

**May 27, 2008**

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

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
April 30, 2008, 2:00 p.m.  
Commissioners' Conference Room  
Benton County Justice Center  
Kennewick, WA

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

**Benton County Employees Present:** Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Public Works Director Ross Dunfee; Facilities Manager Roy Rogers; Bryan Perry, Safety Coordinator; Melina Wenner, Personnel Manager; Jeff McKenzie, Maintenance Supervisor; Denise Gerry, Office Manager; and Adam Fyall.

#### Kennewick Irrigation District Board Interviews

The following questions were asked:

1. Why do you want to be on the Board?
2. Can you commit to participating in a director capacity as needed (as many as four to five meetings per month plus meeting participation)?
3. What experiences with local, state, and/or federal government agencies have you had that would benefit your performance in the KID's future?
4. What direction do you feel is best for the future of the KID? In five years? In ten years? Why do you recommend this direction?
5. How long have you been a customer of the KID and in what capacity have you interacted with the KID?
6. Do you have any personal issues, interests, passions that could possibly conflict with this position or influence your ability to impartially make decisions on behalf of the KID for the good of all District residents?

#### Candidate - James Diecker

1. He said he had a long federal career and was ready to complete some public service. KID is a rapidly growing area and water resources will become a scarcity that will need to be better managed. He said he was concerned about expenses exceeding the revenues and wanted to use his skills as a management analyst to improve efficiencies.
2. He said he was retired and had no scheduling conflicts.

3. He said he had local experience as treasurer of a local homeowners' association. He said much of the work for the federal government was observing local experiences and included interaction at all levels of federal. He indicated he was comfortable meeting with groups.
4. He indicated it was his perception they needed a master plan to guide them for the next five to 10 years and the budget process may need to be refined in a more businesslike and efficient manner.
5. He said he has been a customer for two years and interacted with the engineer. He said he was flooded out and received a favorable response from their insurance company and his overall impression has been good.
6. He said he did not have any conflicts or personal issues that he would want to pursue and his objective was to treat everyone equitably and fairly.

Candidate - Gene Huffman

1. He said that KID had a vision of taking LID's and combining them to make the system more efficient and he met with Mr. Grover to see how he could get involved. He indicated there was so much grant and environmental money available to help offset costs and he wanted to perform public service.
2. He indicated he had no scheduling conflicts or other obligations.
3. He said he worked with the water resources board and while on the school board had to work with the State of Oregon and federal legislators.
4. In five years, begin piping the water and in 10 years complete the process if grants are received.
5. He said he was not obligated to anyone and owned four pieces of property.

Candidate - Marc Stevenson

1. He said he had been a member of KID for 3 years, lived in Finley, and wanted to be on the Board to have value and quality for what was paid for.
2. He said he was retired so his time was his own.
3. He said he worked at Hanford for 25 years as an engineer and worked with the Dept. of Ecology, EPA, and Clean Air Authority on a tri-party agreement.
4. He said it was his goal that existing members continue to get water and the price not go up too much.
5. He indicated he had been a KID customer for three years, attended a couple of meetings, voted, talked to the ditch guy, and walked by the ditch on his property everyday.
6. He said he was not a member of any board that would be a conflict and that he just wanted the right things to be done.

Candidate - Matt Strong

1. He said it was not for fortune and fame. However, he had the experience with water and utility distribution with the Los Angeles School District and had to interface with

- municipalities and wanted to assist KID for the future with his knowledge and experience.
2. He said he works 40 hours but that Tuesdays were available, as well as evenings.
  3. He indicated he had experience with local, county and state working for the school district as a consultant and coordinator to ensure water distribution occurred on time. He said he was aware of issues that arise with new construction for residential, business, and agriculture.
  4. His goal would be to have KID financially solvent with less consumer complaints.
  5. He said he was a customer from 1991 to 1994 and has been again for the last two years. He experience with KID has been as a residential user and limited to receiving and paying the bill on time.
  6. He stated he did not have any personal issues or investment interest that would sway his decisions and his personal contribution would be impartial.

The Chairman said the Board would make a decision at 1:15 p.m. on Monday, May 5, 2008 at the regular board meeting.

The Board recessed, reconvening at 3:00 p.m.

### **Fairgrounds Master Site Plan**

Chairman Oliver discussed the master site plan and said the Fair Association had been a good partnership with improvements made to the grounds. He said with the infrastructure study underway, it helped outline a pathway for the master plan.

Steve Lancaster and Lori Lancaster, Fair Association, said they would like to explore running the fairgrounds the full 12-months and wanted to discuss future improvements that needed to be completed. Ms. Lancaster said it was the Fair Association's 60<sup>th</sup> Anniversary and they wanted the Fairgrounds to be successful for all stakeholders. She indicated the Fair Association now had 5013c status and were eligible to apply for grants, and wanted come up with some common goals with the County, whether it remained a leaseholder or whether it become a partner.

Commissioner Benitz agreed it had been a good partnership and discussed the policies and procedures that should be incorporated for the Fair Association. He said he would entertain a proposal from the Fair Association and indicated it should be fleshed out fairly well regarding the legal issues, liability for county property, and employees.

Red Rutherford, Kennewick, discussed the desire of his group to promote an antique car museum. He said they had \$700,000 worth of vehicles that they could donate to be viewed at museum, along with a Railroad exhibit, and they just needed a place and money to build the museum.

Cliff Schillinger, Horse Racing, said attendance was up, but betting was down. He indicated he wanted to see the proposal by the Fair Association before he bought into the concept. He discussed his concerns about previous relationships with the Fair Association and also discussed his concerns about his contract with the County.

Chairman Oliver said the quilting museum was looking for a place to land and he also wanted to explore the relocation of the WSU Benton County Extension.

Steve Lancaster said they were open to all suggestions and wanted to do whatever it could to make a bigger draw to the Fairgrounds. Lori Lancaster said that agriculture was at the core mission of the Fair and they want to educate how important it was to Benton County.

The Board unanimously agreed to entertain an offer from the Fair Association and instructed Mr. Sparks to work with the Fair Association on the concept and issues.

The Board briefly recessed, reconvening at 3:45 p.m.

### **Animal Control Issues**

Adam Fyall said the Task Force had made recommendations regarding animal control and adoption of an ordinance and the County had resolved the dangerous dogs issue by signing a contract with the City of W. Richland. Additionally, he said there had been discussions with the City of W. Richland about expanding the city/county partnership.

Layne Erdman, City of W. Richland Police Chief, said their current facility had a seven-dog and nine-cat maximum and were really at their limit with their current shelter. He said in order to expand their services they would need an additional facility. He indicated the City Counsel and Mayor had agreed to start conversations with the County on services and a facility.

Commissioner Benitz said the County had to first decide whether it wanted a leash law in Benton County and to come up with a policy decision on what to do in rural Benton County.

Commissioner Bowman said the biggest problem was strays and he looked forward to a discussion regarding a joint facility. He said he was ready to move forward and discuss the issue and encouraged staff to provide Mr. Erdman with findings and recommendations of the committee.

Chairman Oliver said it was not necessary to have a leash law, but wanted staff to work on a compatible ordinance, with the exception of a leash law, and also discuss personnel needs, vehicles needed to respond, facility impacts, funding requirements, spay and neuter and adoption programs.

Ryan Brown said the vast majority of the issues were policy issues, but the County had to agree if it wanted to regulate that people have their dogs under control.

The Board agreed to have David Sparks and Adam Fyall meet with West Richland to discuss a cost proposal and then draft an ordinance for Ryan Brown to review.

The Board meeting adjourned at 4:25 p.m.

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Clerk of the Board

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Chairman

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
May 5, 2008, 9:00 am.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Clerk Josie Delvin; Deputy Clerk Jackie Hill; Treasurer Duane Davidson; Lisa Small, Commissioners; Planning Manager Mike Shuttleworth; Public Works Director Ross Dunfee; Judge Bob Ingvalson; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; Pat Powell, Auditor; Central Services Manager Randy Reid; Sheriff Larry Taylor; PA Andy Miller; Larry Moser, Norm Childress, Steve Becken, and Bryan Thorp, Public Works.

#### Approval of Minutes

The Minutes of April 28, 2008 were approved.

#### Review Agenda

Ross Dunfee requested the Public Works Trust Fund Loan Agreement Amendment be included on the consent agenda. He indicated the current contract expired on June 7 and the project was still under construction. Commissioner Benitz requested the item be discussed under other business.

#### Consent Agenda

**MOTION:** Commissioner Benitz moved to approve the consent agenda items "a" through "1", Commissioner Bowman seconded and upon vote, the Board approved the following:

##### Assessor

- a. Service Contract w/Automatic Funds Transfer Services

##### Commissioners

- b. Older Americans Month Proclamation
- c. Contract Award for Official County Newspaper

### Facilities

- d. Blanket Service Agreement w/Signs Now
- e. Blanket Service Agreement w/Sierra Electric, Inc.
- f. Contract w/Industrial Equipment Solutions, Inc.

### Fairgrounds

- g. Rescinding Lease Agreement w/Go Play Outside Alliance of WA
- h. Lease Agreement w/Washington Department of Fish & Wildlife

### GIS

- i. Agreement w/WA State Dept of Transportation for Orthophoto Project

### Prosecuting Attorney

- j. Settlement Agreement w/Teamsters Local 839

### Sheriff

- k. Line Item Transfer, Fund No. 0000-101, Dept. 121

### Superior Court

- l. Interagency Agreement w/State of Washington Administrative Office of the Courts

### **Public Hearing – SHPA 08-04**

Mike Shuttleworth said the applicant was requesting the Board grant his appeal to the Short Plat Administrator's finding that a 40-foot private road easement be provided and the easements be placed at least 15 feet from property lines. He said the Planning Department recommended the Board approve the applicant's request to serve the proposed short plat with a 20-foot private road easement and the proposed private road easements be located without a setback requirement.

### Testimony

Michael Grimes, applicant, spoke in favor of the appeal and said he was trying to complete the short plat process before closing on the sale of the property.

As there was no one else present to testify, public testimony was closed.

**MOTION:** Commissioner Benitz moved to approve the appeal of Michael Grimes as recommended by the Planning Department. Commissioner Bowman seconded and upon vote, the motion carried.

### **Other Business**

#### Afternoon Session

Commissioner Benitz indicated he would need to be excused from the afternoon session because he would be attending a meeting with DOE on the potential closure of Rattlesnake Mountain site. Additionally, he stated that Adam Fyall would also be attending the meeting.

#### KID Appointment – Discussion

Commissioner Benitz said he recommended Matt Strong to the KID appointment since he had the most knowledge of irrigation districts and water resources. Commissioner Bowman said he

agreed for the same reasons, including the apparent enthusiasm he had for addressing those issues. Chairman Oliver said he agreed as well.

### **Storage/Facilities Update**

Commissioner Bowman said he was in favor of Option A (3<sup>rd</sup> floor Administrative Building) since it was smart business, regardless of what it was used for. He expressed concerns about Option B (Health Building Renovation), including staffing and accessibility and indicated he was not in favor of it.

Commissioner Benitz said he was ready to move forward on the Administrative Building with the 3<sup>rd</sup> floor option and also was not in favor of Option B because he was looking for centralized services at the Justice Center Campus. Additionally, he indicated he wanted to move forward with remodeling the Courthouse and also wanted an option to shell in another floor above the courtroom facilities.

Chairman Oliver asked about the current storage needs and the Board agreed the empty space at the new Health District building would handle the current storage needs. Chairman Oliver said he was also in favor of the Administrative Building with the 3<sup>rd</sup> floor option and moving forward on the Courthouse remodel.

**MOTION:** Commissioner Benitz moved to approve hiring an architect to complete one-line conceptual drawings for the new administrative building with the 3<sup>rd</sup> floor (Option A) and Courthouse remodel. Commissioner Bowman seconded and upon vote, the motion carried.

### **Public Hearing – Supplemental Requests**

Linda Ivey presented supplemental requests to cover the cost of the rebanding and upgrade project for the 800 MHz phones.

As there was no one present to testify, public testimony was closed.

**MOTION:** Commissioner Benitz moved to approve the Supplemental Appropriation to Current Expense, Dept. 120, in the amount of \$36,325. Commissioner Bowman seconded and upon vote, the motion carried.

**MOTION:** Commissioner Benitz moved to approve the Supplemental Appropriation to Current Expense, Dept. 121, in the amount of \$324,539. Commissioner Bowman seconded and upon vote, the motion carried.

### **Year-End Cash Carry Forward**

Linda Ivey presented the Current Expense cash carry forward balance ending December 31, 2007. Additionally, she discussed the current budget policy and procedures for operating transfers, including Park Development, Jail Revenue – Debt Service Fund, Capital Projects, Fairgrounds Operating, and current supplemental requests.

David Sparks said the minimum fund balance of 13% was 10% for cash flow purposes and 3% for contingencies (murder trials, indigent defense, etc.).

Commissioner Benitz requested the Board withhold the operating transfers to Park Development and Fairgrounds Operating budget for one year in order to more fully address the capital funding needs. He also requested the Board research paying down the bonds.

Commissioner Bowman said he wanted to postpone any further decision on operating transfers to Park Development and Fairgrounds Operating until after a workshop on these issues.

Chairman Oliver said it appeared the Board was “getting the horse before the cart” since the County had a financial plan based on existing policy. He agreed it was appropriate to address the bonds at the next finance committee meeting and that the County should cash flow the construction. However, he said he was not in favor of changing county fiscal policy overnight without discussion and agreeing to this would delay the building of the courthouse remodel. He said he was in favor of proceeding with the existing budget policy and reviewing bond issues.

Commissioner Benitz said he was in favor of scheduling a workshop and indicated there were enough funds in place to operate the Fairgrounds. Commissioner Bowman said it was not his intent to delay the process, but the Board needed to have a discussion on whether it wanted to change policy.

#### **Request for Supplemental Appropriations**

The Board agreed to go to public hearing on the following supplemental appropriations:

Central Services, \$16,726  
Prosecuting Attorney, \$5,575  
Sheriff Administration, \$5,575  
Sheriff Custody, \$5,576  
Office of Public Defense, \$586,063  
Superior Court, \$12,700  
Central Services, \$3,810  
Central Services, \$7,880  
Central Services, \$23,340  
Homeless Housing & Assistance, \$272,600  
Clerk Collection Fund, \$40,767  
Central Services, \$9,300

#### **Horse Heaven Hills Irrigation Concept**

Mr. Fyall reported that everything was on track to get the proposal to the Department of Ecology on time and the Board should see a draft this week from Mr. McClure.

The Board briefly recessed, reconvening at 10:05 a.m.

## Criminal Justice Sales Tax

Sheriff Larry Taylor and PA Andy Miller presented the Criminal Justice Sales Tax Proposal Summary and requested the Board authorize the issue go to a vote of the people in the general election in November. They presented two ballot measures for consideration and said all four municipalities supported the plan and they personally endorsed it. Sheriff Taylor said the figures had some inaccuracies but would be adjusted.

The following individuals spoke in favor of the plan: Pat Austin (on behalf of the Superior Court Judges); Judge Bob Ingvalson; Richland Police Chief Corsi; W. Richland Police Chief Erdman; Prosser Police Chief McCullough; and Ray Gonzales, Office of Public Defense.

Commissioner Bowman said a constituent had asked him why inflation did not take care of these issues. Sheriff Taylor responded that it was several things, including I-695, I-747 and unfunded mandates from the State, but that meth had a lot more adverse effects (i.e. medical, custody and court costs) because it was so highly addictive. He stated that expenses had far outpaced the revenues.

Commissioner Benitz said he agreed the figures needed to be worked out, but was in favor of Resolution (version 1).

Chairman Oliver said he wanted to address some upgrades, have staff evaluate the programs, and get some more community input before making a decision, but that it would not cause a long delay. Mr. Miller said the budget would not affect the plan. Additionally, he said the emails he sent out in response to Commissioner Oliver regarding alternative sentencing and work release were not part of this package.

Commissioner Bowman said he thought version 2 was the most appropriate because the emphasis was on improving law and justice and public safety.

**MOTION:** Commissioner Bowman moved to approve the resolution calling for the placement on the ballot of a proposition for an increase in sales and use tax for funding law and justice needs in Benton County (version 2). Commissioner Benitz seconded.

### Discussion

Chairman Oliver said he believed there was more homework to be done and there was a discrepancy on numbers.

Sheriff Taylor said the plan as presented would be the plan that was used, even if the numbers needed to be worked since they were only estimates. He said the plan had been researched with a lot of time and effort and would remain as presented. The Sheriff stated the ballot title was clear and they needed time to get out and raise money for a campaign to educate the public. He said if Commissioner Oliver were truly interested in supplying mental health services, he would support the plan as written.

Chairman Oliver said he thought it should be changed to include mental health services in the jail.

Commissioner Benitz requested that discussion be stopped and the vote be taken. Chairman Oliver said he would not oppose the vote being taken.

Upon vote, the motion carried with Chairman Oliver opposing.

### **Mental Health Jail Services**

Chairman Oliver read a statement into the record, requesting the Board use current funding to support additional mental health services in the jail. He identified the following possible sources of funding: Human Services fund, Inmate Benevolence fund, and 1/10% Criminal Justice tax fund

Gordon Bopp, Washington NAMI President, discussed the need for increased services and urged the Commissioners to immediately provide services in the jail, if funds were available.

Melody Otness, Benton-Franklin County NAMI, read a letter into the record that expressed the concerns of a mother of a mentally ill child and his experience with the jail system. She spoke in support of treatment for mentally ill in the jail.

Lt. Cathy Daniels, also a member of NAMI, said she saw the following consistencies among inmates: lack of education, lack of job skills, substance abuse, and some were mentally ill. However, she expressed concern over the accuracy of high numbers being quoted about mentally ill in the jail. Lt. Daniels said inmates fund the Benevolence Fund and should have a say in what it covers. She said she believed the mental health program needed improvements, but that not all the money should go to mental health. Additionally, if you truly want to reduce recidivism, all programs need to be funded.

Sheriff Taylor stated the Benevolence Fund had to be spent for the better of the inmates and be approved by the PA's office.

Chairman Oliver asked the Board if it was agreeable to have staff review funding to see if the program could be funded. Commissioner Bowman said he did not know the details or concept of the program, but was agreeable to more analysis once there was a plan in place.

Commissioner Benitz said the Bi-County Boards unanimously agreed to move forward with reviewing the Consolidated Crisis Response Center and then address this issue. He said he wanted to stay the course and continue the review of the CCRC.

Chairman Oliver said it appeared that two commissioners were in favor of an analysis to see if there was sufficient funding for mental health services in the jail right now. Commissioner Bowman stated he did not think the Board could make a funding analysis before it knew what the plan was. Chairman Oliver said the plan was the same as submitted for the criminal justice plan and he believed there was funding available right now.

Andy Miller said the plan had to come from the Sheriff since it would be implemented in the jail and the PA's office would have some involvement since there may be restrictions. He indicated his office would like some constructive help in implementing the plan, but the primary staff should be the Sheriff and PA, with technical assistance from the Commissioners' office.

### **Continued Public Hearing – Six-Year Road Program**

Commissioner Benitz said he could not approve the program without the capital projects funding identified. Additionally, he requested the program include safety improvements and emergent projects. Commissioner Bowman said he could adopt the program as presented, with the safety improvement line item funded.

**MOTION:** Commissioner Bowman moved to approve the Comprehensive Six-Year Road Program 2009-2014, with the modifications for the safety and emergent projects in the amount of \$60,000. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

### **Unscheduled Visitors**

Brian Kjensmo, Gun Show Promoter, expressed his concern to the Board about the increased insurance limit requirements and cancellation of the fall event at the Fairgrounds. He indicated that throughout the entire region, no one was requesting more than the \$1million/\$2 million limit for all the shows they have. He said they have never had a claim and there is no claims history in the industry to document the requirement. He said they were put in a high-risk category that was not comparable and with no basis to do so. He said the increased costs will prohibit them from doing business in Benton County and common sense should prevail. Additionally, he said he agreed to have armed security at the event, at his cost.

