assistance in preparing required documentation.
5. Maintain enrollment records of clients reached, and evaluate the impacts of the nutrition education intervention.
6. Report to Benton County officials regarding the outcomes and impacts of its programs.

III. UNDER THIS AGREEMENT Benton COUNTY WILL:

1. Maintain records of matching fund contributions for audit for 6 years.
2. Provide the following as detailed in the Letter of Support (check all that apply):
 - Provide County Extension staff to support the delivery of nutrition education classes.
 - Provide space for WSU faculty and staff who work in the nutrition education program.
 - Provide other goods and services for use by the nutrition education program.
 - Other (describe) _____

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification: This agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
2. Termination: This agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination.
3. Each party to this agreement shall be responsible for its own acts or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and omissions of those not a party to this agreement and each party shall indemnify and hold the others harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents.

V. FUNDING

This agreement is contingent on the award of federal funds. This agreement does not include the reimbursement of funds between the two parties.

VI. EFFECTIVE DATE AND SIGNATURE

This agreement shall be effective upon the signature of Washington State University and a Benton County authorized official. It shall be in force from October 1, 2009 to September 30, 2010.

Washington State University and Benton County indicate agreement by their signatures.

Daniel G. Nordquist, Director, OGRD/APSP

Name/title: Max Benitz, Jr. Chair

Washington State University

County: Benton

Signature Date

Signature Date

This material was funded by USDA's Supplemental Nutrition Assistance Program. The Supplemental Nutrition Assistance Program provides nutrition assistance to people with low income. It can help you buy nutritious foods for a better diet. To find out more, contact your local Department of Health and Human Services office.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800)795-3272 (voice) or (202)720-6382 (TTY). USDA is an equal opportunity provider and employer.

Letter of Support for FY 2010

Washington State University

Food \$ense (SNAP-Ed)*

County/Agency: Benton County Extension

Food \$ense Program: Benton

Must be attached to Letter of Agreement.

Program Year: 2009-2010

PROPOSED IN-KIND CONTRIBUTIONS

BUDGET CATEGORY Attach worksheets with details.		Contribution - \$ Amount
SALARIES AND WAGES - include FTE % or hourly rate		
Administrative Secretary 2% of 34,728	694.56	
	\$	
	\$	
	\$	
SUBTOTAL SALARIES & WAGES		\$ 694.56
BENEFITS - state rate as % of salary		
Administrative Secretary 30%	208.37	
	\$	
	\$	
SUBTOTAL BENEFITS		\$ 208.37
GOODS & SERVICES (list by category)		
Space Use (Worksheet C, E or L)	397.35	
Maintenance & Operations (Worksheet D or L)	635.76	
Data Processing Admin (Computer support services,email, internet, phone and support)	3,234.00	
Copies	24.00	
Office Supplies	200.00	
	\$	
	\$	
	\$	
SUBTOTAL GOODS & SERVICES		\$ 4,491.11
TRAVEL		
Use Worksheet K or list below	0.00	
SUBTOTAL TRAVEL		\$ -
SUBTOTAL DIRECT COSTS _____		\$ 5,394.04
FACILITIES & ADMINISTR. (INDIRECT COST) — * %		\$ -
TOTAL PROPOSED CONTRIBUTION _____		\$ 5,394.04

* Attach a copy of the current negotiated rate.

Please complete:

- Source(s) of government (state, county, city) funds for above expenses: _____
- I attest that the intended contributions of support are government, non-federal funds that have not been used to match other federally-funded programs.
- I certify that I am a fiscal authority authorized to sign this Letter of Support

Max Benitz, Jr. _____ Chair
 Name of Fiscal Authority (type or print) Title Signature

Benton County Commissioners _____
 Organization Date

PO BOX 190, Prosser, WA 99350 _____ 509-786-5600
 Address (Street, City, State, ZIP code) Phone Number

*Supplemental Nutrition Assistance Program - Nutrition Education

10:05 AM

FEDERAL GRANT
REPRESENTATION

Commissioner Bowman

10:20

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: April 13, 2009 Subject: Work Release Facility Prepared By: Julie Thompson Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>XX</u>	Consent Agenda Public Hearing 1st Discussion <u>XX</u> 2nd Discussion Other

SUMMARY

Sheriff Larry Taylor recommends that Benton County move forward on the next phase of determining the feasibility of a 100 bed Work Release Facility to be located over the existing salle port of the "New" Jail structure built in 2003. He and other members of Benton County see the benefits of a larger facility and are seeking approval of the Board to move forward on the funding of an architect to provide the one line drawings needed to determine the actual construction costs.

Attached are a costs analysis of operating a larger work release program, estimated construction costs and two Auto Cad drawing providing a basic concept for a 100 bed Work Release Facility to be located over the existing salle port.