Jim Egan, attorney, said the \$1/\$2 million limit was standard and they have come to the conclusion that Benton County doesn't want to have a gun show. In addition to the insurance requirements, they are paying \$3,000 for a building that is being offered to a car show at \$1500. Mr. Egan asked that the limits be reduced since there was no basis for the increase.

Commissioner Benitz said he was not opposed to the gun show, but was abiding by a policy that was put in place by all three commissioners.

Commissioner Bowman said there was not a screening process in place and that some other shows require only licensed dealers to attend, not the general public.

Chairman Oliver said he did recommend the Board approve the reduced insurance requirements, but the other board members did not agree.

## **Other Business**

### **Public Works Trust Fund Loan Agreement - Amendment**

**MOTION:** Commissioner Bowman moved to approve the resolution for the Public Works Trust Fund Loan Agreement Amendment. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

### **Executive Session –Litigation – George A. Grant, Inc.**

The Board went into executive session at 12:30 p.m. with DPA Eric Hsu regarding potential litigation for approximately five minutes. Commissioner Benitz was absent. Also present were David Sparks, Ryan Brown, Roy Rogers, Loretta Smith Kelty, and Cami McKenzie. The Board came out of executive session at 12:34 p.m. No decisions were made.

**MOTION:** Commissioner Bowman moved to approve the resolution authorizing the Board approve the mediated settlement agreement for the construction dispute between Benton County and George A. Grant, Inc and authorize the Chairman to sign the mutual release as attached. Chairman Oliver seconded and upon vote, the motion carried.

The Board recessed at 12:40 p.m., reconvening at 1:20 p.m.

### **Kennewick Irrigation District Appointment**

**MOTION:** Commissioner Bowman moved to approve Matt Strong to Director for Position #2 with the Kennewick Irrigation District. Chairman Oliver seconded.

### **Discussion**

Chairman Oliver said that Commissioner Benitz had stated earlier in the meeting that he also recommended Matt Strong. Upon vote, the motion carried.

The Board briefly recessed, reconvening at 1:30 p.m.

### **Ordinance 445 – Red Mountain Workshop**

Mike Shuttleworth and Phil Mees discussed the matrix outlining the differences between the existing GMA Agricultural District and the Red Mountain Agricultural District.

Mr. Mees said that when making changes to the agricultural district, they want to solve the problem in the GMA Agricultural District regarding wineries, without creating problems for the Red Mountain planning process. He said the matrix outlined the changes in the GMA Ag District so it didn't constrain the wineries. At the same time, the Red Mountain group does not want wineries without vineyards, to avoid wines being sold that were not predominately Red Mountain grapes.

Ryan Brown said the immediate issue before the Board was timing. Ordinance 445, amending GMA Ag District, that includes a whole bunch of the County, including Red Mountain, shrunk the requirement for the entire county by putting in restrictions for Red Mountain, arguably to the detriment of those not in the Red Mountain. He said if the Board moved forward with the GMA Ag District to the Planning Commission, there would be a large gap between the two. Mr. Mees said they could be run on parallel tracks to the Planning Commission so they finished at the same time.

The Board discussed Commissioner Benitz' concern, believed to be his desire to "undo" the restrictions imposed by Ordinance 445.

The Board agreed to hold another workshop on May 27 to discuss the issues and asked the Planning Department to continue to move ahead with working both the GMA Ag and Red Mountain issue.

Mr. Gamache, property owner on Red Mountain, said they had started the process, but got shut down because they didn't have a vineyard. He said they were trying to figure out how to proceed with their business plan to build a winery and move forward with the vineyard. He said the problem is a small group on Red Mountain set standards for the whole county and the issue is not whether they can put in a vineyard, but whether it can be irrigated.

**Executive Session – Potential Litigation**

The Board went into executive session at 2:02 p.m. with Eric Hsu for approximately 10 minutes to discuss claim CC 08-09. Also present were Melina Wenner, David Sparks, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out of executive session at 2:14 p.m. No decisions were made but direction was given.

**George A. Grant, Inc. – Mediated Settlement - Continued**

Mr. Hsu said there was an error on the resolution that was approved because the mutual release was not attached.

**MOTION:** Commissioner Bowman moved to approve the resolution authorizing the Board to approve the mediated settlement agreement for the construction dispute between Benton County and George A. Grant, Inc and authorize the Chairman to sign the mutual release as forthcoming. Chairman Oliver seconded and upon vote, the motion carried.

**Vouchers**

Check Date: 05/02/2008  
Warrant #: 896809-897026  
Total all funds: \$1,327,355.26

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

## Resolutions

- 08-487 Service Contract w/Automatic Funds Transfer Services
- 08-488 Older Americans Month Proclamation
- 08-489 Contract Award for Official County Newspaper
- 08-490 Blanket Service Agreement w/Signs Now
- 08-491 Blanket Service Agreement w/Sierra Electric, Inc.
- 08-492 Contract w/Industrial Equipment Solutions, Inc.
- 08-493 Rescinding Lease Agreement w/Go Play Outside Alliance of WA
- 08-494 Lease Agreement w/Washington Department of Fish & Wildlife
- 08-495 Agreement w/WA State Dept of Transportation for Orthophoto Project
- 08-496 Settlement Agreement w/Teamsters Local 839
- 08-497 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 08-498 Interagency Agreement w/State of Washington Administrative Office of the Courts
- 08-499 Supplemental Appropriation to Current Expense, Dept. 120, \$36,325
- 08-500 Supplemental Appropriation to Current Expense, Dept. 121, \$324,539
- 08-501 Placement on the Ballot of a Proposition for Increase in Sales and Use Tax for funding Law and Justice Needs in Benton County
- 08-502 Approval of Six-Year Road Program 2009-2014
- 08-503 Approval of Short Plat Appeal SHPA 08-04 and SHP 08-04
- 08-504 Public Works Trust Fund Loan Amendment
- 08-505 Appointment to the Kennewick Irrigation District
- 08-506 Approval of Mediated Settlement Agreement Between Benton County and George A. Grant, Inc.

There being no further business before the Board, the meeting adjourned at approximately 2:13 p.m.

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Clerk of the Board

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Chairman

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**COPY**

# RESOLUTION

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

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES WITHIN BENTON COUNTY:

ORDER

WHEREAS, it is necessary that certain precincts in Benton County be changed and divided or combined and new precincts be established to comply with the statutes, now, therefore,

IT IS HEREBY ORDERED that the boundaries of various precincts in Benton County be established as follows:

Precinct Boundary Changes:

A portion of W1-P680 into W1-P681  
 A portion of Union into Miller  
 A portion of Ely into Union  
 A portion of W2-P625 into W2-P620  
 A portion of W3-P555 into W3-P557  
 A portion of W3-P555 into W3-P558  
 A portion of W3-P556 into W3-P559  
 A portion of W3-P515 into W3-P555  
 A portion of W3-P515 into W3-P545  
 River eliminated and consolidated into Columbia  
 Hills eliminated and consolidated into Rattlesnake  
 Trout eliminated and consolidated into Legion  
 Desert eliminated and consolidated into Griffen

A portion of Kiona into Yakima  
 A portion of Kiona into Demoss  
 A portion of Harrington into Red Mountain  
 A portion of Enterprise into Harrington  
 A portion of Weidle into Federal  
 A portion of Weidle into Elk  
 A portion of Clements into Candy  
 A portion of Clements into French  
 A portion of Clements into Shockley  
 A portion of Clements into Liberty  
 A portion of Reata into El Rancho  
 A portion of Badger into Sage  
 A portion of 315 into 286

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

**W1-P680:** Beginning at the intersection of W 1<sup>st</sup> Ave and S Van Buren St; Thence south on S Van Buren St to intersection with W 4<sup>th</sup> Ave; Thence west on W 4<sup>th</sup> Ave to intersection with S Wilson St; Thence south on S Wilson St to intersection with W 8<sup>th</sup> Ave; Thence east on W 8<sup>th</sup> Ave to intersection with S Taft St; Thence south on S Taft St to intersection with W 10<sup>th</sup> Ave; Thence east on W 10<sup>th</sup> Ave to intersection with N Kellogg St; Thence north on N Kellogg St to intersection with W 1<sup>st</sup> Ave; Thence west on W 1<sup>st</sup> Ave to point of beginning

**W1-P681:** Block 1, Lot 4 and Block 1, Lot 1 of Ranchette Estates Unit #2, as recorded in Volume 8 of Plats, Page 90, records of Benton County, Washington on February 19<sup>th</sup>, 1968, Fee No. 587599; Together with Block 2, Lot 4 of Ranchette Estates Unit 1, as recorded in Volume 8 of Plats, Page 84, records of Benton County, Washington on July 13, 1967, File No. 580229; Together with that portion of the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of section 4, Township 8 North, Range 29 EWM, Benton County Washington lying east of S. Edison St, and lying North of W. 10<sup>th</sup> Ave and lying west of the Kennewick Irrigation District's Highlift Canal.

**Union:** Beginning at the intersection of S. Reed St and W. 10<sup>th</sup> Ave: Thence south to the center of the Kennewick Irrigation District Canal right of way: Thence easterly along said canal and the corporate city limits of the City of Kennewick to the point of beginning.

**Miller:** The unincorporated land lying north of W. 10<sup>th</sup> Ave, Kennewick Washington, East of S. Union St, Kennewick Washington, South of W. 9<sup>th</sup> Pl, Kennewick Washington and West of S. Tweedt St extended.

**Ely:** Beginning at the intersection of W. 4<sup>th</sup> Pl, Kennewick, Washington and S. Morain St, Kennewick, Washington: Thence south along the center line of S. Morain St to it's intersection with the Kennewick Irrigation District canal right of way: Thence along said center line in a southeasterly direction to it's intersection with the corporate city limits boundary of the City of Kennewick: Thence northerly and westerly along said corporate city limits boundary to the point of beginning.

**W2-P620:** Beginning at the intersection of W. Kennewick Ave, Kennewick Washington and S. Union St, Kennewick Washington: Thence South along S. Union St to it's intersection with the Kennewick Irrigation District's Highlift Canal: Thence along said canal with it's intersection to the south extension of S. Reed St, Kennewick Washington: Thence North to the intersection of S. Reed St and W. 10<sup>th</sup> Ave: Thence east along W. 10<sup>th</sup> Ave, to the east line of the East ½ of the Northwest quarter of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 8 North, Range 29 EWM: Thence South along said east line to the intersection with the north right of way of line extended of West 11<sup>th</sup> Ave: Thence along said north right of way to the east line of the west ½ of the Northeast quarter of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 8 North, Range 29

EWM: Thence north along said east line to W. 10<sup>th</sup> Ave: Thence east along W. 10<sup>th</sup> Ave to the West line extended of Lot 1 Short Plat 53, recorded on March 17<sup>th</sup> 1975 in Vol. 1 of Short Plats page 53 records of Benton County, Washington, Fee No. 677704: Thence South along said west line to the Southwest corner of said Short Plat: Thence east along the south line to the Southwest corner of Lot 1 Short Plat 568, recorded on August 21, 1978 in Vol. 1 of Short Plats, Page 568, records of Benton County, Washington, Fee Number 767722: Thence along the south line of said Lot 1 to the Southeast corner of Lot 1: Thence North along the east line of Lot 1 Short Plat 568 to W. 10<sup>th</sup> Ave: Thence East along W. 10<sup>th</sup> Ave to it's intersection with a line extended south from the east line of the Plat of Tenth-West Estates II, recorded on April 15<sup>th</sup> 1977, in Volume 11 of Plats, page 32, Records of Benton County Washington, Auditor's Fee No. 725275: Thence along said east line to the Kennewick Irrigation District's Lowlift Canal: Thence West along said canal to it's intersection with S. Morain St,: Thence North along S. Morain St to it's intersection with W. Kennewick Ave: Thence West along W. Kennewick Ave to the point of beginning.

**W2-P625:** Beginning at the intersection of W Kennewick Ave, Kennewick Washington and S. Morain St, Kennewick Washington: Thence South along S Morain St to it's intersection with W. 4<sup>th</sup> Pl: Thence east along the corporate city limits of City of Kennewick: continuing along said city limits to it's intersection with W. 7<sup>th</sup> Ave: Thence east along W. 7<sup>th</sup> Ave to it's intersection with US 395: Thence North along US 395 to it's intersection with W. Kennewick Ave: Thence west along W. Kennewick Ave to the point of beginning.

**W3-P555:** Beginning at a point which is due west of W. 20<sup>th</sup> Ave and it's intersection with S. Garfield St.: Thence South along S. Garfield St to it's intersection with S. 27<sup>th</sup> Ave: Thence east along W. 27<sup>th</sup> Ave to it's intersection with S. Everett Pl.: Thence south along S. Everett Pl. to a point due east of the North boundary of Lot 4, Block 1 of Lakeview Terrace Second Addition, recorded on April 28<sup>th</sup>, 1955 in Volume 5 of Plats, page 36, records of Benton County Washington, Fee #339104: Thence west to the Northwest corner of said lot: Thence South to the Southwest corner of Lot 6, Block 1 of Lakeview Terrace Second Addition: Thence East to the Southeast corner of said Lot 6: Thence in a southwesterly direction to the intersection of S. Everett Pl and S. Everett St: Thence Northerly along S. Everett St to it's intersection with W. 28<sup>th</sup> Ave: Thence North to the North right of way of W. 28<sup>th</sup> Ave: Thence east to the Southeast corner of Lot 10, Block 2, Lakeview Terrace Second Addition: Thence North to the center line of W. 27<sup>th</sup> Ave: Thence East to the intersection with S. Dayton St.: Thence North along S. Dayton St to it's intersection with W. 26<sup>th</sup> Pl: Thence Southeasterly along W. 26<sup>th</sup> Pl to it's connection with W. 27<sup>th</sup> Ave: Thence easterly along W. 27<sup>th</sup> Ave to it's intersection with S. Washington St and the Corporate city limits of City of Kennewick: Thence in a Northerly, Southerly, easterly and westerly along said city limits to it's intersection with the centerline of the BPA easement as shown on the Plat of Kelly Ann Addition, recorded September 16, 1975 in Volume 9 of Plats, Page 42, records of Benton County

Washington.: Thence Westerly along said Bonneville Power Administration easement to the centerline of the Columbia Irrigation District's canal right of way: Thence northerly along said centerline to a point due East of W. 20<sup>th</sup> Ave: Thence West to the point of beginning.

**W3-P557:** Beginning at the intersection of W. 45<sup>th</sup> Ave and S. Cascade St located in Kennewick, Washington: Thence East along W. 45<sup>th</sup> Ave to a point extended south from the Southeast corner of Lot 8, Block 2 of Empire Lakeside Estates, recorded June 13, 1968, in volume 8 of Plats, page 96, Fee No. 591592: Thence North to said southeast corner: Thence due North to a point on the south boundary of Lot 11, Block 3 of said Plat: Thence easterly and northerly along said lot to the west right of way of Kingwood St: Thence northwesterly along Kingwood St to it's intersection with S. Gum St: Thence Northwesterly along S. Gum St. to it's intersection with the north right of way of E. 36<sup>th</sup> Ave: Thence West to a point on the East boundary of Block 2 of the Plat of Viewland Subdivision, recorded July 28<sup>th</sup> 1969, in Vol. 8 of plats, page 111, records of Benton County Washington, Fee No. 603704: Thence North to the intersection of Lot 18, Block 2 of said Plat and the South right of way of the Columbia Irrigation District Canal: Thence northwesterly along said Lot 18 to a point due south of the southeast corner of Lot 3, The Highlands Plat F, recorded July 7<sup>th</sup> 1911, records of Benton County: Thence North 45 Degrees 55 Minutes 00 Seconds West 288.2 feet: Thence South 72 Degrees 27 Minutes 30 Seconds West for 481 feet: Thence North for 70 feet: Thence West to a point which is south 60 feet from the most northeasterly corner of said Lot 6, Crown Point Estates recorded, August 11<sup>th</sup>, 1960, in volume 5 of Plats, Page 96, records of Benton County, Fee No. 441582: Thence Southwesterly 224.14 feet along said Lot to it's most southeasterly corner: Thence West to it's intersection with the east right of way boundary of S. Auburn St: Thence northwesterly along said right of way to it's intersection with the South right of way boundary of W. 34<sup>th</sup> Ave: Thence West along said right of way to the Northeast corner of Lot 7 of Short Plat 2101 recorded September 22, 1994 in Volume 1 of Short Plats page 2101, records of Benton County Washington, Fee No. 94-31000: Thence south to the southeast corner of Lot 9 of said Short Plat: Thence West to the centerline of S. Cascade St: Thence South along said center line to the point of beginning.

**W3-P558:** Beginning at the intersection of West 45<sup>th</sup> Ave, Kennewick Washington and South Olympia St, Kennewick Washington: Thence South along South Olympia St to it's intersects with the corporate city limits of the City of Kennewick: Thence easterly and northerly along the corporate city limits boundary to it's intersection with East 45<sup>th</sup> Ave: Thence west to the point of beginning.

**W3-P556:** Beginning at the intersection of W. 27<sup>th</sup> Ave and S. Olympia St: Thence south to the intersection of S. Olympia St and S. Highland Dr: Thence Southeasterly along S. Highland Dr to the intersection with S. Cascade St: Thence Northeasterly along S. Cascade St to a point due west of the South line of lot 1 of Short Plat 2101 recorded September 22, 1994 in Volume 1 of Short

Plats page 2101, records of Benton County Washington, Fee No. 94-31000: Thence east to the Southeast corner of Lot 9 of said Short Plat: Thence North to the Northeast corner of Lot 7 of said Short Plat: Thence East along the South boundary of W. 34<sup>th</sup> Ave to the east boundary of S. Auburn St: Thence southerly along the east boundary of S. Auburn St to the Southwest corner of Lot 6, Crown Point Estates recorded, August 11<sup>th</sup>, 1960, in volume 5 of Plats, Page 96, records of Benton County, Fee No. 441582: Thence east to the most southeasterly corner of said Lot 6: Thence northeasterly 224.14 feet along said lot 6 to a point which is south 60 feet from the most northeasterly corner of said Lot 6: Thence east for 169 feet: Thence South for 70 feet: Thence North 72 Degrees 27 Minutes 30 Seconds East for 481 feet: Thence South 45 Degrees 55 Minutes 00 Seconds East 288.2 feet, to the most easterly corner of Lot 3, The Highlands Plat F, recorded July 7<sup>th</sup> 1911, records of Benton County: Thence south to the south right of way boundary of E. 36<sup>th</sup> Ave, which point is also the northerly boundary of Lot 18, Block 2 of the Plat of Viewland Subdivision, recorded July 28<sup>th</sup> 1969, in Vol. 8 of plats, page 111, records of Benton County Washington, Fee No. 603704: Thence southeasterly along said lot and block to it's intersection with the north right of way extended of E. 36<sup>th</sup> Ave: Thence east along E. 36<sup>th</sup> Ave to it's intersection with the centerline of Columbia Irrigation District's Canal right of way: Thence in a northwesterly direction along said centerline to it's intersection with E. 27<sup>th</sup> Ave: Thence west along E. 27<sup>th</sup> Ave and continuing along W. 27<sup>th</sup> Ave to it's intersection with W. 26<sup>th</sup> Pl. Thence northwesterly along W. 26<sup>th</sup> Pl to it's intersection with S. Dayton St: Thence Southerly along S. Dayton St to it's intersection with W. 27<sup>th</sup> Ave: Thence west along W. 27<sup>th</sup> Ave to a point extended north of the Northeast corner of Lot 3 Block 2 of Lakeview Terrace Second Addition, recorded on April 28<sup>th</sup>, 1955 in Volume 5 of Plats, page 36, records of Benton County Washington, Fee #339104: Thence South to the Southeast corner of Lot 10, Block 2 of said Plat: Thence west to a point extended from the center line of S. Everett St: Thence South to the intersection of S. Everett St and S. Everett Pl: Thence Northwesterly to the Southeast corner of Lot 6, Block 1 of said Plat: Thence west to the Southwest corner of said Lot 6: Thence North to the Northwest corner of Lot 4, Block 1 of said Plat: Thence east to the center line of S. Everett Pl.: Thence North to it's intersection with W. 27<sup>th</sup> Ave: Thence West to the point of beginning.

**W3-P559:** Beginning at the intersection of West 45<sup>th</sup> Ave, Kennewick Washington and South Olympia St, Kennewick Washington: Thence north along South Olympia St to it's intersection with South Highland Drive: Thence southeasterly to it's intersection with South Cascade St: Thence southerly in a straight line along South Cascade St. to a point on the center line of the Kennewick Irrigation District Canal: Thence South to West 45<sup>th</sup> Ave: Thence west to the point of beginning.

**W3-P515:** Beginning at the intersection of W. 6<sup>th</sup> Ave, Kennewick Washington and S. Dayton St: Thence South along S. Dayton St to it's intersection with W. 10<sup>th</sup> Ave: Thence East along W. 10<sup>th</sup> Ave to it's intersection with S. Washington

St: Thence South along S. Washington St to E. 17<sup>th</sup> Ave and the corporate city limits of City of Kennewick: Thence east and north along said corporate city limits to it's intersection with S. Gum St: Thence North along S. Gum St to the intersection the Columbia Irrigation District's Canal right of way: Thence northwesterly along canal right of way to where the canal branches off to the Southeast: Thence southeasterly along canal right of way to where the canal branches off to the Northwest: Thence northwesterly along canal right of way to it's intersection with S. Washington St: Thence south along W. Washington St to W. 6<sup>th</sup> Ave: Thence west along W. 6<sup>th</sup> Ave to the point of beginning.

**W3-P545:** Beginning at the intersection of S. Washington St, Kennewick Washington and the Columbia Irrigation District's Canal right of way: Thence southwesterly along said right of way to it's intersection with S. Cascade St: Thence South along S. Cascade St to the south line of Tract 16 in the Plat of Dr. Ely's Colony No. 1 recorded in Vol. 1 Book 64 of Plats records of Benton County, Washington. Thence west along said south line extended to S. Garfield St.: Thence South along S. Garfield St. to a point which is due west of W. 20<sup>th</sup> Ave: Thence East from said point to the center line of the Columbia Irrigation Districts Canal right of way: Thence South to it's intersection with the centerline of the Bonneville Power Administration easement as shown on the Plat of Kelly Ann Addition, recorded September 16, 1975 in Volume:9 of Plats, Page 42, records of Benton County Washington: Thence East along said easement to it's intersection with S. Washington St.: Thence North to the South line, extended, of Lot 1, Short Plat 229, recorded August 10<sup>th</sup>, 1976, in volume 1 of Short Plat page 229 records of Benton County Washington Fee Number 708800: Thence east to the Southeast corner of said Lot: Thence North to the Northeast corner of said Lot: Thence west along the north boundary of Said Lot to S, Washington St.: Thence North along S. Washington St to the point of beginning.

**Columbia:** Beginning at the southwest corner of Section 31, Township 12 North, Range 24 EWM: Thence east to the southeast corner of Section 32, Township 12 North, Range 25 EWM: Thence north to the northeast corner of Section 5, Township 12 North, Range 25 EWM: Thence west to the Southeast corner of Section 32, Township 13 North, Range 25 EWM: Thence north to the intersection of the Columbia River and the North boundary of Benton County: Thence westerly along said boundary to the west boundary of Section 7, Township 13 North, Range 24 EWM: Thence South to the point of beginning.

**Rattlesnake:** Beginning at the northwest corner of Section 6, Township 11 North, Range 24 EWM: Thence south to the southwest corner of Section 30, Township 10 North, Range 24 EWM: Thence east to the southeast corner of Section 27, Township 10 North, Range 24 EWM: Thence south to the Southwest corner of the northwest quarter of Section 35, Township 10 North, Range 24 EWM: Thence east to the southeast corner of the northeast quarter of Section 36, Township 10 North, Range 25 EWM: Thence north to the northeast corner of

Section 1, Township 11 North, Range 25 EWM: thence west to the point of beginning.

**Legion:** Beginning at the Northwest corner of Section 6 Township 11 N Range 26; Thence south along said section line to the northwest corner of Section 6 Township 10 N Range 26; Thence east to the northeast corner of Section 6 Township 10 N Range 26; thence south to the southwest corner of Section 5 Township 10 N Range 26; thence east to the northeast corner of Section 9 Township 10 N Range 26; thence south to the southwest corner of Section 10 Township 10 N Range 26; thence east to the southeast corner of Section 10 Township 10 N Range 26; thence south to the southwest corner of Section 14 Township 10 N Range 26; thence east to the southeast corner of Section 13; Township 10 N Range 26; thence south to the intersection with Acord Road; Thence west to the intersection with Whan Road; Then South to the intersection with Coral Creek Road; Then West along Coral Creek Road to the intersection with Old Inland Empire Highway; Thence west along Old Inland Empire Highway to the west boundary of Section 18 Township 9 N Range 26; thence southerly to the center line of the Yakima River; thence easterly along center line of said river to the corporate city limits of Benton City; thence along corporate city limits to intersection with center line of Yakima river; thence along center line of said river to the southeast corner of the northeast quarter boundary of Section 4 Township 10 N Range 27 ; thence north along said section line to the southwest corner of Section 34 Township 11 N Range 27; thence east to the southeast corner of Section 36 Township 11 N Range 27; thence north to the northeast corner of Section 1 Township 12 N Range 27; thence west to the point of beginning

**Griffen:** The unincorporated areas of Benton County, Washington, located in the Northeast quarter of the Northeast quarter of Section 34, Township 9 North, Range 28 EWM and in the Northwest quarter of Section 35, Township 9 North, Range 28 EWM. Together with that portion described as follow: Beginning at the Intersection of the east boundary of the Northwest quarter of the Southwest quarter of Section 18, Township 9 North, Range 28 EWM and Kennedy Rd, West Richland Washington: Thence Northwesterly along said road to the north boundary of the Southwest quarter of said Section: Thence west to the Northwest corner of the Southwest quarter of said Section: Thence South to the intersection of the west boundary of Section 19, Township 9 North, Range 28 EWM and Interstate 82: Thence southeasterly along said interstate to it's intersection with the north boundary of Section 31, Township 9 North, Range 28 EWM: Thence East to the Northeast corner of said section: Thence South to the Southeast corner of said section: Thence East to the Southeast corner of Section 34, Township 9 North, Range 28 EWM, point also being the incorporated city limit boundary of the City of Richland, Benton County, Washington: Thence North and West along said corporate boundary to it's intersection with the center line of the Kennewick Irrigation District Canal: Thence Northwesterly along said canal to it's intersection with the incorporated city limit boundary of the City of West Richland, Benton County Washington: Thence West and North to the point of beginning.

**Kiona:** Beginning at the intersection of the east boundary of Section 20, Township 9 North, Range 27 EWM and Interstate 82, located in Benton County Washington: Thence Northeasterly along said Interstate to it's intersection with the East boundary of Section 24, Township 9 North, Range 27 EWM: Thence North to the Northeast corner of Section 13, Township 9 North, Range 27 EWM: Thence West to the Southeast corner of Section 9, Township 9 North, Range 27 EWM: Thence North to the intersection of the east boundary of Section 33, Township 10 North, Range 27 EWM and the southerly boundary of the incorporated city limits of the City of West Richland: Thence northwesterly along said city limits to the East boundary of Section 30, Township 10 North, Range 27 EWM: Thence South to the Yakima River: Thence South along the Yakima River to it's intersection with the east boundary of Section 20, Township 9 North, Range 27 EWM: Thence South along the incorporated city limits of the City of Benton City to the intersection with Interstate 82: Thence Westerly along said interstate to the point of beginning.

**Yakima:** Beginning at the southeast corner of Section 9, Township 10 North, Range 27 EWM: Thence north to the intersection of the east boundary of Section 4, Township 10 North, Range 27 EWM and the center of the Yakima River: Thence in a westerly and southerly direction along the center of said river to the south boundary of Section 9, Township 10 North, Range 27 EWM: Thence east to the point of beginning.

**Demoss:** Beginning at the northeast corner of the Northwest quarter of Section 30, Township 10 North, Range 27 EWM: Thence west to the center of the Yakima River: Thence in a southerly direction along the center of the Yakima river to where it intersects with the east boundary line of the southwest quarter of Section 30, Township 10 North, Range 27 EWM: Thence northerly to the point of beginning.

**Harrington:** Beginning at the intersection of the Yakima River and the west boundary of Section 3, Township 10 North, Range 27 EWM: Thence south to the southwest corner of Section 10, Township 10 North, Range 27 EWM: Thence east to the southeast corner of Section 10, Township 10 North, Range 27 EWM: Thence in a southerly, easterly and northerly direction along the corporate city limits of West Richland to it's intersection with the center of the Yakima River: Thence along the center of the Yakima River in a northerly and westerly direction to the point of beginning.

**Enterprise:** The unincorporated areas of Benton County Washington, located in Sections 4,5, 8 and 9 all in Township 9 North, Range 28 EWM.

**Red Mountain:** Beginning at the intersection of the city limit line of West Richland and the west boundary line of Section 34, Township 10 North, Range 27 EWM: Thence south to the Southwest corner of Section 10, Township 9

North, Range 27 EWM: Thence east to the southeast corner of Section 11, Township 9 North, Range 27 EWM: Thence north to the corporate city limits of West Richland: Thence in a westerly and northerly direction along said corporate city limits to the point of beginning.

**Weidle:** Beginning at the intersection of the center of the Yakima River and the north boundary of Section 14, Township 10 North, Range 27 EWM: Thence Southerly, easterly and northerly along the center of said River to a point due south of the west boundary of the west one half of Government lot 1 in Section 29, Township 10 North, Range 28 EWM: Thence northerly and westerly along the corporate city limits of the City of Richland to it's intersection with the north boundary of Section 14, Township 10 North, Range 27 EWM: Thence west to the point of beginning.

**Federal:** Beginning at the Northeast corner of Section 5, Township 10 North, Range 28 EWM: Thence west to the Northwest corner of Section 3, Township 10 North, Range 27 EWM: Thence South to the Yakima River: Thence in a easterly and southerly direction along said river to the Corporate city limits of Richland: Thence in a northerly and easterly direction along said corporate city limits to the east boundary of Section 17, Township 10 North, Range 28 EWM: Thence North to the point of beginning.

**Elk:** Beginning at the northeast corner of Section 32, Township 10 North, Range 28 EWM: Thence westerly and northerly along the Corporate city limits to the center of the Yakima River: Thence southerly along the center of said river to a point due east of the southwest corner of Lot 1, Short Plat 1647 as recorded on November 29<sup>th</sup>, 1988, in Volume 1 of Short Plats at page 1647, records of Benton County, Washington, Fee No. 88-14322: Thence east to the southeast corner of 3 of said above Short Plat and also being the east line of Section 32, Township 10 North, Range 28 EWM: Thence north along said section line to the north line of the south one-half of the south one-half of the south one-half of the northwest quarter of Section 33, Township 10 North, Range 28 EWM: Thence east along said north line a distance of 987.60 feet more or less to a point on the west line of the east half of the east half of the west half of the northwest quarter: Thence north along said west line to the north line of the south half of the north half of the northwest quarter of the northwest quarter of Section 33, Township 10 North, Range 28 EWM: Thence west along said line to the west line of said section: Thence north to the point of beginning.

**Clements:** The unincorporated area of Benton County, Washington, located Section 22, Township 9 North, Range 28 EWM and in the Southwest quarter of Section 23, Township 9 North, Range 28 EWM.

**Candy:** That Portion Of Section 18, Township 9 North, Range 28 Defined: The West 580 Feet Of The East 1095 Feet of the East Half of the Southeast quarter

lying North Of Highway #3. **Together** with Lot 4 of Short Plat 1277, filed for record on October 28, 1982 in Volume 1 of Short Plats at page 1277, records of Benton County, Washington, Fee No. 868350. **Together** with: Beginning at the north boundary of the Southwest quarter of Section 18, Township 9 North, Range 28 EWM and Kennedy Road: thence easterly and southerly along the corporate city limits of West Richland to Kennedy Road: Thence northwesterly along Kennedy Road to the point of beginning.

**French:** Beginning at the northwest corner of Section 20, Township 9 North, Range 28 EWM and the center line of the Kennewick Irrigation District Canal: Thence along the center of said canal in a southeasterly direction to it's intersection with the corporate city limits of the City of Richland: Thence east and north along said corporate city limits to it's intersection with the corporate city limits of the City of West Richland: Thence northwesterly along said corporate city limits to the point of beginning. **Together** with: Section 17 Township 9 North Range 28 East: All That Portion Of The Southeast Quarter Of The Southeast Quarter Of Said Section 17, Lying South Of The Southerly Right Of Way Line Of State Highway No 12 As Said Highway Existed On April 3, 1980, And Lying South Of The Southerly Right Of Way Line Of The Union Pacific Railroad As Established Across Said Section Subdivision: Except That Portion Of The South 40 Feet Thereof Lying Within The Right Of Way Of Keene Rd: (Swd 6/30/93). Less That Portion Deeded To City Of West Richland For Eminent Domain, Af #2003-039697 (8/19/03). Together With That Portion Of Road Right Of Way Vacated By Benton County, Being Described As Follows: The Unused Right Of Way In The South 40.0 Feet In Section 17, Township 9 North, Range 28 East, W.M., Which Is That Portion Of The Old Keene Road Alignment Lying Southeasterly And Of The South Right Of Way Line Of The New Kn-Line And Southerly Of The South Right Of Way Line Of The K-Line, As Shown On The City Of West Richland Plans Entitle Keene Road Realignment, Phase 1, Date July 30,2003; Per Resolution #806-030 Af#2006-000939, 01/10/2006.

**Shockley:** The unincorporated area of Benton County, Washington located in Section 27, Township 9 North, Range 28 EWM:

**Liberty:** The unincorporated area of Benton County, Washington, located in the West half of Section 26, Township 9 North, Range 28 EWM.

**Reata:** Beginning at the Northeast corner of the Southeast quarter of Section 2, Township 8 North, Range 28 EWM: Thence along the north boundary of said Southeast quarter to it's intersection with the Kennewick Irrigation Districts East Badger Lateral: Thence southwesterly along said Lateral to it's intersection with Reata Rd: Thence easterly to it's intersection with Leslie Rd: Thence northeasterly along said road to it's intersection with Lorayne J. Blvd: Thence northwesterly along said Blvd to a point due southeast of the Northwest corner of Lot 20, Block 2 of Meadow Parke Estates, recorded August 22, 2002, in Volume 15 of Plats, at page 182 records of Benton County, Washington, Fee Number

2002-032574: Thence Northeasterly to said northwest corner which point is also the boundary of the incorporated city limits of the City of Richland: Thence Northeasterly, east and west along said city limits to the point of beginning.

**El Rancho:** Beginning at the intersection of the north boundary of Section 5, Township 8 North, Range 28 EWM and Interstate 82: Thence Southeasterly along said interstate to it's intersection with Badger Rd: Thence northeast along said road to it's intersection with Leslie Rd: Thence northeasterly along said Leslie Rd to it's intersection with Reata Rd: Thence northwesterly along said Reata Rd to it's intersection with Kennewick Irrigation Districts East Badger Lateral, which is also the westerly corporate city limits boundary of the City of Richland: Thence Northwesterly along said city limits to it's intersection with the North boundary of Section 2, Township 8 North, Range 28 EWM: Thence West to the point of beginning.

**Badger:** Beginning at the intersection of Interstate 82 and the North boundary of Section 13, Township 8 North, Range 28 EWM: Thence northwesterly along Interstate 82 to it's intersection with the boundary of Clodfelter Rd: Thence southerly along said road to the north boundary of Section 24, Township 8 North, Range 28 EWM: Thence west to the Northwest corner of said section: Thence South along said Section to it's intersection with Coyote Canyon: Thence along said Canyon to it's intersection with Locust Grove Rd: Thence westerly along said Rd to it's intersection with C. Williams Rd: Thence Southerly along said road to it's intersection with Root Rd: Thence westerly along said road to it's intersection with the Northwest quarter of Section 4, Township 7 North, Range 28 EWM: Thence South to the Southwest corner of Section 21, Township 7 North, Range 28 EWM: Thence East to the Northwest corner of Section 26, Township 7 North, Range 28 EWM: Thence Southeasterly along an unnamed road to a point where the road branches off to the East, approximate location being the South half of said section: Thence easterly along said unnamed road to a point on the north boundary of the South half of Section 25, Township 7 North, Range 28 EWM: Thence easterly along said boundary to it's intersection with Beck Road: Thence easterly along Beck road to it's intersection with Interstate 82: Thence northerly along said Interstate to Bateman Rd: Thence East and South along Bateman road to it's intersection with Owens Rd: Thence Southerly along Owens Road to it's intersection with a gully: Thence northerly along said gully to it's intersection with the North boundary of Section 7, Township 7 North, Range 30 EWM: Thence East along said boundary to the Northeast corner of said section: Thence north to an intersection with a gully branching to the Northeast: Thence Northeasterly along said gully to the North boundary of Section 5, Township 7 North, Range 30 EWM : Thence west to the Southwest corner of Section 36, Township 8 North, Range 29 EWM: Thence North to the Northeast corner of the Southeast quarter of Section 23, Township 8 North, Range 29 EWM: said point also being the South boundary of the incorporated City limits of the City of Kennewick: Thence Westerly along said city limits to it's intersection with US

route 395: Thence Southerly along said 395 to it's intersection with Interstate 82: Thence northwesterly along said interstate to the point of beginning.

**Sage: Beginning** at the intersection of the north boundary of Section 4, Township 7 North, Range 30 EWM and the center line of Nine Canyon Rd: Thence southerly along said road to a Jeep trail passable only by 4 wheel drive and located just north of the south boundary of said section 4: Thence westerly and northerly along said Jeep trail to the intersection of said Jeep trail and the north boundary of Section 5, Township 7 North, Range 30 EWM: Thence east to the point of beginning.

**315:** Beginning at the south boundary of the Northeast quarter of the Northwest quarter of Section 20, Township 9 North, Range 28 EWM and the center line of the Kennewick Irrigation Districts Badger East Lateral: Thence west along said south boundary to it's intersection with the east right of way of Dallas Rd: Thence South along said east boundary to the north boundary of Lot 2, Short Plat 1585 as recorded December 31<sup>st</sup>, 1986, in volume 1 of Short Plats Page 1585, Fee No. 86-20460, records of Benton County: Thence east along said north boundary to the Northeast corner of said lot 2: Thence southwest along east boundary of said Short Plat to the Southeast corner of Lot 4 of said Short Plat: Thence West along the South boundary of said Short Plat to the East right of way of Dallas Road: Thence South along said right of way to the east boundary of the West half of the Southwest quarter of Section 20, Township 9 North, Range 28 EWM: Thence South to the South line of Said section: Thence east to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 21, Township 9 North, Range 28 EWM: Thence in a Southeasterly direction to the Southwest corner of the Northwest quarter of the Northeast quarter of Section 28, Township 9 North, Range 28 EWM: Thence in a Southeasterly direction to the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 28: Thence South to the Southwest corner of Section 27, Township 9 North, Range 28 EWM: Thence East to the Northwest corner of the Northwest quarter of the Northeast quarter of Section 34, Township 9 North, Range 28 EWM: Thence East to the west boundary of the East 250.27 feet of the West half of the Northeast quarter of the Northeast quarter: Thence North along said west boundary to it's intersection with the centerline of the Kennewick Irrigation Districts Badger East Lateral: Thence Northwesterly along said centerline to the point of beginning.