RECOMMENDATION

Approve funding for the cost of an architect to provide one line drawings to determine the actual costs, including the engineering costs, of a new Work Release Facility over the existing salle port.

FISCAL IMPACT

To be determined

Benton County Work Release Program Cost Analysis

Estimated Work Release Budget \$ 990,491

Estimated Revenue \$ 993,384

Based on inmate usage and rate schedule below

Estimated Construction Cost \$ 2,700,000

No ROI but an increase in the depreciation amount charged

Unknown cost at this time for the supporting structure (Salle Porte)

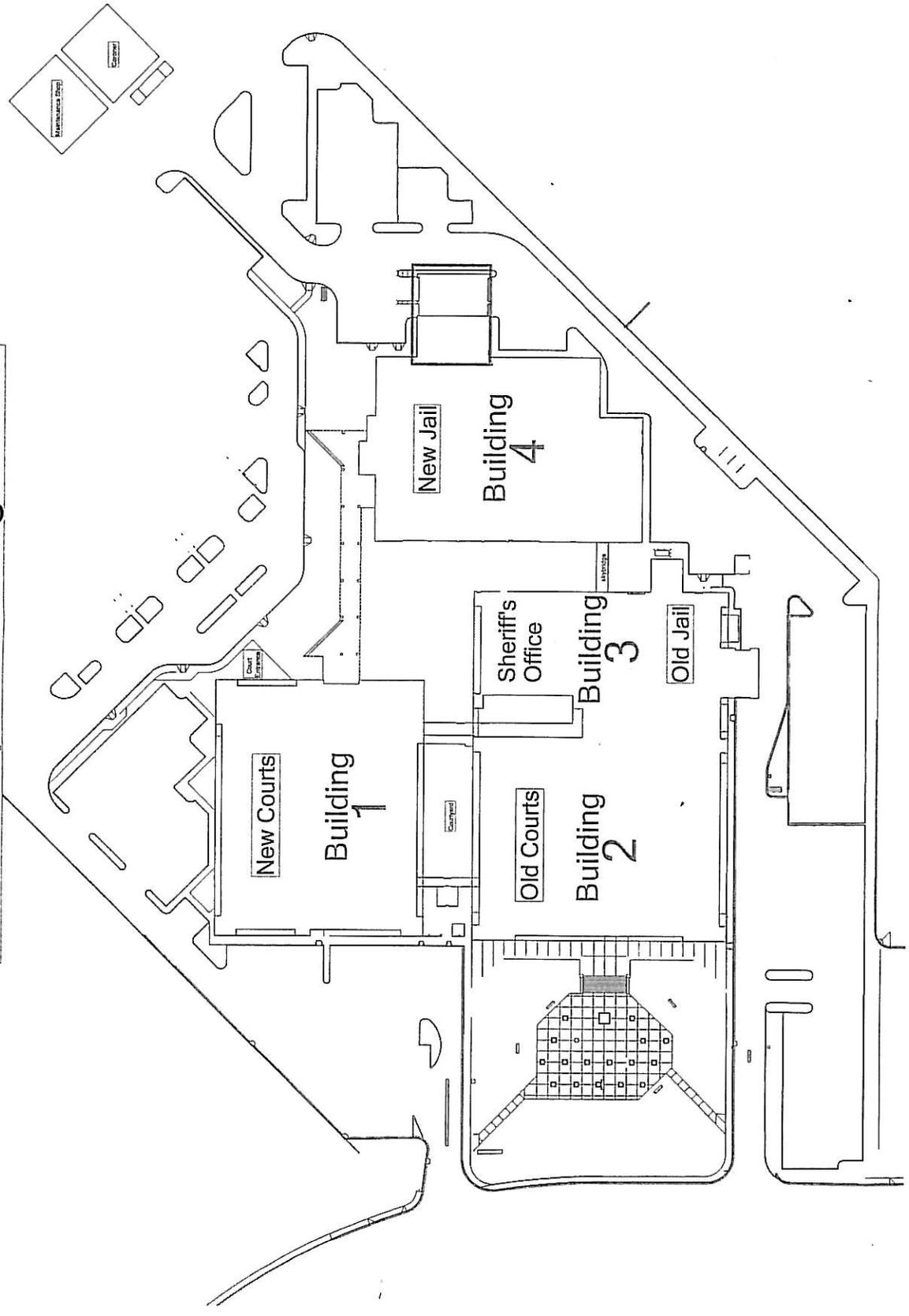
Construction cost above includes furniture, fixtures, and equipment