**286:** Beginning at the south boundary of the Northeast quarter of the Northwest quarter of Section 20, Township 9 North, Range 28 EWM and the center line of the Kennewick Irrigation Districts Badger East Lateral: Thence Southeasterly along said centerline to it's intersection with Gage Blvd, Richland Washington: Thence Northeasterly along Gage Blvd to it's intersection with Keene Rd: Thence northwesterly along Keene Rd to it's intersection with the west boundary of the Northwest quarter of Section 21, Township 9 North, Range 28 EWM: Thence North to the intersection of the North line of said Section: Thence West to the

Northeast corner of the Northwest quarter of the Northeast quarter of Section 20,  
Township 9 North, Range 28 EWM: Thence South to the Southeast corner of the  
Northwest quarter of the Northeast quarter of said Section: Thence West to the  
point of beginning: Except any areas located in the unincorporated areas of  
Benton County Washington.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	27-May-2008	Execute Contract	_____
Subject:	GEOMEDIA SOFTWARE UPGRADE PURCHASE	Pass Resolution	<u>  X  </u>
Prepared By:	J. Randall Reid	Pass Ordinance	_____
Reviewed By:	Loretta Smith-Kelty	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  X  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

During the 2008 budget preparation, the GIS Manager requested and was granted the budget allocation to upgrade one license of GeoMedia software to the GeoMedia Pro version. The GIS Manager solicited three quotes and forwarded them to Central Services for review. Two of the quotes included annual maintenance, but it is not included in the expenditure request as the license to be upgraded is already covered by maintenance.

**SUMMARY**

Resolution authorizes Central Services to purchase one license upgrade from GeoMedia to GeoMedia Pro.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in 2008 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF UPGRADING GEOMEDIA SOFTWARE LICENSE TO GEOMEDIA PRO VERSION.

WHEREAS, resolution 08-132 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, quotes were requested from three vendors that sell or resell GeoMedia software; and

WHEREAS, the three vendors responded with the following quotes for the upgrade:

ITIS	614 North Oxford Avenue Clovis CA 93611	\$6,834
Integrated Desktop Solutions	19720 NW Tanasbourne Drive Hillsboro OR 97124	\$5,700
Intergraph Corporation	7981 168 <sup>th</sup> Avenue NE, Suite 106 Redmond WA 98052	\$6,784

of which Integrated Desktop Solutions was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase one license upgrade from GeoMedia to GeoMedia Pro from Integrated Desktop Solutions for the amount of \$5,700 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$6,000 plus tax.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

REID

C

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	27-May-2007	Execute Contract	___
Subject:	Selecting FTR Vendor	Pass Resolution	<u>  x  </u>
		Pass Ordinance	___
Prepared By:	J. Randall Reid	Pass Motion	___
Reviewed By:	Loretta Smith-Kelty	Other	___
		Consent Agenda	<u>  x  </u>
		Public Hearing	___
		1 <sup>st</sup> Discussion	___
		2 <sup>nd</sup> Discussion	___
		Other	___

**BACKGROUND INFORMATION**

Part of the construction of the new District Court courtrooms includes equipping those facilities with digital audio recording systems. The District Court staff has selected FTR as the product to be installed. This is the first step for District Court toward switching from the SRS product currently used to FTR in order to be more compatible with Superior Court. The FTR installations involve a combination of hardware and software that interfaces with the general sound systems in the courtrooms. Quotes for the new system were sent to three authorized FTR resellers, two of which have done work for Benton County previously. The lowest quote was from Jo Bee Company out of Spokane. The quotes included three sets of FTR Gold software, Antex DMX USB mixer which have audio cards built-in, FTR digital clock display, USB foot switch, and implementation support/training.

**SUMMARY**

The attached resolution selects Jo Bee Company as the vendor for acquisition of FTR digital audio systems for the new District Court courtrooms.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

Included in construction budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SELECTING A VENDOR FOR THE PURCHASE OF DIGITAL AUDIO RECORDING SYSTEMS FOR THE NEW DISTRICT COURT COURTROOMS.

WHEREAS, resolution 08-132 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, District Court has selected FTR software and hardware as the solution for digital audio recording for their new courtrooms; and

WHEREAS, quotes were requested from three authorized resellers of FTR systems which responded as follows:

Efficiency, Inc.	5612 6 <sup>th</sup> Avenue S. Seattle WA 98108	\$19,084
Jo Bee Company	816 W. Francis #313 Spokane WA 99205	\$15,288
New World Audio Video	4390 SW Scholls Ferry Road Portland OR 97225	\$15,977

of which Jo Bee Company was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase three FTR systems from Jo Bee Company for the amount of \$15,288 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$15,800 plus tax.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

REID

d

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF REAPPOINTMENT OF MATT BERG TO THE BENTON COUNTY WATER CONSERVANCY BOARD**

**WHEREAS**, the term for Matt Berg will expire on May 31, 2008; and

**WHEREAS**, Matt Berg has expressed a willingness to be reappointed to the Benton County Water Conservancy Board for an additional six-year term; **NOW, THEREFORE,**

**BE IT RESOLVED** that Matt Berg is hereby re-appointed to the Benton County Water Conservancy Board, said term expiring on May 31, 2014.

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



RECEIVED

MAY 13 2008

BENTON COUNTY COMMISSIONERS

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

4601 N Monroe Street • Spokane, Washington 99205-1295 • (509)329-3400

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

May 12, 2008

The Honorable Claude Oliver, Chair  
Benton County Board of Commissioners  
P.O. Box 190  
Prosser, WA 99350-0190

Dear Commissioner Oliver:

Our records indicate that the term of Matt Berg, a member of Benton County's Water Conservancy Board, will expire on May 31, 2008. Please send me written documentation by the county reappointing John Jaksch to another term or appointing a new commissioner to the vacant position. *slb Matt Berg*

When considering the appointment of a new board commissioner, please keep in mind:

- RCW 90.80.050 specifies that a county legislative authority must ensure that a water conservancy board has at least one member who is a water right holder and one who is not a water right holder.
- Board commissioners and alternates are each (re)appointed for six-year terms.

New board commissioners must attend at least thirty-two-(32) hours of training provided by Ecology prior to acting on any water right change application. A person the county anticipates appointing to a board may receive the required training prior to formal appointment. New commissioner training sessions generally occur each spring and fall.

I appreciate you keeping me informed of your schedule for filling board vacancies so that I can anticipate training requirements and prevent potential disruption to the work of the board.

Contact Janet Rajala, phone (509) 329-3421, by email at [jaca461@ecy.wa.gov](mailto:jaca461@ecy.wa.gov), or by mail at the address above if you have any questions.

Sincerely,

Janet L. Rajala  
Water Resources Program

cc: Benton County Water Conservancy Board  
John Kirk, Ecology  
Center for Environmental Law and Policy

**The Pacific Northwest Project**

**Darryll Olsen, Ph.D.**

**Regional Planner-Resource Economist**

**3030 W. Clearwater, Ste. 205-A**

**Kennewick, WA 99336**

**509-783-1623, FAX 509-735-3140**

**DOlsenEcon@AOL.com**



e

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF CONTRACT AMENDMENT BETWEEN BENTON COUNTY DISTRICT COURT AND AMELIA UVALLE FOR INTERPRETER SERVICES.**

**BE IT RESOLVED, by the Board of Benton County Commissioners that this contract amendment is effective from May 1, 2008 through December 31, 2008.**

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 District Court

7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
509-735-8476

## CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision of the State of Washington, and Amelia Uvalle (hereinafter called "Interpreter").

In consideration of the mutual benefits and covenants contained herein and in the parties' Interpreter Contract (Benton County Resolution No. 08 005, executed on January 7, 2008) ("Contract"), the parties agree as follows:

1. The parties agree to amend Section III.1 of the Contract to read as follows:

*1. Benton County District Court shall compensate the Interpreter at a monthly guaranteed rate of Three Thousand Three Hundred Dollars - \$3,300.00. Except as set forth in section II.2, below. Interpreter also will be paid at the hourly rate of \$40.00 per hour for each hour worked in excess of eighty (80) hours worked in a calendar month.*

*Effective May 1, 2008, Benton County District Court shall compensate the interpreter at a monthly guaranteed rate of Four Thousand Dollars (\$4000.00). Except as set forth in section III.2 below, Interpreter also will be paid at the hourly rate of \$50.00 per hour for each hour worked in excess of eighty (80) hours in a calendar month. These rate increases are subject to continued funding for interpreters by the Administrative Office of the Courts. If that funding is withdrawn, reduced, or limited in any way, the guaranteed monthly rate will be \$3,300.00 per month and the rate for hours worked in excess of eighty (80) hours in a calendar month will be \$40.00 per hour.*

*Payments will be mailed by the Benton County Auditor by the fifteenth (15) day of the month for the prior month's services.*

2. The parties agree to amend Section III.2. of the Contract to read as follows:

*2. In the event the Interpreter fails to appear for any scheduled hearing, Interpreter will not receive an hourly wage for hours worked in excess of 80 hours in that month. In such cases, Interpreter's compensation for that month will be limited to the \$3,300 monthly rate.*

*Effective May 1, 2008, in the event the Interpreter fails to appear for any scheduled hearing, Interpreter will not receive an hourly wage for hours worked in excess of 80 hours in that month. Interpreter's compensation for that month will be limited to the \$4,000 monthly rate, subject to continued funding for interpreters by the Administrative Office of the Courts. If that funding is withdrawn, reduced, or limited in any way, compensation will be limited to the \$3,300.00 monthly rate.*

3. The parties agree that if funding for interpreters provided to the Benton County District Court by the Administrative Office of the Courts is withdrawn, reduced, or limited in any way, Benton County may summarily terminate this Contract Amendment notwithstanding any other termination provision in the Contract.

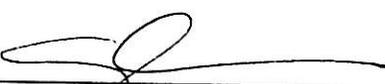
4. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and any subsequent written contract amendments thereto remain in full force and effect.

The parties have caused this Contract Amendment to be signed as follows:

Date: 5/20/08



Amelia Uvalle  
903 W. Ruby  
Pasco, WA 99301



Holly A. Hollenbeck, Presiding Judge

S. Perry 5/19/08

Approved as to form,  
Sarah Perry,  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

Benton County Board  
Of Commissioners:

\_\_\_\_\_  
Chairman, Claude Oliver

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

f

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF CONTRACT AMENDMENT BETWEEN BENTON COUNTY DISTRICT COURT AND MARK RUDEEN FOR INTERPRETER SERVICES.**

**BE IT RESOLVED**, by the Board of Benton County Commissioners that this contract amendment is effective from May 1, 2008 through December 31, 2008.

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 District Court

7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
509-735-8476

## CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision of the State of Washington, and Mark Rudeen (hereinafter called "Interpreter").

In consideration of the mutual benefits and covenants contained herein and in the parties' Interpreter Contract (Benton County Resolution No. 08 006, executed on January 7, 2008) ("Contract"), the parties agree as follows:

1. The parties agree to amend Section III.1. of the Contract to read as follows:

*1. Benton County District Court shall compensate the Interpreter at an hourly rate of \$40.00 per hour. Effective May 1, 2008, the rate will increase to \$50.00 per hour, subject to continued funding for interpreters by the Administrative Office of the Courts. If that funding is withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour.*

*No hourly compensation is paid for travel time. If any work is performed on a given day, the Interpreter will be paid for a minimum of one hour of work and will also be paid for each quarter of an hour worked in excess of one hour. If Interpreter is notified that his services are needed for his established docket, he will be compensated for one hour of work if the docket is canceled. Both parties agree to use the mileage from Richland to Prosser, which is 68 miles round trip, if any mileage reimbursement is due to Interpreter. So long as the Interpreter resides within Richland, WA, he will be reimbursed for mileage for the 68 mile round trip each day he renders services in Prosser. The rate for such mileage compensation shall be the rate approved by the County Commissioners for County employees (currently 44.5*

*cents per mile). If Interpreter's residence in Richland ends, Interpreter shall promptly notify the District Court Administrator in writing and there shall be no reimbursement for mileage unless agreed to in writing by the parties.*

2. The parties agree that if funding for interpreters provided to Benton County District Court by the Administrative Office of the Courts is withdrawn, reduced, or limited in any way, Benton County may summarily terminate this Contract Amendment notwithstanding any other termination provision in the Contract.

3. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and any subsequent written contract amendments thereto remain in full force and effect.

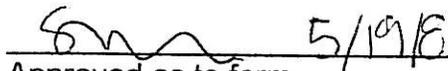
The parties have caused this Contract Amendment to be signed as follows:

Date: 5/20/08



Mark Rudeen  
250 Gage Blvd #2095  
Richland, WA 99352

  
Holly A. Hollenbeck, Presiding Judge

 5/19/08  
Approved as to form,  
Sarah Perry,  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

Benton County Board  
Of Commissioners:

\_\_\_\_\_  
Chairman, Claude Oliver

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF CONTRACT AMENDMENT BETWEEN BENTON COUNTY DISTRICT COURT AND ROSIE ARTEAGA FOR INTERPRETER SERVICES**

**BE IT RESOLVED**, by the Board of Benton County Commissioners that this contract amendment is effective from May 1, 2008 through December 31, 2008.

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 District Court

7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
509-735-8476

## CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision of the State of Washington, and Rosie Arteaga (hereinafter called "Interpreter").

In consideration of the mutual benefits and covenants contained herein and in the parties' Interpreter Contract (Benton County Resolution No. 08 005, executed on January 7, 2008) ("Contract"), the parties agree as follows:

1. The parties agree to amend Section III.1. of the Contract to read as follows:

1. *Benton County District Court shall compensate the Interpreter at an hourly rate of \$40.00 per hour. Effective May 1, 2008, the rate will increase to \$50.00 per hour, subject to continued funding for interpreters by the Administrative Office of the Courts. If that funding is withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour.*

*No hourly compensation is paid for travel time. If any work is performed on a given day, the Interpreter will be paid for a minimum of one hour of work and will also be paid for each quarter of an hour worked in excess of one hour. If Interpreter is notified that his services are needed for his established docket, he will be compensated for one hour of work if the docket is canceled. Both parties agree to use the mileage from Kennewick to Prosser, which is 70 miles round trip, if any mileage reimbursement is due to Interpreter. So long as the Interpreter resides within Pasco, WA, she will be reimbursed for mileage for the 70 mile round trip each day she renders services in Prosser. The rate for such mileage compensation shall be the rate approved by the County Commissioners for County employees (currently 44.5*

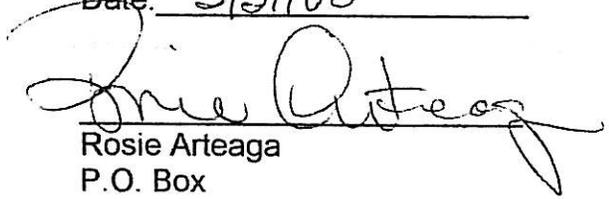
*cents per mile). If Interpreter's residence in Pasco ends, Interpreter shall promptly notify the District Court Administrator in writing and there shall be no reimbursement for mileage unless agreed to in writing by the parties.*

2. The parties agree that if funding for interpreters provided to the Benton County district Court by the Administrative Office of the Courts is withdrawn, reduced, or limited in any way, Benton County may summarily terminate this Contract Amendment notwithstanding any other termination provision in the Contract.

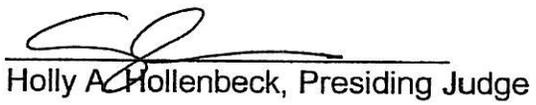
3. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and any subsequent written contract amendments thereto remain in full force and effect.

The parties have caused this Contract Amendment to be signed as follows:

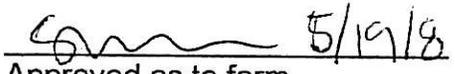
Date: 5/21/08



Rosie Arteaga  
P.O. Box  
Pasco, WA 99302



Holly A. Hollenbeck, Presiding Judge

 5/19/08  
Approved as to form,  
Sarah Perry,  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

Benton County Board  
Of Commissioners:

\_\_\_\_\_  
Chairman, Claude Oliver

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>5/27/08</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	_____	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>L. Small</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	_____	Pass Motion	_____	2nd Discussion	_____
				Other Business	_____

**BACKGROUND INFORMATION**

Benton County entered into an agreement with Apollo Sheet Metal January 24, 2007 to provide preventative maintenance and repair services for the HVAC systems at the Justice Center, Courthouse and the annexes for an amount not to exceed \$69,925.00 excluding WSST.

The first amendment to said service agreement was to extend the contract an additional one (1) 12-month period for said services, terminating 12/31/08.

The attached second amendment is to add the new Benton County Health District Building to the current service agreement for preventative maintenance on the HVAC, which would increase the contract amount an additional \$5,895.00 excluding WSST.

**RECOMMENDATION**

Approve the resolution for the second amendment to the service agreement with Apollo Sheet Metal to add the Benton County Health District Building to the current contract for HVAC preventative maintenance and increase the contract amount not to exceed \$75,820.00. Also, authorize the Chairman of the Board to sign said amendment attached hereto.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF SECOND AMENDMENT TO THE SERVICE AGREEMENT WITH APOLLO SHEET METAL, INC. TO PROVIDE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM,**

**WHEREAS**, the Board of Benton County Commissioners entered into a service agreement dated January 24, 2007 with Apollo Sheet Metal, Inc., Contractors License No. APOLLSM187MK to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system with a said term expiring December 31, 2007; and

**WHEREAS**, per resolution 07-869 dated December 17, 2007 the Board approved the first amendment of said service agreement to extend for an additional one (1) year term expiring on December 31, 2008; and

**WHEREAS**, the Benton County Facilities Manager would like to include the Benton County Health District Building to the current service agreement for HVAC preventative maintenance; and

**WHEREAS**, Apollo Sheet Metal provided a proposal for the amount of \$5,895.00 plus WSST for preventative maintenance for the HVAC system located at the Benton County Health District Building; and

**WHEREAS**, the Benton County Facilities Manager believes it is in the best interest of the county to add the Benton County Health District Building to the existing service agreement for preventative maintenance, increasing the current service agreement for an amount not to exceed \$75,820.00; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and hereby amends the service agreement between Benton County and Apollo Sheet Metal, Inc. to include the Benton County Health District Building to the current service agreement for preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system all in accordance with the attached second service agreement amendment; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached second amendment to said service agreement.

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

## SECOND SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of April, 2008 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and APOLLO SHEET METAL, INC., Kennewick, WA 99336, a firm licensed to do business in the State of Washington, hereinafter called "CONTRACTOR".

The parties entered into a Service Agreement dated January 24, 2007 (the "AGREEMENT") to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system with a said term expiring December 31, 2007.

The AGREEMENT specifies it may be extended for an additional two (2) years if mutually agreed upon by both parties; and

The Board of Benton County Commissioners approved the first amendment to said contract per resolution 07-869 extending the contract term to expire December 31, 2008; and

Benton County Facilities Manager would like to amend said AGREEMENT and add the Benton County Health District Building to the current contract for complete HVAC maintenance services in accordance with the attached proposal dated March 24, 2008 for an amount of \$5,895.00 excluding WSST.

The parties agree that all provisions of their amended agreement remain in effect except for the following amendments:

1. CONTRACT DOCUMENTS the existing paragraph shall be amended by adding the following exhibit

Exhibit C - Contractors proposal dated March 24, 2008 for Benton County Health District Bldg.

3. SERVICES PROVIDED replaced in its entirety with the following

The COUNTY requires and the CONTRACTOR agrees to provide environmental maintenance services as defined in the attached specifications as provided in Exhibit A & Exhibit C for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, WSU/Cooperative Extension Building and Benton County Health District Building for a period terminating December 31, 2008.

5. - COMPENSATION replaced in its entirety with the following

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A & Exhibit C. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed (\$75,820.00) not including Washington State Sales Tax. No initial payment shall be authorized or come due until CONTRACTOR has submitted to COUNTY a "revised" statement of intent to pay prevailing wages, in a form approved by, and as

certified by, the Washington State Department of Labor and Industries. Further, final payment shall not be authorized or come due until CONTRACTOR has submitted to COUNTY an affidavit of prevailing wages actually paid, in a form approved by, and as certified by, the Washington State Department of Labor and Industries.

6. INVOICING replaced in its entirety with the following

The CONTRACTOR may submit invoices to the COUNTY in four equal quarterly payments of (\$18,955.00) plus applicable taxes. 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.

**IN WITNESS WHEREOF** the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

**BENTON COUNTY**

**APOLLO SHEET METAL, INC.**

\_\_\_\_\_  
**Claude Oliver, Chairman**

\_\_\_\_\_  
**Scott Hagensicker, Project Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to Form:**

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

**Date:** \_\_\_\_\_



PROPOSAL DATE: March 24<sup>th</sup>, 2008

## Preventative Maintenance

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

### GENERAL SUPPORT PROGRAM FEATURES

*(Included with all Support Programs)*

- **Discount on Parts and labor:** As a support contract customer you will receive a fixed 30% mark up on any parts provided/installed by Apollo and a \$75.00/hour charge for minor service repairs. Any repairs or equipment replacement estimated to exceed \$1,000.00 will be fix-rate quoted on an as-need basis for prior approval.
- **Account Manager:** A designated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry; please review the technician's qualifications in our provided profile booklet. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates. Guaranteed response times are identified under the "Specific Technical support Inclusion" section of this proposal.

**HVAC SYSTEMS MAINTENANCE**

**SPECIFIC TECHNICAL SUPPORT INCLUSIONS:**

- **Annual Fall Heating Maintenance:** Verification of your heating systems operation is an effective way to maximize equipment performance and efficiency. During this verification all air filters will be replaced with pleated high efficiency filters as needed, belts will be replaced and heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection-lubrication of all motors/bearings, inspection of all electrical connections and combustion efficiency testing on gas heat units.

**Annual Heating Maintenance Hours:                    24 hours**

- **Annual Spring Cooling Maintenance:** Verification of your cooling systems operation is an effective way to maximize equipment performance and efficiency. During this verification all air filters will be replaced with pleated high efficiency filters, belts will be replaced and cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection- lubrication of all motors/bearings, cleaning of evaporator/condenser coils, fan blades, blower wheels as required, inspection of all electrical connections and minor adjustment of refrigerant levels.

**Annual Cooling Maintenance Hours:                    24 hours**

- **Mid Winter Inspection:** During our Mid-Winter inspection all air filters will be replaced, belts will be adjusted and proper heating operation will be verified.

**Mid-Winter Inspection Hours:                            8 hours**

- **Mid-Summer Inspection:** During our Mid-Summer inspection all air filters will be replaced, belts will be adjusted and proper cooling operation will be verified.

**Mid-Summer Inspection Hours:                        8 hours**

**ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE**

**SPECIFIC TECHNICAL SUPPORT INCLUSIONS:**

- **Annual HVAC Controls Verification:** Verification of your HVAC controls is an effective way to maximize building comfort and efficiency. We will verify overall system operation via the system software and physical verification. In addition heat/cool set points and occupancy schedules will be reviewed and adjusted if necessary along as calibration as required.

**Annual Controls Verification Hours: 16 hours**

- **Critical On-line Support:** A service specialist will be made available to aid in analyzing problems and recommending possible solutions via direct line modem to your system. Modem and dedicated phone line is assumed to be provided by the owner. This service often eliminates the need for an on-site visit, which saves you money. This feature is offered during a customer specific time frame.

**On-line Support Hours Allowance: 4 Hours**

- **Priority On-Site Support:** We will provide consultation as requested to assist your operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Apollo Sheet Metal. As a support program customer, you will be given priority for "non-scheduled" calls. Should such an emergency arise, we will give you top priority over non-support program customer.

**On-Site Support Hours Allowance: 0 hours**

- **Training:** Continued training is recommended to refresh your current knowledge as well as provide valuable information on the new system features that may become available in future revisions of your system. The hours shown reflect requirements that were determined during our meetings and conversations regarding your current personnel proficiencies and staffing. During each site visit, we encourage your staff to participate and ask questions. We have found this to be one of the most effective ways to increasing system knowledge. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest. Training classes shall be scheduled and completed quarterly utilizing total hours as follows:

**Annual Training Hours Allowance: 8 hours**

SUPPORT PROGRAM PRICING SUMMARY:

Support Program Feature	Hours	Standard Rate Sell Price	Support Program Sell Price
<b>HVAC Maintenance</b>			
Fall Heating Maintenance:	24	\$1,800	\$1,120
Spring cooling Maintenance:	24	\$1,800	\$1,120
Mid-Winter Inspection:	8	\$680	\$560
Mid Summer Inspection:	8	\$680	\$560
Materials: (Lubricants, cleaning materials and Boiler/Chiller/Cooling towers annual required items) *Belts & filters provided by Benton County as discussed*	N/A	\$625	\$575
<b>HVAC Subtotals:</b>	<b>64</b>	<b>\$5,585</b>	<b>\$3,935</b>
<b>Environmental Controls</b>			
Controls Testing & Verification:	16	\$1360	\$1,120
Critical on-line Support	4	\$340	\$280
Priority On-Site Support:	0	\$0	\$0.
Training:	8	\$680	\$560
<b>Controls Subtotals</b>	<b>28</b>	<b>\$2,380</b>	<b>\$1,960</b>
<b>Totals:</b>	<b>92</b>	<b>\$7,965</b>	<b>\$5,895</b>

**Support Program Sell Price – Year 1: \$5,895.00+ Tax**

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

Scott Hagensicker  
Controls Division Project Manager  
Apollo Sheet Metal, Inc.  
509-586-1104



## SECOND SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and CASCADE FIRE PROTECTION CO., Kennewick, WA 99338, a firm licensed to do business in the State of Washington, hereinafter called "CONTRACTOR".

The parties entered into a Service Agreement per Resolution 07-419 dated June 25, 2007 (the "AGREEMENT") to perform testing and inspection of fire protection equipment with said contract expiring on June 30, 2008; and

Per Resolution 07-691 dated September 24, 2007 the Board of Benton County Commissioners approved the First Amendment to said AGREEMENT to include additional language in the attached amendment under section 9 titled "Hold Harmless and Indemnification" of the original agreement; and

The original AGREEMENT specifies it may be extended for an additional two (2) years if mutually agreed upon by both parties; and

The parties agree that all provisions of their agreement, as previously amended, remain in effect except for the following amendments:

1. CONTRACT DOCUMENTS the existing paragraph shall be amended by adding the following Exhibit:

Exhibit "D" – Contractor's Proposal including testing and inspection at the Benton County Health District Building for an addition \$385.00 not including W.S.S.T to the original agreement.

2. DURATION OF CONTRACT the existing paragraph shall be replaced in its entirety with the following:

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and shall expire June 30, 2009. This contract may be extended for an additional one (1) 12-month period if agreed upon by both parties.

3. SERVICES PROVIDED the existing paragraph shall be amended by adding the following Exhibit:

The COUNTY requires and the CONTRACTOR agrees to perform testing and inspection of fire protection equipment in accordance with the proposals provided in Exhibit "A", Exhibit "B" and Exhibit "D".

4. COMPENSATION the existing paragraph shall be replaced in its entirety with the following:

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A, Exhibit B and Exhibit D. The total amount payable by the COUNTY to the CONTRACTOR under this agreement, for the period starting with execution of this Amendment and ending

Orig.: File – Lisa Small

cc: Auditors; R. Ozuna; Facilities, Cascade Fire Protection Co.

Small

June 30, 2009, is two thousand three hundred sixty dollars and zero cents (\$2,360.00) not including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed two thousand five hundred sixty dollars, (\$2,560.00) not including W.S.S.T. 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 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.

**IN WITNESS WHEREOF** the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

**BENTON COUNTY**

**CASCADE FIRE PROTECTION CO.**

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Kevin O'Brien  
Inspection Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Date: 5/19/08

Exhibit "D"

CASCADE FIRE PROTECTION CO.  
5104 W. BRINKLEY ROAD  
KENNEWICK, WA 99338  
(509)-783-9773  
FAX - (509)-783-4403

RECEIVED  
MAY 06 2008  
BENTON COUNTY  
COMMISSIONERS

ANNUAL FIRE SPRINKLER TEST  
INSPECTION AND TESTING CONTRACT  
FOR 2008

SUBSCRIBER: **Benton County Facilities**  
**7122 W. Okanogan Place**  
**Kennewick, WA 99336**

DATE: **April 28, 2008**

ATTN: **Steve Franckowiak,**  
**Facility Supervisor**

CASCADE FIRE PROTECTION CO. agrees to perform Fire Sprinkler testing and inspection as required per NFPA #25 at location: **Benton Franklin Health District, 7102 W. Okanogan Place, Kennewick, Washington.**

On a/an Annual basis for the sum of **\$385.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **(2) 4" Wet Pipe Valve Systems, (1) 2 1/2" Preaction deluge system.**

All work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice.

Contract will remain in effect without change for a period of 1 year at which time the contract will be reviewed.

**ACCEPTANCE**

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agree to pay the amount mentioned in this contract according to the terms of this contract.

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBMITTED BY: Kevin O'Brien  
Kevin O'Brien, Sr. Fire Systems Inspector

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5-27-2008</u> Subject: <u>Fairgrounds</u> <u>Improvement</u> <u>Fund 0123-101</u> Prepared by: <u>Linda Ivey</u> Reviewed by: <u>Loretta</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

J

SUMMARY BACKGROUND INFORMATION

The Benton County Fairgrounds contracted with Routh Consulting Engineers, Inc to provide and Infrastructure study of the grounds.

2008 appropriated funds were budgeted in the Capital Outlay line item

Request appropriated funds are transferred to the Professional Services line item 575.400.4103.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
FAIRGROUNDS IMPROVEMENTS FUND NUMBER 0123-101

BE IT RESOLVED, by the Board of Benton County Commissioners, that  
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Fairgrounds; Auditor; File, Linda Ivey

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Fairgrounds Improvements

Dept Nbr: 000

Fund Name: Fairgrounds Improvements

Fund Nbr: 0123-101

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
594.750.	6401	Capital Outlay	\$30,000	575.400.	4103	Professional Services	\$30,000
TOTAL			\$30,000	TOTAL			\$30,000

Explanation:

Line item transfer to appropriate funds to Professional Services for the Fairgrounds Infrastructure study.

Prepared by: Linda Ivey

Date: 06-May-2008

Approved

Denied

Date: \_\_\_\_\_

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/27/08</u> Subject: <u>Boy Scouts of America, Blue Mountain Council #604</u> Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Board Direction	Consent Agenda           X Public Hearing 1st Discussion 2nd Discussion Workshop

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with the Boy Scouts of America, Blue Mountain Council #604. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Boy Scouts of America, Blue Mountain Council #604 to hold their Cub Scout Parent Meeting on June 5, 2008 and Cub Scout Camp on June 23 - 27, 2008 at the Fairgrounds.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator recommends approval of the Lease Agreement with the Boy Scouts of America, Blue Mountain Council #604.

**RECOMMENDATION**

Move the Lease Agreement with the Boy Scouts of America, Blue Mountain Council #604 be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE BOY SCOUTS OF AMERICA, BLUE MOUNTAIN COUNCIL #604**

**WHEREAS**, the Boy Scouts of America, Blue Mountain Council #604 will provide the Benton County Fairgrounds \$3,330.00 to hold a Cub Scout Parent Meeting on June 5, 2008 and Cub Scout Camp on June 23 - 27, 2008 at the Fairgrounds; and

**WHEREAS**, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

**WHEREAS**, the Benton County Administrator recommends the Boy Scouts of America, Blue Mountain Council #604 Lease Agreement be approved; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Boy Scouts of America, Blue Mountain Council #604 shall be granted; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Boy Scouts of America, Blue Mountain Council #604.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

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

**BENTON COUNTY FAIRGROUNDS**

1500 South Oak Street, Bldg #20  
Kennewick, WA 99337  
(509) 586-9211

**LEASE AGREEMENT**

TODAY'S DATE: **January 7, 2008**

LEASE AGREEMENT NUMBER: **026.08**

EVENT DATE(S): **June 5 and June 24 – 27, 2008**

NUMBER OF DAYS: **5**

BUILDING(S) / AREA: **Grounds – Including Buildings 1, 2, 5, 6;  
Bill Beck Memorial Gazebo; Central, North and South Lawn Areas**

LESSEE: **Boy Scouts of America, Blue Mountain Council #604**

MAILING ADDRESS: **8478 W Gage Blvd., Kennewick, WA 99337**

CONTACT: **Andrea Nuccio, District Executive**

WORK PHONE: **735-7306**

TIME OF THE EVENT: **1:30 – 8:30 pm each day**

TYPE OF EVENT: **Cub Scout Camp**

ESTIMATED ATTENDANCE: **450**

SELLING TICKETS: YES NO **X**

**THIS LEASE (AGREEMENT)** is entered into effective upon the signature of both parties, between Boy Scouts of America, Blue Mountain Council #604 (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

**1. EVENT**

- a. CUB SCOUT PARENT MEETING IN BUILDING 1 ON JUNE 5, 2008 FROM 7:00 PM UNTIL 9:00 PM WITH AN ESTIMATED ATTENDANCE OF 60 PEOPLE; AND CUB SCOUT DAY CAMP ON THE GROUNDS JUNE 24 – 27, 2008 FROM 1:30 UNTIL 8:30 EACH DAY WITH AN ESTIMATED ATTENDANCE OF 450 PEOPLE, hereafter referred to as the EVENT.

**2. FACILITIES LEASED FOR THE EVENT**

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on 6/23 and 6/28/08. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

**3. PAYMENTS**

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 3,330.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than June 9, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

**4. CAMPING OVERNIGHT**

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

**5. CANCELLATION OF EVENT**

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
  - 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
  - 2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

**6. CONCESSIONAIRES**

- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

**7. NOVELTIES/SOUVENIRS**

- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.

**8. DAMAGE / CLEANING DEPOSIT**

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage.** Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.
- b. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- c. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- d. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- e. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. **PERMITS**

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

11. **SECURITY**

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.

- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement.

## 12. SERVING ALCOHOL

- a. Alcoholic beverages shall not be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

## 13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10<sup>th</sup> Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or

local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

**14. TERMINATION OR AMENDMENT**

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

**15. INDEMNIFICATION AND HOLD HARMLESS**

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

**17. FAIRGROUNDS CONTACT**

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:
  - b. 

Jeff, Farrin, Jim and/or Denise                      543-0060
- b. This person(s) may be contacted for the following reasons:
  - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
  - 2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
  - 1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
  - 2. The fire department or an ambulance is summoned to the scene for an incident

in substantial damage to LESSORS' property and/or injury to persons.

**18. POLICIES AND PROCEDURES**

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, <sup>Watson</sup> Andrea Nuccio, District Executive (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Boy Scouts of America, Blue Mountain Council #604 to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

**LESSEE: Boy Scouts of America,  
Blue Mountain Council #604**

**LESSOR: BENTON COUNTY**

BY: Andrea Watson  
Date: 4-25-08

BY: \_\_\_\_\_  
David Sparks, County Administrator  
or Loretta Smith Kelty, Deputy County  
Administrator

Name: Andrea Watson  
Title: District Director

Date: \_\_\_\_\_

Approved as to form:

BY: [Signature]  
Civil Deputy Prosecutor

**EXHIBIT A  
FEES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES**

**DAMAGE/CLEANING DEPOSIT**

Refundable in approximately ten (10) business days after the EVENT, only if the building and/or rented area is completely clean, all garbage in dumpster(s), and tables and chairs re-stacked.

**DEPOSIT TOTAL:** \$ 250.00

**BUILDING(S) AND/OR AREA(S) FEES**

Grounds Area - including Buildings 1, 2, 5, and 6;  
Central, North and South Lawn Areas, and Bill Beck Memorial Gazebo

**BUILDING(S)/AREA TOTAL:** \$ 2,500.00

**EQUIPMENT RENTAL FEES**

Included in Grounds Rate – 70 Tables, 200 Chairs

Additional Equipment

<u>Item</u>	<u>Number</u>	<u>Cost</u>	<u>Total</u>	
Picnic Tables	35	10.00	400.00	
Bleachers	15	15.00	180.00	Total \$ <u>580.00</u>

Additional Tables available at \$8.00 each per day

Additional Chairs available at \$1.00 each per day

Additional Bleachers available at \$15.00 each per day

**EQUIPMENT RENTAL TOTAL:** \$ 580.00

**LESSOR FURNISHED INSURANCE FEES**

Lessee will provide.

**INSURANCE TOTAL:** \$ 0

**SECURITY FEES**

Lessee will provide.

**SECURITY TOTAL:** \$ 0

**REFUSE DISPOSAL FEES**

<b>Bin Size</b>	<b>Number</b>	<b>Cost</b>	<b>Total</b>
4 Yard Bin	4	<b>Included</b>	<b>0</b>

**REFUSE TOTAL:** \$ 0

NAME: Boy Scouts of America, Blue Mountain Council #604

EVENT DATE: June 24 – 27, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>2500.00</u>
Equipment Fees	\$ <u>580.00</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 3,330.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/27/08</u> Subject: <u>The Society for Creative Anachronism, Inc.</u>  Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution                   X Pass Ordinance Pass Motion Board Direction	Consent Agenda                   X Public Hearing 1st Discussion 2nd Discussion Workshop

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with The Society for Creative Anachronism, Inc. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows The Society for Creative Anachronism, Inc. to hold their Kingdome Level Medieval Fair at the Fairgrounds on July 17 - 20, 2008.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator recommends approval of the Lease Agreement with The Society for Creative Anachronism, Inc.

**RECOMMENDATION**

Move the Lease Agreement with The Society for Creative Anachronism, Inc. be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE  
BENTON COUNTY FAIRGROUNDS AND THE SOCIETY FOR CREATIVE  
ANACHRONISM, INC.**

**WHEREAS**, The Society for Creative Anachronism, Inc. will provide the Benton County Fairgrounds \$5,500.00 to hold a Medieval Fair at the Fairgrounds on July 17-20, 2008; and

**WHEREAS**, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

**WHEREAS**, the Benton County Administrator recommends The Society for Creative Anachronism, Inc. Lease Agreement be approved; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with The Society for Creative Anachronism, Inc. shall be granted; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Lease Agreement with The Society for Creative Anachronism, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**BENTON COUNTY FAIRGROUNDS**

1500 South Oak Street, Bldg #20  
Kennewick, WA 99337  
(509) 586-9211

**LEASE AGREEMENT**

TODAY'S DATE: **January 18, 2008**

LEASE AGREEMENT NUMBER: **041.08**

EVENT DATE(S): **July 17 – 20, 2008**

NUMBER OF DAYS: **4**

BUILDING(S) / AREA: **South, North and Central Lawn Areas, Commercial Pavilion, Oak Street Area, West and South RV Parks**

LESSEE: **Society for Creative Anachronism, Inc. DBA Society for Creative Anachronism**

MAILING ADDRESS: **PO Box 360789, Milpitas, CA 95036**

CONTACT: **Heather Parchen, President**

HOME PHONE: **509-750-1796** CELLULAR PHONE: **509-750-5636**

TIME OF THE EVENT: **Thursday 10:00 am – 11:00 pm,  
Friday and Saturday 8:00 am – 11:00 pm,  
Sunday 8:00 am – 5:00 pm**

TYPE OF EVENT: **Medieval Fair**

ESTIMATED ATTENDANCE: **1000**

SELLING TICKETS: YES NO **X**

**THIS LEASE (AGREEMENT)** is entered into effective upon the signature of both parties, between \_\_\_\_\_ **Society for Creative Anachronism, Inc. DBA Society forcreativ E Anachronism** , a nonprofit corporation organized under the laws of the State of Washington, (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

**1. EVENT**

- a. MEDIEVAL FAIR IN THE SOUTH, NORTH AND CENTRAL LAWN AREAS, COMMERCIAL PAVILION, OAK STREET AREA AND WEST AND SOUTH RV PARKS ON JULY 17 – 20, 2008 FROM 10:00 AM – 11:00 PM ON THURSDAY, 8:00 AM – 11:00 PM ON FRIDAY AND SATURDAY, AND 8:00 AM – 5:00 PM ON SUNDAY WITH AN ESTIMATED ATTENDANCE OF 1,000 PEOPLE, hereafter referred to as the EVENT.