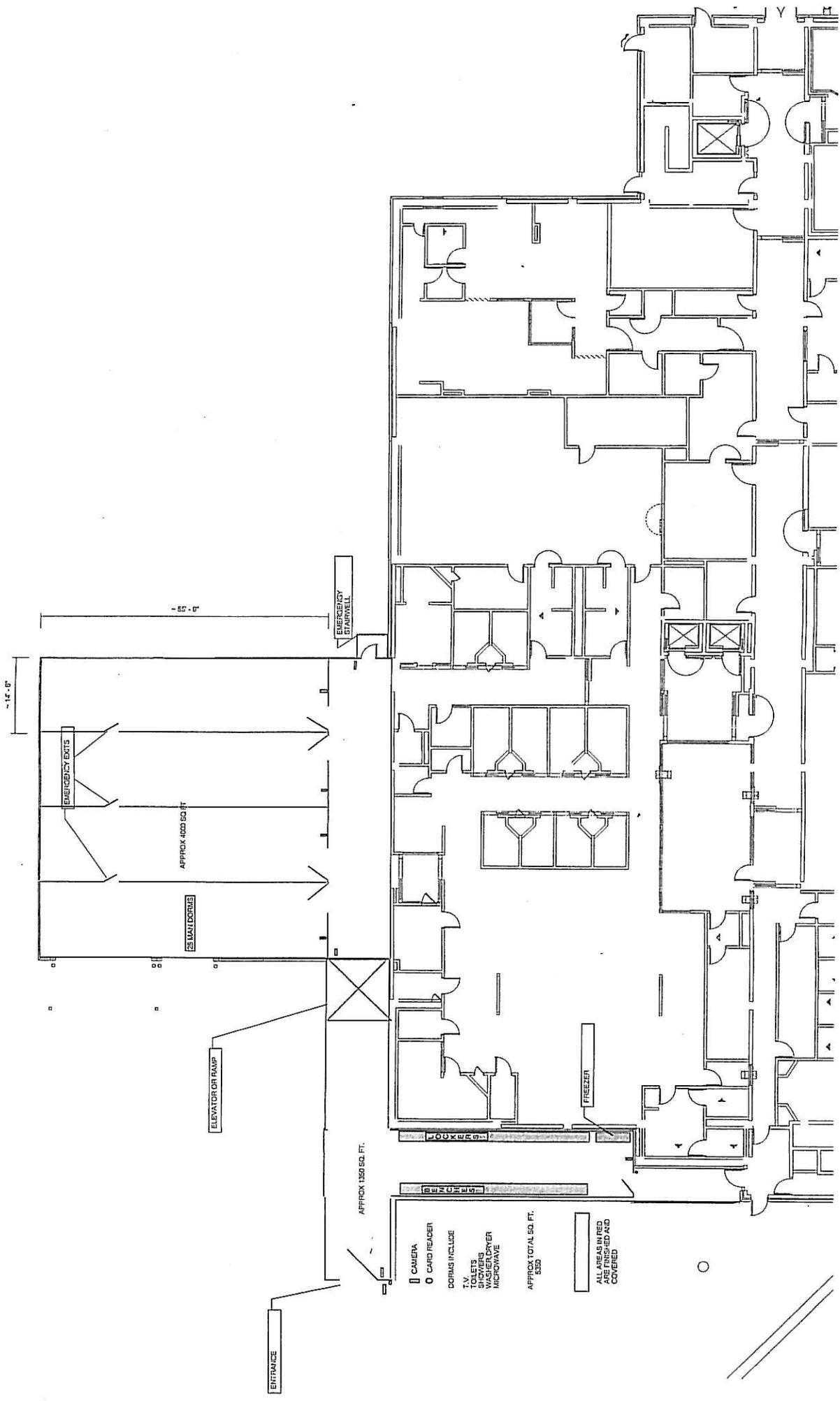
Inmate Usage and Rate Schedule

Operation & Maintenance Budget	365 Bed				Inmate	
	Beds	Days	Occupancy Percent	Bed Usage	Rate	Revenue
\$ 990,491	126	45,990	90%	41,391	\$ 24	\$ 993,384
\$ 990,491	126	45,990	85%	39,092	\$ 26	\$ 1,016,379
\$ 990,491	126	45,990	80%	36,792	\$ 27	\$ 993,384
\$ 990,491	126	45,990	75%	34,493	\$ 29	\$ 1,000,283
\$ 990,491	126	45,990	70%	32,193	\$ 31	\$ 997,983



Benton County Justice Center Campus Buildings





EMERGENCY EXITS

APPROX. 4000 SQ. FT.

EMERGENCY STAIRWELL

ELEVATOR OR RAMP

APPROX. 1320 SQ. FT.

FREEZER

- CAMERA
- CARD READER
- DORMS INCLUDE
 - T.V.
 - REF.
 - SHOWER
 - WASHER DRYER
 - MICROWAVE

APPROX. TOTAL SQ. FT. 1320

ALL AREAS IN RED SHADING ARE COVERED

10:50 AM

CAPITAL FACILITY PLAN
SPACE NEEDS ANALYSIS

Commissioner Benitz