**2. FACILITIES LEASED FOR THE EVENT**

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on July 16, 2008 . LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

**3. PAYMENTS**

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 5,500.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than June 16, 2008 . If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

**4. CAMPING OVERNIGHT**

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.

**5. CANCELLATION OF EVENT**

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
  - 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
  - 2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

**6. CONCESSIONAIRES**

- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

**7. NOVELTIES/SOUVENIRS**

- a. LESSEE agrees to pay 0 of all novelty, souvenir and merchandise gross revenues (minus sales tax) to the LESSOR for the duration of the EVENT.
- b. LESSEE may sell novelty, souvenir and similar merchandise at the EVENT and may contract with vendors for this purpose, and may contract with such other vendors as it finds necessary to conduct the Event provided that any vendors doing business at the site of the Event must comply with the following requirements:
  - 1. All vendors must be licensed to conduct business as vendors selling whatever merchandise they plan on selling, or providing such equipment/services as they plan on providing pursuant to all state and local laws;
- c. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

**8. DAMAGE / CLEANING DEPOSIT**

- a. LESSEE must pay a damage/cleaning deposit of \$ 500.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will

be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

## 9. INSURANCE

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage.** Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.
- c. *Policies sufficient to meet these requirements are available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*
- d. **All insurance policies required by this section shall include move-in and move-out days, as well as the event days and shall indicate these dates on the insurance certificate.**
- e. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- f. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- g. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;

- h. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

**10. PERMITS**

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

**11. SECURITY**

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons, LESSEE forfeits all right to recover any payments paid to date.

**12. SERVING ALCOHOL**

- a. No alcoholic beverages shall be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.

- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

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- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10<sup>th</sup> Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

**14. TERMINATION OR AMENDMENT**

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

**15. INDEMNIFICATION AND HOLD HARMLESS**

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by

the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

- b. In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, 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 LESSEE 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 LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE 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 LESSEE makes with any subcontractor or agent performing work hereunder.

**16. FAIRGROUNDS CONTACT**

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff, Farrin, Jim and/or Denise      543-0060

- b. This person(s) may be contacted for the following reasons:
  1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
  2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
  1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
  2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
  3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
  4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

**17. POLICIES AND PROCEDURES**

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Heather Parchen, President (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Society for Creative Anachronism, Inc. DBA Society forcreative Anachronism to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

**LESSEE: The Society for Creative  
Anachronism, Inc. DBA  
Society forcreative  
Anachronism**

**LESSOR: BENTON COUNTY**

BY: Heather Parchen  
Date: 5/13/08

BY: \_\_\_\_\_  
Chairman of the Board

Name: Heather Parchen  
Title: General-president

Date: \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_  
Sr. Deputy Prosecuting Attorney

**EXHIBIT A  
FEES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES**

**DAMAGE/CLEANING DEPOSIT**

Refundable in approximately ten (10) business days after the EVENT, only if the building and/or rented area is completely clean, all garbage in dumpster(s), and tables and chairs re-stacked.

**DEPOSIT TOTAL:** \$ 500.00

**BUILDING(S) AND/OR AREA(S) FEES**

South, North and Central Lawn Areas, Commercial Pavilion,  
Oak Street Area, West and South RV Parks

**BUILDING(S)/AREA TOTAL:** \$ 5,000.00

**EQUIPMENT RENTAL FEES**

No equipment needed.

**EQUIPMENT RENTAL TOTAL:** \$ 0

**LESSOR FURNISHED INSURANCE FEES**

Lessee will provide.

**INSURANCE TOTAL:** \$ 0

**SECURITY FEES**

Lessee will provide.

**SECURITY TOTAL:** \$ 0

**REFUSE DISPOSAL FEES**

Bin Size	Number	Cost	Total
4 Yard Bin	6	Included	0

**REFUSE TOTAL:** \$ 0

**OTHER FEES**

Camping Fees: Included in Building Fees

NAME: The Society for Creative Anachronism, Inc.

EVENT DATE: July 17 – 20, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>500.00</u>
Building(s)/Area Fees	\$ <u>5,000.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 5,000.00



BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

REC-11-VED  
MAY 19 2008  
Under www.IRS.GOV/Search for 1542  
BENTON COUNTY COMMISSIONERS

VENDOR #: 468770  
NAME: Carrie Huie-Pascua  
MONTH: April 2008  
FUND: HUMAN SERVICES #0108-101

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.

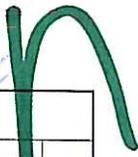
MEALS				RECEIPTS REQUIRED				PURPOSE & LOCATION REQUIRED			
DATE	BREAKFAST	LUNCH	DINNER	TOTALS	TRANSPORT (AIR/TAXI)	CAR RENTAL/PARKING	REGISTRATION FEES/OTHER	TRAVEL MILEAGE	PURPOSE	LOCATION	
4/1								4	GAHA Committee Mtg	Kenn.	
4/2								21	Franklin Co. Commissioners	Pasco	
4/3								4	Gebbt Board Mtg.	Kenn.	
4/3								5	Town Hall Mtg.	Kenn.	
4/8								12	City of Richland Interlocal	Richland	
4/8								16	City of Kenn. Interlocal	Kenn.	
4/10								16	CI Planning	Kenn.	
4/15								4	Mtg with Tim Coleman	Kenn.	
4/14								10	CI Training	Kenn.	
4/14								20	Stevens M.S. - Juv. Justice Mtg	Pasco	
4/17								10	CI Training	Kenn.	
4/18								10	CI Training	Kenn.	
4/28								62.5	Benton Co. Commissioners	Prosser	

Miles: 194.5  
@ .505/mile (effective 1/7/08)  
SUBTOTALS: \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
Meals Lodging Transport Rental Other  
TOTAL REIMBURSEMENT REQUEST: \$ 98.22

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 Huie-Pascua  
Job Title: Director - DHS  
Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

BUDGET CODING		
DEPT	BASE SUB	OBJECT
560	560.110	4301
		98.22

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

COPY 

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	.	Execute Contract	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>
Subject:	Joint Resolution for Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Mental Health Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 <sup>st</sup> Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 <sup>nd</sup> Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

The Counties' Mental Health Advisory Board (MHAB) is a nine member board which reviews mental health treatment programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

**SUMMARY**

Charlotte McCary resigned from the Advisory Board and her term would have expired on December 31, 2009. John Evans has expressed interest in being appointed to the Board and was elected by the Board to be appointed to the Mental Health Advisory Board.

**RECOMMENDATION**

Sign the Joint Resolution to appoint John Evans to fill Ms. McCary's term which will expire December 31, 2009.

**FISCAL IMPACT**

There is no fiscal impact. These are voluntary positions.

**MOTION**

To approve signing the Joint Resolution to appoint John Evans to a term on the Mental Health Advisory Board ending December 31, 2009.

JOINT RESOLUTION

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

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by Franklin County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health Advisory Board, and

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

WHEREAS, one vacancy exists on the Board with the resignation of Charlotte McCary; and

WHEREAS, John Evans has demonstrated interest and indicated willingness to accept appointment to the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that John Evans, residing at 4003 Road 107, Pasco, WA, be hereby appointed to fill Charlotte McCary's position on the Benton-Franklin Counties' Mental Health Advisory Board for a term of appointment that will expire on December 31, 2009.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Claude Oliver, Chairman of the Board

\_\_\_\_\_  
Robert Koch, Chairman of the Board

\_\_\_\_\_  
Max Bentiz, Chair Pro-tem

\_\_\_\_\_  
Rick Miller, Chair Pro-tem

\_\_\_\_\_  
Leo Bowman, Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

\_\_\_\_\_  
Neva Corkrum, Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: John Evans

Carey



<b>AGENDA ITEM</b> MEETING DATE: May 27, 2008 SUBJECT: Lease Agreement with Sharp Electronics Corporation – B/W/Colored Copier MEMO DATE: May 21, 2008 Prepared By: Carel Hiatt Reviewed By Michael E. Shuttleworth	<b><u>TYPE OF ACTION NEEDED</u></b> Execute Contract Pass Resolution     X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other
--	--	--

**BACKGROUND INFORMATION**

The Benton County Planning Department's 60-month lease on the colored and black and white copiers with IKON Office Solutions expired on March 20, 2008. The Benton County Planning Department tried out three copiers and has found that the MX-6200N Black/White/Colored Multifunction Digital Copier/Printer from Sharp Electronics Corporation best suits the needs of the Planning Department. The MX-6200N copier has a map feature, which is very important to our department along with the ability to produce black and white copies 62 PPM and 41 PPM for colored. The copier also has a built in scanning feature, which will be of benefit to our customers, such as surveyors and developers. The monthly lease amount will be \$464.82 with black and white copying costs being .008 and colored copying costs being .04, which would also include all supplies, except paper. The current cost for operating the two copiers one being a black and white and the other one being a colored was running on average about \$850 to \$1200 per month depending on the amount of copying that needed to be completed. Sharp Electronics Corporation MX-6200N copier is covered under the State Contract with regards to pricing and conditions. Attached for the Board's review is a copy of the Contract for Lease of Office Equipment General Terms and Conditions – which needs to be signed by the Board of County Commissioners, Exhibit A – Special Terms and Conditions of State Contract #03706 and Exhibit B – Schedule of Compensation. In addition, attached please find a resolution for the Board of County Commissioners to sign approving the 48-month Contract between the Benton County Planning Department and the Sharp Electronics Corporation. Eric Hsu from the Prosecuting Attorney's Office wrote the Contract for Lease of Office Equipment General Terms and Conditions and has reviewed Exhibit A – Special Terms and Conditions of State Contract #03706 and Exhibit B – Schedule of Compensation.

**SUMMARY**

The Benton County Planning Department signed an agreement with IKON for the leasing of a black/white copier and a colored copier on March 20, 2003 for 60 months, which expired on March 20, 2008. The Benton County Planning Department tried out copiers from various vendors and has found that the Sharp Electronics Corporation MX-6200N Black/white/Colored Copier fits the needs of the department. The new combination black/white/colored copier will be a cost savings to the County as instead of two machines the Planning Department will only be leasing one machine. The Board of County Commissioners will need to sign the attached resolution authorizing the Interim Planning Manager to enter into a 48 months lease with Sharp Electronics Corporation.

**RECOMMENDATION**

It is the recommendation of the Interim Planning Manager that the Board of County Commissioners sign the attached resolution and Contract for Lease of Office Equipment

General Terms and Conditions with Sharp Electronics Corporation for the leasing of a black/white/colored copier for 48 months.

**FISCAL IMPACT**

The new lease for the black/white/colored copier will save the County money, as the Planning Department will be leasing only one copier instead of two.

**MOTION**

The Board of County Commissioners will need to make a motion to enter into a Contract with Sharp Electronics Corporation for the leasing of a copier for 48 months to the Benton County Planning Department.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF LEASING A MX-6200N BLACK/WHITE/COLOR MULTIFUNCTION DIGITAL COPIER/PRINTER FOR THE BENTON COUNTY PLANNING DEPARTMENT

WHEREAS, the Benton County Planning Department would like to enter into a 48 month lease option with Sharp Electronics Corporation for the leasing of a black/white/colored copier in 2008, as the current lease with another company has expired; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Contract for Lease of Office Equipment General Terms and Conditions. Attached to the Contract will be "Exhibit A" Special Terms and Conditions of State Contract #03706 with Sharp Electronics Corporation for a Sharp Model MX-6200N Black/White/Color Multifunction Digital Copier/Printer and "Exhibit B" Schedule of Compensation outlining the fees to be charged to the Benton County Planning Department for the lease of the copier; and,

WHEREAS, the monthly maintenance agreement amount will be \$464.82 with the copying charges being 0.04 for colored including all supplies, except paper and the black and white would be .008 including all supplies, except for paper; and,

WHEREAS, it is the recommendation of the Interim Planning Manager of the Benton County Planning Department that the Board of County Commissioners sign the Contract for Lease of Office Equipment – General Terms and Conditions with Sharp Electronics Corporation which include Exhibits A and B; and,

WHEREAS, Sharp Electronics Corporation is a vendor under the State of Washington Current Contract, NOW THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the signing of the lease agreement with the Benton County Planning Department for a black/white/colored copier from Sharp Electronics Corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....  
Clerk of the Board

Michael E. Shuttleworth/ch

CC: Planning Dept./R. Ozuna – PA/Auditor’s Office

## State of Washington Current Contract Information

Effective Date: December 17, 2007

<b>Contract Number:</b>	03706 (Replaces 05899 and 07903)	<b>Commodity Code:</b>	3611	
<b>Contract Title:</b>	Multifunctional Document Devices, Standalone and Networked			
<b>Purpose:</b>	For Konica Minolta, update the approved equipment and accessories list in Category 1.			
<b>Term:</b>	April 2, 2007	<b>Through:</b>	April 1, 2009	
<b>For Use By:</b>	All Agencies, Departments and Institutions of Higher Education (College and Universities, Community and Technical Colleges) of the State of Washington, Political Subdivisions and Qualified Non-profit Organizations that are part of the Washington State Purchasing Cooperative (WSPC) and the Materials Management Center.  A list of WSPC members is available on the Internet at: <a href="https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv">https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv</a>			
<b>Scope of Contract:</b>	This contract is awarded to <b>MULTIPLE</b> contractors.			
<b>Contractors:</b>	1. <u><a href="#">IKON Office Solutions, Inc.</a></u> 2. <u><a href="#">Konica Minolta Business Solutions USA, Inc.</a></u> 3. <u><a href="#">Ricoh Corporation</a></u> 4. <u><a href="#">Sharp Electronics Corporation</a></u> 5. <u><a href="#">Xerox Corporation</a></u>	Page 5 Page 7 Page 10 Page 12 Page 14		
<b>Related Contracts:</b>	08101 Mail Equipment, 00902 Fax Machines			
<b>Term Worth:</b>	\$45,000,000/2 years			
<b>Current Participation:</b>	\$0 MBE	\$0 WBE	\$45,000,000 OTHER	\$0 EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

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 number(s) listed below.

Contract Administrator:	Keith Armstrong
Phone Number:	(360) 902-7420
Fax Number:	(360) 586-2426
E-mail:	<a href="mailto:karmstr@ga.wa.gov">karmstr@ga.wa.gov</a>

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

## TABLE OF CONTENTS

<b>CONTRACTOR INFORMATION.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IKON Office Solutions, Inc.....	<b>Error! Bookmark not defined.</b>
Konica Minolta Business Solutions USA, Inc.....	8
Ricoh Corporation.....	11
Sharp Electronics Corporation.....	13
Xerox Corporation.....	15
<b>SPECIAL TERMS AND CONDITIONS .....</b>	<b>17</b>
1. Survivability .....	17
2. Equipment Additions/Deletions .....	17
3. Equipment Installation/Removal .....	17
4. Training on Equipment.....	17
5. Operator's Manual .....	18
6. Newly Installed Machine Performance Problems.....	18
7. Equipment Loaners.....	18
8. Equipment Relocation/Transfer.....	19
9. Excessive Service and Downtime.....	19
10. Materials and Workmanship.....	19
11. Contractor Performance.....	19
12. Equipment Inspection/Testing/Acceptance .....	20
13. Installation Site Requirements.....	20
14. Availability of Repair Parts .....	20
15. Service and Maintenance Support .....	20
16. Dealers/Distributors.....	21
17. Lack of Timely Repair Service Response.....	21
18. Equipment Warranty(ies).....	21
19. Special Promotions.....	22
20. Bulk Placements .....	22
21. Rentals .....	22
22. Expiration/Renewal of Rental Agreement.....	22
23. Rental Machine Upgrades and Downgrades.....	23
24. Operating Leases.....	23
25. Standard Leases .....	23
26. Early Termination Charges.....	24
27. Payment of Property Taxes.....	24
28. Risk of Loss or Damage .....	24
29. Customer Pricing Verification.....	24
<b>COPIER BASICS .....</b>	<b>25</b>
<b>USER GUIDE FOR COPIER ACQUISITION AND FLEET MANAGEMENT .....</b>	<b>27</b>
<b>RENTAL COST ANALYSIS WORKSHEET.....</b>	<b>29</b>

<b>PRICING SHEETS .....</b>	<b>30</b>
<b>CATEGORY 1 .....</b>	<b>30</b>
IKON Office Solutions, Inc.....	30
Konica Minolta Business Solutions USA, Inc.....	31
Ricoh Corporation .....	32
Xerox Corporation.....	33
<b>CATEGORY 2 .....</b>	<b>34</b>
IKON Office Solutions, Inc.....	34
Konica Minolta Business Solutions USA, Inc.....	35
Ricoh Corporation .....	36
Sharp Electronics Corporation.....	37
Xerox Corporation.....	38
<b>CATEGORY 3 .....</b>	<b>39</b>
IKON Office Solutions, Inc.....	39
Konica Minolta Business Solutions USA, Inc.....	40
Ricoh Corporation .....	41
Sharp Electronics Corporation.....	42
Xerox Corporation.....	43
<b>CATEGORY 4 .....</b>	<b>44</b>
IKON Office Solutions, Inc.....	44
Konica Minolta Business Solutions USA, Inc.....	45
Ricoh Corporation .....	46
Sharp Electronics Corporation.....	47
Xerox Corporation.....	48
<b>CATEGORY 5 .....</b>	<b>49</b>
IKON Office Solutions, Inc.....	49
Konica Minolta Business Solutions USA, Inc.....	50
Ricoh Corporation .....	51
Sharp Electronics Corporation.....	52
Xerox Corporation.....	53
<b>CATEGORY 6 .....</b>	<b>54</b>
IKON Office Solutions, Inc.....	54
Konica Minolta Business Solutions USA, Inc.....	55
Ricoh Corporation .....	56
Sharp Electronics Corporation.....	57
Xerox Corporation.....	58
<b>CATEGORY 7 .....</b>	<b>59</b>
IKON Office Solutions, Inc.....	59
Konica Minolta Business Solutions USA, Inc.....	60
Ricoh Corporation .....	61

Sharp Electronics Corporation.....	62
Xerox Corporation.....	63
<b>CATEGORY 8 .....</b>	<b>64</b>
IKON Office Solutions, Inc. ....	64
Konica Minolta Business Solutions USA, Inc.....	65
Ricoh Corporation .....	66
Xerox Corporation.....	67
<b>CATEGORY 9 .....</b>	<b>68</b>
IKON Office Solutions, Inc. ....	68
Konica Minolta Business Solutions USA, Inc.....	69
Ricoh Corporation .....	70
Sharp Electronics Corporation.....	71
Xerox Corporation.....	72
<b>CATEGORY 10 .....</b>	<b>73</b>
IKON Office Solutions, Inc. ....	73
Konica Minolta Business Solutions USA, Inc.....	74
Ricoh Corporation .....	75
Sharp Electronics Corporation.....	76
Xerox Corporation.....	77
<b>CATEGORY 11 .....</b>	<b>78</b>
IKON Office Solutions, Inc. ....	78
Konica Minolta Business Solutions USA, Inc.....	79
Ricoh Corporation .....	80
Sharp Electronics Corporation.....	81
Xerox Corporation.....	82
<b>CATEGORY 12 .....</b>	<b>83</b>
IKON Office Solutions, Inc. ....	83
Konica Minolta Business Solutions USA, Inc.....	84
Ricoh Corporation .....	85
Xerox Corporation.....	86
<b>PERFORMANCE REPORT .....</b>	<b>88</b>
<b>PRODUCT/SERVICE PERFORMANCE REPORT .....</b>	<b>89</b>

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	<b>IKON Office Solutions, Inc.</b> 4160 6 <sup>th</sup> Ave SE Suite #102 Lacey, WA 98503	
<b>Contractor Website:</b>	<a href="http://www.ikon-wastatecontract.com/">http://www.ikon-wastatecontract.com/</a>	
<b>Federal Tax Identification No.:</b>	23-0334400	
<b>Contacts:</b>	<b>Contract Administration and Problem Resolution Primary Contact</b>	<b>Contract Administration and Problem Resolution Alternate Contact</b>
Name:	James Tripp	Paul Macaluso
Title:	Washington Government Director of Sales	WA Government Sales Manager - Single Point of Contact
Telephone:	(360) 493-2121	(360) 493-2126
Fax:	(360) 438-0244	(360) 438-0244
Email:	<a href="mailto:jtripp@ikon.com">jtripp@ikon.com</a>	<a href="mailto:pjmacaluso@ikon.com">pjmacaluso@ikon.com</a>
<b>Contacts:</b>	<b>Product Information, Order Placement and Invoicing Questions</b>	<b>Service Information, Order Placement and Invoicing Questions</b>
Name:	Paul Macaluso	Dan Sparkmon
Title:	WA Government Sales Manager - Single Point of Contact	Washington Government Accounts Service Manager
Telephone:	(360) 493-2126	(425) 576-3803
Fax:	(360) 438-0244	(425) 576-3955
Email:	<a href="mailto:pjmacaluso@ikon.com">pjmacaluso@ikon.com</a>	<a href="mailto:dsparkmon@ikon.com">dsparkmon@ikon.com</a>
<b>Credit Card Acceptance:</b>	American Express, MasterCard, Visa	
<b>Delivery Time:</b>	30 days After Receipt of Order (ARO)	
<b>Payment Terms:</b>	Net 30 days	
<b>Shipping Destination:</b>	Free On Board (FOB) Destination Within the State of Washington	
<b>Freight:</b>	Prepaid and included in unit pricing	

**ORDERING ADDRESSES**

<b>Purchase Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
IKON Office Solutions, Inc. 4160 6 <sup>th</sup> Ave SE, Suite 102 Lacey WA 98503	IKON Office Solutions, Inc. 1516 W 17 <sup>th</sup> St, Suite 103 Tempe AZ 85281	IKON Office Solutions, Inc. PO Box 7414 Pasadena CA 91109-7414

<b>Rental/Lease Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
IKON Office Solutions, Inc. 4160 6 <sup>th</sup> Ave SE, Suite 102 Lacey WA 98503	IKON Financial Svcs./IKON Office Solutions/GECITS 1738 Bass Rd Macon GA 31210	IKON Financial Svcs./IKON Office Solutions/GECITS PO Box 650073 Dallas TX 75265-0073

Service Orders sent to:	Billing will be from:	Payment sent to:
IKON Office Solutions, Inc. 4160 6 <sup>th</sup> Ave SE, Suite 102 Lacey WA 98503	IKON Office Solutions, Inc. 1516 W 17 <sup>th</sup> St, Suite 103 Tempe AZ 85281	IKON Office Solutions, Inc. PO Box 7414 Pasadena CA 91109-7414

### STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

<b>Dealer:</b>	IKON Office Solutions, Inc. 114 W Magnolia, Suite 107 Bellingham WA 98225	IKON Office Solutions, Inc. 3075 112 <sup>th</sup> Ave NE, Suite 200 Bellevue WA 98004	IKON Office Solutions, Inc. 2535 Perry Ave Bremerton WA 98310
<b>Telephone:</b>	(425) 576-3806	(425) 576-3803	(360) 493-2113
<b>Fax:</b>	(425) 576-3955	(425) 576-3955	(360) 438-0244
<b>Counties:</b>	Whatcom, Skagit, Island, San Juan	Snohomish, King, Pierce	Kitsap, Clallam, Jefferson

<b>Dealer:</b>	IKON Office Solutions, Inc. 4160 6 <sup>th</sup> Ave SE, Suite 104 Lacey WA 98503	IKON Office Solutions, Inc. 500 NW Chamber Way Chehalis WA 98532-2200	IKON Office Solutions, Inc. 1105 15 <sup>th</sup> Ave, Suite D Longview WA 98632-3068
<b>Telephone:</b>	(360) 493-2113	(360) 493-2113	(360) 493-2113
<b>Fax:</b>	(360) 438-0244	(360) 438-0244	(360) 438-0244
<b>Counties:</b>	Thurston, Mason, Grays Harbor	Lewis	Pacific, Wahkiakum, Cowlitz

<b>Dealer:</b>	IKON Office Solutions, Inc. 12100 SW Garden Place Portland OR 97223-8264	IKON Office Solutions, Inc. 2839 W Kennewick Ave, Kennewick WA 99336-2927	IKON Office Solutions, Inc. 1731 S 1 <sup>st</sup> St, Suite 300 Yakima WA 98901-3796
<b>Telephone:</b>	(503) 603-8135	(425) 576-3879	(425) 576-3879
<b>Fax:</b>	(503) 603-8838	(425) 576-3955	(425) 576-3955
<b>Counties:</b>	Clark, Skamania	Klickitat, Benton, Grant, Walla Walla, Franklin, Columbia	Yakima, Kittitas

<b>Dealer:</b>	IKON Office Solutions, Inc. 331 Valley Mall Parkway East Wenatchee WA 98802-4831	IKON Office Solutions, Inc. 8815 E Mission Ave Spokane Valley WA 99212-2532	IKON Office Solutions, Inc. 613 Bryden Ave Lewiston ID 83501-5192
<b>Telephone:</b>	(425) 576-3879	(509) 944-7235	(509) 944-7235
<b>Fax:</b>	(425) 576-3955	(509) 8919200	(509) 8919200
<b>Counties:</b>	Okanogan, Chelan, Douglas	Ferry, Stevens, Pend Oreille, Lincoln, Spokane	Whitman, Garfield, Asotin, Adams

### STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

To locate your local authorized IKON Office Solutions sales representative, choose either: State Agencies, Higher Education or Schools/Municipalities depending on your affiliation. There you will find the name, telephone/fax numbers and email address of the sales representative assigned to your location.

For a list of service locations with contact information, click Statewide Support.

Current Contract Information (CCI), Effective Date: December 17, 2007  
Contract No. 03706 for Multifunctional Document Devices, Standalone and Networked  
Page 7 of 90

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	<b>Konica Minolta Business Solutions USA, Inc.</b> 2100 Washington Blvd, Suite 100 Arlington VA 22204-5703	
<b>Contractor Website:</b>	<a href="http://www.kmbs.konicaminolta.us/wa">http://www.kmbs.konicaminolta.us/wa</a>	
<b>Federal Tax Identification No.:</b>	13-1921089	
<b>Contacts:</b>	<b>Contract Administration and Problem Resolution Primary Contact</b>	<b>Contract Administration and Problem Resolution Alternate Contact</b>
<b>Name:</b>	Michelle Lovely	Sunny Kim
<b>Title:</b>	Government Account Manager	Government Marketing Specialist
<b>Telephone:</b>	(303) 736-0602	(800) 331-0561 Ext. 3254
<b>Fax:</b>	(703) 271-1188	(703) 271-1188
<b>Email:</b>	<a href="mailto:mlovely@kmbs.konicaminolta.us">mlovely@kmbs.konicaminolta.us</a>	<a href="mailto:skim@kmbs.konicaminolta.us">skim@kmbs.konicaminolta.us</a>
<b>Contacts:</b>	<b>Product Information, Order Placement and Invoicing Questions</b>	<b>Service Information, Order Placement and Invoicing Questions</b>
<b>Name:</b>	Peter Rogers	Peter Rogers
<b>Title:</b>	Contract Administrator	Contract Administrator
<b>Telephone:</b>	(800) 456-6422 Ext. 2706	(800) 456-6422 Ext. 2706
<b>Fax:</b>	(800) 798-1159	(800) 798-1159
<b>Email:</b>	<a href="mailto:rogersp@kmbs.konicaminolta.us">rogersp@kmbs.konicaminolta.us</a>	<a href="mailto:rogersp@kmbs.konicaminolta.us">rogersp@kmbs.konicaminolta.us</a>
<b>Credit Card Acceptance:</b>	American Express, MasterCard, Visa	
<b>Delivery Time:</b>	30 days After Receipt of Order (ARO)	
<b>Payment Terms:</b>	Net 30 days	
<b>Shipping Destination:</b>	Free On Board (FOB) Destination Within the State of Washington	
<b>Freight:</b>	Prepaid and included in unit pricing	

**ORDERING ADDRESSES**

<b>Purchase/Rental/Service Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Konica Minolta Business Solutions 500 Day Hill Rd Windsor CT 06095-5711	Konica Minolta Business Solutions 500 Day Hill Rd Windsor CT 06095-5711	Konica Minolta Business Solutions PO Box 403718 Atlanta GA 30384-3718

<b>Lease Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Konica Minolta Business Solutions 500 Day Hill Rd Windsor CT 06095-5711	United Leasing PO Box 1170 Milwaukee WI 53201-1170	United Leasing PO Box 1170 Milwaukee WI 53201-1170

**STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK**

<b>Dealer:</b>	Abadan 79 Aaron Dr Richland WA 99352-4414	ABC Office Equipment Co., Inc. 7322 E Broadway Ave Spokane Valley WA 99212-1135	Bohn's Printing, Inc. 308 Union St The Dalles OR 97058-1721
<b>Telephone:</b>	(509) 946-2030	(509) 922-4600	(541) 296-2361
<b>Fax:</b>	(509) 946-1927	(509) 922-5569	(541) 298-8994
<b>Counties:</b>	Benton, Franklin	Asotin, Ferry, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, Whitman	Klickitat

<b>Dealer:</b>	Business Interiors & Equipment, Inc. 1634 W Broadway Ave Moses Lake WA 98837-2613	Copytronix dba A Global Imaging Systems Co. 16655 SW 72 <sup>nd</sup> Ave, Suite 800 Portland OR 97224-7769	Custom Copy Systems, Inc. 1602 Tacoma Ave S Tacoma WA 98402-1816
<b>Telephone:</b>	(509) 765-5800	(503) 620-0202	(253) 383-2188
<b>Fax:</b>	(509) 766-9489	(503) 968-0326	(253) 272-3805
<b>Counties:</b>	Adams, Chelan, Douglas, Grant, Lincoln, Okanogan	Clark, Cowlitz	Pierce

<b>Dealer:</b>	David Rodstol, Inc. 12 N Wenatchee Ave Wenatchee WA 98801-2237	Inland NW Services 3204 5 <sup>th</sup> St Lewiston ID 83501-4306	Konica Minolta Business Solutions 12674 Gateway Dr, Bldg 2 Tukwila WA 98168-3307
<b>Telephone:</b>	(509) 663-6311	(208) 746-2557	(206) 441-5650
<b>Fax:</b>	(509) 662-3231	(208) 746-3216	(206) 805-4530
<b>Counties:</b>	Chelan, Douglas, Grant, Okanogan	Asotin, Garfield, Whitman	Chelan, Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pierce, Skagit, Snohomish, Thurston, Whatcom

<b>Dealer:</b>	Konica Minolta Business Solutions 2701 NW Vaughn St, Suite 370 Portland OR 97210-5311	Oasys, Inc. 1575 Port Dr Burlington WA 98233-3119	Office Systems Northwest, Inc. 1301 Fraser St, Suite 3 Bellingham WA 98229-5851
<b>Telephone:</b>	(503) 223-4060	(360) 755-0309	(360) 671-9630
<b>Fax:</b>	(503) 223-4466	(360) 757-1849	(360) 671-9634
<b>Counties:</b>	Clark, Cowlitz, Skamania	Island, San Juan, Skagit, Snohomish, Whatcom	Skagit, Snohomish, Whatcom, Island

<b>Dealer:</b>	Pacific Office Automation, Inc. (Seattle Metro) 15405 SE 37 <sup>th</sup> St, Suite 100 Bellevue WA 98006-1772	Pacific Office Automation, Inc. (Tacoma Metro/South Sound) 5102 20 <sup>th</sup> St E Tacoma WA 98424-1996	Pacific Office Automation, Inc. (Portland Metro) 14747 NW Greenbrier Pkwy, Suite A Beaverton OR 97006-5601
<b>Telephone:</b>	(425) 562-2166	(253) 572-6400	(503) 641-2000
<b>Fax:</b>	(425) 653-5755	(253) 922-9480	(503) 643-6063
<b>Counties:</b>	Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, Skamania, Snohomish, Thurston, Wahkiakum	Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, Skamania, Snohomish, Thurston, Wahkiakum	Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, Skamania, Snohomish, Thurston, Wahkiakum

<b>Dealer:</b>	Pacific Office Automation, Inc. (Portland Metro/SW Washington) 14747 NW Greenbrier Pkwy, Suite B Beaverton OR 97006-5601	Quality Business Systems, Inc. 6812 185 <sup>th</sup> Ave NE Redmond WA 98052-6712	Total Office Concepts, Inc. 2 E Poplar St Walla Walla WA 99362-3009
<b>Telephone:</b>	(503) 641-3301	(425) 896-5043	(509) 525-5600
<b>Fax:</b>	(503) 641-8173	(425) 867-1161	(509) 529-0320
<b>Counties:</b>	Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, Skamania, Snohomish, Thurston, Wahkiakum	King, Kitsap, Lewis, Pierce, Snohomish, Thurston	Columbia, Walla Walla

<b>Dealer:</b>	Western Copy Products, Inc. dba A Division of United Business Machines of WA, Inc. 101 N 5 <sup>th</sup> Ave Yakima WA 98902-2641		
<b>Telephone:</b>	(509) 248-3708		
<b>Fax:</b>	(509) 248-5145		
<b>Counties:</b>	Kittitas, Klickitat, Yakima		

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	<b>Ricoh Corporation</b> 5 Dedrick Place West Caldwell NJ 07006-6304	
<b>Contractor Website:</b>	<a href="http://ricoh-usa.com/rmap/washington/">http://ricoh-usa.com/rmap/washington/</a>	
<b>Federal Tax Identification No.:</b>	22-2783521	
<b>Contacts:</b>	<b>Contract Administration and Problem Resolution Primary Contact</b>	<b>Contract Administration Alternate Contact</b>
	Name: Bart Lemmon	Robert Abbate
	Title: Sr. Government Accounts Manager	Sales Support Analyst
	Telephone: (425) 255-0730	(973) 882-2120
	Fax: (425) 228-2115	(973) 882-2219
	Email: <a href="mailto:bart.lemmon@ricoh-usa.com">bart.lemmon@ricoh-usa.com</a>	<a href="mailto:robert.abbate@ricoh-usa.com">robert.abbate@ricoh-usa.com</a>
<b>Contacts:</b>	<b>Product/Service Information, Order Placement and Invoicing Questions</b>	<b>Problem Resolution Alternate Contact</b>
	Name: Bart Lemmon	Steve Bissey
	Title: Sr. Government Accounts Manager	Director of Government Accounts
	Telephone: (425) 255-0730	(610) 853-2344
	Fax: (425) 228-2115	(973) 882-2219
	Email: <a href="mailto:bart.lemmon@ricoh-usa.com">bart.lemmon@ricoh-usa.com</a>	<a href="mailto:steve.bissey@ricoh-usa.com">steve.bissey@ricoh-usa.com</a>
<b>Credit Card Acceptance:</b>	American Express, Discover, MasterCard, Visa	
<b>Delivery Time:</b>	30 days After Receipt of Order (ARO)	
<b>Payment Terms:</b>	Net 30 days	
<b>Shipping Destination:</b>	Free On Board (FOB) Destination Within the State of Washington	
<b>Freight:</b>	Prepaid and included in unit pricing	

**RICOH CORPORATION ORDERING ADDRESSES**

<b>Purchase/Rental/Service Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Ricoh Americas Corporation c/o Local Dealer 5 Dedrick Place West Caldwell NJ 07006-6304	Ricoh Americas Corporation PO Box 73210 Chicago IL 60673-3210	Ricoh Americas Corporation PO Box 73210 Chicago IL 60673-3210

<b>Lease Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Ricoh Americas Corporation Major Accounts Leasing Admin. 5 Dedrick Place West Caldwell NJ 07006-6304	Ricoh Americas Corporation PO Box 41601 Philadelphia PA 19101	Ricoh Americas Corporation PO Box 41601 Philadelphia PA 19101

### **STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK**

Please work with a local dealer in your area. They will direct your order to Ricoh Corporation and facilitate the installation of your equipment. Click here for a list of [Authorized Local Dealers](#).

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	Sharp Electronics Corporation Sharp Plaza, Box B Mahwah NJ 07430	
<b>Contractor Website:</b>	<a href="http://www.sharpgov.com/wa">http://www.sharpgov.com/wa</a>	
<b>Federal Tax Identification No.:</b>	13-1968872	
<b>Contacts:</b>	<b>Contract Administration and Problem Resolution Primary Contact</b>	<b>Contract Administration and Problem Resolution Alternate Contact</b>
Name:	Dave Huwe	Don Hartman
Title:	Government Accounts Manager	Government Accounts Representative
Telephone:	(509) 586-8952	(360) 491-6000
Fax:	(206) 374-2633	(360) 438-0969
Email:	<a href="mailto:huwed@sharpsec.com">huwed@sharpsec.com</a>	<a href="mailto:dehartman@cbm-wa.com">dehartman@cbm-wa.com</a>
<b>Contacts:</b>	<b>Product Information, Order Placement and Invoicing Questions</b>	<b>Service Information, Order Placement and Invoicing Questions</b>
Name:	Dave Huwe	Dave Huwe
Title:	Government Accounts Manager	Government Accounts Manager
Telephone:	(509) 586-8952	(509) 586-8952
Fax:	(206) 374-2633	(206) 374-2633
Email:	<a href="mailto:huwed@sharpsec.com">huwed@sharpsec.com</a>	<a href="mailto:huwed@sharpsec.com">huwed@sharpsec.com</a>
<b>Credit Card Acceptance:</b>	MasterCard, Visa	
<b>Delivery Time:</b>	30 days After Receipt of Order (ARO)	
<b>Payment Terms:</b>	Net 30 days	
<b>Shipping Destination:</b>	Free On Board (FOB) Destination Within the State of Washington	
<b>Freight:</b>	Prepaid and included in unit pricing	

**ORDERING ADDRESSES**

<b>Purchase/Service Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Sharp Electronics Corporation c/o Local Dealer Sharp Plaza, Box 650 Mahwah NJ 07420	Sharp Electronics Corporation Sharp Plaza, Box 650 Mahwah NJ 07420	Sharp Electronics Corporation Sharp Plaza, Box 650 Mahwah NJ 07420

<b>Rental/Lease Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Sharp Electronics Corporation c/o Local Dealer Sharp Plaza, Box 650 Mahwah NJ 07420	Sharp Electronics Corporation Sharp Plaza, Box 650 Mahwah NJ 07420	Sharp Electronics Corporation PO Box 642333 Pittsburgh PA 15264-2333

**STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK**

Please work with a local dealer in your area. They will direct your order to Sharp Electronics Corporation and facilitate the installation of your equipment. Click here for a list of Authorized Local Dealers by county.

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	<b>Xerox Corporation</b> 1851 E 1 <sup>st</sup> St, Suite 260 Santa Ana CA 92705-4017	
<b>Contractor Website:</b>	<a href="http://www.portal.xerox.com/washington">http://www.portal.xerox.com/washington</a>	
<b>Federal Tax Identification No.:</b>	16-0468020	
<b>Contacts:</b>	<b>Contract Administration and Problem Resolution Primary Contact</b>	<b>Contract Administration Alternate Contact</b>
	Name: Michelle Yoshino	Scott Mahaffy
	Title: Account General Manager	Major Account Contract Manager
	Telephone: (714) 262-8854	(714) 565-5225
	Fax: (206) 241-1416	(206) 241-1416
	Email: <a href="mailto:michelle.yoshino@xerox.com">michelle.yoshino@xerox.com</a>	<a href="mailto:scott.mahaffy@xerox.com">scott.mahaffy@xerox.com</a>
<b>Contacts:</b>	<b>Product Information, Order Placement and Invoicing Questions</b>	<b>Service Information, Order Placement, Invoicing Questions and Problem Resolution Alternate Contact</b>
	Name: Sally Salzberg	Karl Marsters
	Title: Account Manager	Virtual Sales Executive
	Telephone: (206) 241-1275	(877)395-6320
	Fax: (206) 241-1416	(866) 340-9917
	Email: <a href="mailto:sally.salzberg@xerox.com">sally.salzberg@xerox.com</a>	<a href="mailto:karl.marsters@xerox.com">karl.marsters@xerox.com</a>
	Name: Paul Bethune	Hythem El-Masry
	Title: Account Manager	Virtual Sales Executive
	Telephone: (206) 241-1272	(877)395-6317
	Fax: (206) 241-1416	(866) 340-9909
	Email: <a href="mailto:paul.bethune@xerox.com">paul.bethune@xerox.com</a>	<a href="mailto:hythem.el-masry@xerox.com">hythem.el-masry@xerox.com</a>
<b>Credit Card Acceptance:</b>	American Express, MasterCard, Visa	
<b>Delivery Time:</b>	20 days After Receipt of Order (ARO)	
<b>Payment Terms:</b>	Net 30 days	
<b>Shipping Destination:</b>	Free On Board (FOB) Destination Within the State of Washington	
<b>Freight:</b>	Prepaid and included in unit pricing	

**ORDERING ADDRESSES**

<b>Purchase/Rental/Lease/Service Orders sent to:</b>	<b>Billing will be from:</b>	<b>Payment sent to:</b>
Xerox Corporation c/o Sally Salzberg 100 Southcenter Blvd Burien WA 98148-2547	Xerox Corporation 800 Carillon Pkwy St Petersburg FL 33716-1125	Xerox Corporation PO Box 7405 Pasadena CA 91109-7405

**STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK**

<b>Dealer:</b>	Xerox Corporation 6400 Southcenter Blvd Tukwila WA 98188-2547	Advanced Document Systems 2201 6 <sup>th</sup> Ave, Suite 101 Seattle WA 98121	American Xerographics 7519 W Kennewick Ave, Suite B Kennewick WA 99336
<b>Telephone:</b>	(206) 241-1275	(206) 632-7007	(509) 736-0844
<b>Fax:</b>	(206) 241-1417	(206) 632-7700	(509) 736-0964
<b>Counties:</b>	Thurston, King, Snohomish, Pierce	King, Snohomish	Benton, Franklin, Walla Walla

<b>Dealer:</b>	Benchmark Office Solutions 717 128 <sup>th</sup> St SW, Suite A104 Everett WA 98204	Benchmark Document Solutions 201 E Chestnut St Bellingham WA 98225	Northwest Office Solutions 1625 G St Lewiston ID 83501
<b>Telephone:</b>	(425) 353-6763	(360) 676-8406	(208) 743-2473
<b>Fax:</b>	(425) 355-6996	(360) 676-8257	(208) 746-5619
<b>Counties:</b>	Snohomish	Whatcom, Skagit, San Juan, Island	Asotin, Garfield

<b>Dealer:</b>	Everist Office Technology, Inc. 13600 NE 20 <sup>th</sup> St, Suite D Bellevue WA 98005	Kitsap Xerographix 6148 Eagle Harbor Dr NE Bainbridge Island WA 98110	OfficeTECH, Inc. 6310 E Sprague Ave Spokane Valley WA 99212
<b>Telephone:</b>	(425) 643-0671	(206) 842-4558	(509) 755-8326
<b>Fax:</b>		(206) 842-8283	(509) 777-2185
<b>Counties:</b>	King, Kittitas	Kitsap	Spokane, Ferry, Stevens, Whitman, Pend Oreille

<b>Dealer:</b>	OfficeTECH, Inc. 100 NE 11 <sup>th</sup> St, Suite A East Wenatchee WA 98802	Yakima Document Solutions 402 W Chestnut Ave Yakima WA 98902	Quality Business Systems, Inc. 6812 185 <sup>th</sup> Ave NE Redmond WA 98052
<b>Telephone:</b>	(509) 888-2087	(509) 453-1212	(800) 831-5858 / (425) 885-5858
<b>Fax:</b>	(509) 888-2089	(509) 453-2333	(425) 867-1161
<b>Counties:</b>	Chelan, Douglas, Grant, Okanogan, Lincoln, Adams	Yakima, Kittitas	King, Pierce, Snohomish, Thurston, Kitsap, Whatcom, Skagit, Lewis, Mason

<b>Dealer:</b>	Pinnell, Inc. 3901 Kern Way Yakima WA 98902	Copytronix, Inc. 16655 SW 72 <sup>nd</sup> Ave, Suite 800 Portland OR 97224	
<b>Telephone:</b>	(509) 452-9117	(503) 620-0202	
<b>Fax:</b>	(509) 453-5913	(503) 620-1730	
<b>Counties:</b>	Kittitas, Grant, Lincoln, Spokane, Adams, Franklin, Walla Walla, Benton, Yakima, Klickitat	Pacific, Cowlitz, Skamania, Wahkiakum	

## **SPECIAL TERMS AND CONDITIONS**

### **1. Survivability**

Placements made using the authority provided by this Contract will survive the Contract itself. Those customers renting or leasing the equipment will continue to receive ongoing service from the Contractor at the agreed upon Contract rate through the term of their placement contract agreement. The Contract terms and conditions will survive the authorizing contract through that final term.

Those customers purchasing equipment will receive ongoing service from the Contractor at the agreed upon Contract rate until the expiration of the Contract.

Upon the Contract termination, customers and Contractors may agree to further extend a placement. Such further extensions will not be for more than twelve month terms, and the State will reserve the right to terminate these placements with 30 days notice and without termination penalties.

### **2. Equipment Additions/Deletions**

During the term of the contract, Contractors may add or delete contract equipment introduced or removed from the market by the manufacturer provided the equipment falls within the scope of the Contractor's awarded contract. Contractor shall update its dedicated contract website to reflect this change. New equipment must be adequately described and the associated price list must be updated to reflect the new equipment's prices. Pricing must utilize the same pricing structure as was used for other equipment falling into the same product category.

### **3. Equipment Installation/Removal**

The installation and/or removal of contract equipment shall be performed in a professional manner. The customer's premises shall be left in a clean condition. The Contractor may be required to repair all damage and/or provide full compensation for damage to the customer's premises that occurred during equipment installation/removal. All cables used to connect the equipment must be pre-approved by customer's Information Services (IS) staff in advance of order finalization and placement.

Installation and removal costs shall be included in equipment pricing, except in the specific cases where delivery and self installation is identified on the order. In those cases equipment is to be delivered to the customer's identified delivery point at no additional charge (i.e. – shipped freight prepaid FOB destination and included in contract price). However, extraordinary delivery requirements and their associated extra costs may be charged to the purchaser as a separate line item on the invoice, when pre-approved by the purchaser.

Installation of equipment to be networked must be coordinated with the customer's internal IS personnel in charge of the computer network and telephone system to which the machine may be connected.

Connectivity service support is to be available to coordinate installation with agency personnel and be available to answer questions and concerns on the equipment installed. Personnel in charge of the installation must be available to coordinate installation with ordering agency internal staff in charge of the customer's network. Service support personnel, knowledgeable in digital equipment and in networking equipment, will be required to provide all necessary maintenance and repair.

### **4. Training on Equipment**

Contractor shall provide ordering agencies up to two (2) hours free in-house training at the time of equipment installation or by appointment within five (5) working days as arranged with agency

personnel. Training to include, but not limited to, standard functional use of machine to networked users as well as training to any assigned agency personnel to enable them to instruct others. Such training shall be provided at no additional charge to the customer.

**5. Operator's Manual**

Instruction and maintenance manuals shall be furnished for all contract equipment and software delivered and installed. Electronic instructional media will be furnished for all software provided. Manuals shall contain, but not be limited to, the following:

- A section describing the capability of the equipment.
- A section on machine specifications.
- A section describing operating instructions.
- A section describing the installation and use criteria of the equipment.
- A section describing general maintenance instructions.
- A section describing software installation and user guides.

**6. Newly Installed Machine Performance Problems**

Ordering agency will evaluate the performance of newly installed equipment for a 30-day period after installation. If the machine's performance is unsatisfactory, the ordering agency will immediately contact the Contractor to pursue corrective action and resolution of the problem. Resolution of machine performance problems may result in:

- The replacement of the machine with another machine of the same brand and model, at no additional cost (including delivery and installation) to the customer, or
- Return of the machine and cancellation of the order at no charge to the customer.

**7. Equipment Loaners**

The Contractor shall be responsible for any delivery, installation/removal charges associated with equipment loaners.

Equipment Repair: Contract equipment under any rental or maintenance agreement which is non-operational and cannot be repaired within 24 working hours of notification that service is required, at customer's request will be replaced within two (2) working days by a loaner unit until repairs are completed. Loaner equipment does not have to be the same model, but must perform the same functions as the equipment being repaired.

Partial Operability: In the case of machines needing repair, but which are still partially operable, requirements and arrangements for loaner equipment will be made between the Contractor and customer. If no agreement can be reached, the Contract Administrator administering this Contract will make a final determination.

Late Equipment Delivery: If requested equipment (purchased, rented or leased) cannot be supplied within the Contractor's specified delivery time, substitute equipment, of equal or greater performance capabilities must be temporarily installed pending the installation of the ordered new equipment. In issues of dispute, the Contract Administrator administering this Contract will make a final determination.

Trial Placements:

- May not exceed thirty (30) days
- May run in conjunction with another vendor's ongoing placement but may not offset the cost of an early termination penalty

**8. Equipment Relocation/Transfer**

Contract users shall be afforded the option to move or transfer contract equipment from one agency location to another agency location (within the same agency, or to another agency) as deemed necessary with no change to rental or maintenance plans. For agency self-moves, no installation or removal charges will be billed to either location for customer's self relocated/transferred equipment. The customer will be responsible for required repairs or damage that occurred during the transfer. Contractor/dealer shall be notified of the move to insure continued maintenance service and accurate record keeping.

Alternately, agencies may elect to have their dealer move the equipment and pay a move and set-up fee. The dealer will provide a moving price prior to the move and hold the price firm. No other fees apply and the dealer is responsible for repairs required following such transfer.

Movement of equipment must be coordinated with agency's internal Information Services (IS) personnel in charge of the computer network and telephone system to which the machine may be connected or disconnected.

**9. Excessive Service and Downtime**

Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, Contractor shall guarantee that all contract equipment will be operational at least 95% of normal business hours. Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the agency to the Contractor or by the Contractor to the agency as the situation warrants. Should the equipment, any accessories, or software become inoperable for a period of twenty-four (24) consecutive working hours, the Contractor shall, at the agency's option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed.

Contractors are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the customer and/or the Contract Administrator within five (5) working days of request.

**10. Materials and Workmanship**

Contractors shall be required to furnish all materials, equipment and services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

**11. Contractor Performance**

General Requirements: OSP and ordering agencies monitor and maintain records on Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Agencies will be provided with product/service performance report forms to complete and submit to the Contract Administrator to assist in monitoring Contractor's contract performance.

Damages: Ordering Agencies have an ongoing requirement for the materials, equipment and services specified herein. Vendors are urged to give careful consideration to the Ordering Agency's requirements, to the manufacturer's production capabilities and to its performance capabilities when establishing dates for equipment delivery and on-site installation and set-up. Note order lead-times specified in Contractor Information section. Damages will be assessed in the amount of actual damages incurred by the ordering agency as a result of Contractor's failure to make timely delivery and

installation. Further, Ordering Agencies are entitled to recover actual costs associated with Contractor's failure to perform the contract as specified herein.

#### **12. Equipment Inspection/Testing/Acceptance**

Inspections, tests, measurements, or other acts or functions performed by the Ordering Agency shall in no manner be construed as relieving the Contractor from full compliance with contract requirements. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

Any equipment delivered through this contract that fails to perform to manufacturer's specifications may, within fifteen (15) days of equipment receipt and at the Ordering Agency's request, be replaced with a new unit or the defective unit be repaired under manufacturer's warranty.

#### **13. Installation Site Requirements**

Prior to order acceptance, Contractor must advise Ordering Agency of any and all specialized installation and environmental customer site requirements for the delivery and installation of contract equipment. This information should include, but is not limited to the following:

- Air conditioning;
- Electrical requirements;
- Special grounding;
- Cabling requirements;
- Space requirements;
- Humidity and temperature limits;
- Noise level, and;
- Any other considerations critical to the installation.

#### **14. Availability of Repair Parts**

Vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to Ordering Agency's acceptance of the contract equipment. All branded equipment components, spare parts, application software, and ancillary equipment purchased and supplied under this contract must conform to manufacturer specifications. The Contractor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

#### **15. Service and Maintenance Support**

Service Technicians: Contractors shall have a service organization staffed by full-time employees of the Contractor or designated by the Contractor as their full-time authorized representative. Service representatives shall be factory-trained technicians. All warranty or maintenance services to be performed on contract products as well as any associated hardware or software shall be performed by qualified technicians properly trained and/or authorized by the manufacturer to perform such services.

Maintenance: Maintenance is defined as the service required to maintain contract equipment at performance levels equal to or greater than the performance specified and published by the manufacturer or the specifications specifically stated herein. Maintenance is to include all service components and consumable supplies (excluding paper) including drums, developer, toner and staples.

Repair Parts: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new OEM parts. In no instance shall the Contractor be permitted to replace defective items with refurbished, remanufactured, or

surplus items without prior written authorization of the customer. The Contractor must maintain an adequate supply of spare parts and components.

Preventative/Scheduled Maintenance: Preventative/scheduled maintenance shall be based on the specific needs of individual machines as determined by the manufacturer and shall be performed in accordance with the manufacturer's recommendations. The Contractor shall schedule regular preventative maintenance (PM) service as scheduled in advance with the Agency. Scheduled PM calls will not be considered downtime. The PM calls shall include, but not be limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts.

Costs: Maintenance costs shall be expressed and charged for on a "cost per copy" basis for all purchased, rented or leased equipment.

Maintenance Performed During Warranty Period: On all equipment (purchased, rented, or leased) obtained through this contract, maintenance service charges (on a "cost-per-copy" basis) shall apply during the manufacturer's warranty period.

Maintenance Caused by Operator Error, Misuse or Abuse: Should the cause of the service call be determined by mutual consent to be an operator error, misuse or abuse by the agency, the Contractor may charge for the service call at the rate specified herein for "Additional Installation/Network Labor Rate."

Maintenance Agreements: Contractor may request that Contract customers sign Maintenance Agreements provided any terms or conditions in the agreement that are in conflict with the terms and conditions of this Contract shall be unenforceable.

Reporting to Customer: When on site, the Contractor's service technician must report to the customer's designated coordinator prior to and after each service call. Equipment maintenance or upgrades which may affect equipment performance/service must be coordinated with the customer's coordinator a minimum of 48 hours in advance. Maintenance or upgrades which might affect equipment performance/service will not normally be conducted during office hours.

#### **16. Dealers/Distributors**

During the Contract period, the Contractor or Contract Administrator may remove a dealer or distributor from the list of those designated to service this Contract at any time without further explanation or process. The Contractor may propose dealer/distributor additions for consideration and does agree to provide interim service should any listed resource become unavailable or deemed unsuitable by the Contract Administrator. The decision about the suitability of dealers/distributors, sales representatives and outlets will be solely that of the Contract Administrator.

#### **17. Lack of Timely Repair Service Response**

In cases where the Contractor is not able to respond to repair service requests within the specified contract time frame, the contract customer shall have the option of acquiring repair services from another manufacturer certified source and the Contractor shall be responsible for full reimbursement of costs incurred by the customer. Repair services provided by another manufacturer certified source when the Contractor fails to respond in a timely manor would not constitute grounds to void the manufacturer's warranty.

#### **18. Equipment Warranty(ies)**

Contractor shall submit a copy of the manufacturer's standard warranty with all equipment delivered under this Contract. A full on-site parts and labor warranty shall be for a minimum period of ninety (90) calendar days after

receipt and acceptance of equipment by the Ordering Agency. This warranty must cover all common equipment, accessories, hardware, parts, labor, travel, software, and all other necessary ancillary equipment required to maintain the equipment in proper operation.

In the event of any conflict between Contract terms and conditions and any of the terms and conditions included in the manufacturer's warranty, to afford the State maximum benefits, the Contract terms and conditions shall prevail.

#### **19. Special Promotions**

Contractors may offer discounted special pricing on their website. Specials will run for one or more calendar months, be plainly visible and be available to all contract customers during the promotional period. The Contractor will furnish a summary of placements made during the promotion to Contract Administrator for file within thirty (30) days of promotion completion.

#### **20. Bulk Placements**

Customers may request special consideration when planning orders for five (5) or more devices to be ordered and delivered at one time. Contractors may offer discounted pricing or any other additional services not otherwise prohibited by the contract that assists the customer in the placement.

#### **21. Rentals:**

The following rental plans are to be available with each commencing on the date of installation or after an agreed upon qualifying trial period (not to exceed thirty (30) days):

- Twenty-four (24) Month Rental,
- Thirty-six (36) Month Rental,
- Forty-eight (48) Month Rental, and
- Sixty (60) Month Rental.

Some Contract customers may require month to month (not to exceed nine (9) months) rental terms. Although not specifically priced in the Contract, Contractors may offer these rental programs to those who require them. Pricing for such rental terms is to be consistent with established contract pricing methodology listed in the contract.

Should the customer be asked to sign a rental agreement, any conflict between the provisions of the Contractor's rental agreement and the terms and conditions of this Contract shall be resolved in favor of what is most beneficial to the customer. Rental periods may extend beyond the expiration or termination of this Contract.

#### **22. Expiration/Renewal of Rental Agreement**

The Contractor will send e-mail notification of pending end of term at ninety (90) days and again at sixty (60) days prior to end of rental term. Customers may choose one of the following three (3) options at the end of the rental term:

- They may conclude the rental and return the machine to the Contractor. Customer shall not be responsible for pickup, shipping or transportation charges to return the equipment to the Contractor.
- They may continue the placement with a continuation of the same terms and commitment but with the lower mutually agreed to monthly rental rate on a month to month basis, or for an additional fixed period of time.
- They may convert to month to month rental at the same rental rate.

However, if Contractor has not notified the customer that the end of the rental term has been reached or if the customer has not notified the Contractor of which of the above options they have selected, the rental shall automatically be converted to a month to month rental at the same rental rate. The cost of maintenance service shall continue unchanged.

For rental terms that extend beyond a total of sixty (60) months, the Contractor may, with thirty (30) days written notice, unilaterally terminate the rental and remove the machine at no additional cost to the customer should the Contractor's service technicians be unable to maintain the device in good working order.

### **23. Rental Machine Upgrades and Downgrades**

A term placement may be concluded before it has run full term to upgrade or downgrade. When the agency replaces the equipment with equipment from the same Contractor, a four (4) month payment penalty will apply, unless the Contractor reduces or waives the penalty. When a new Contractor is selected, thirty (30) days notice to the current Contractor is required and a four (4) month penalty will apply. New Contractors may not waive or offset the penalty.

### **24. Operating Leases**

Customers may obtain Contract equipment through an Operating Lease (where no ownership in the equipment transfers to the customer during or at the end of the lease period) at rate(s) established in the Contract. A maintenance service program shall be charged for separately on a cost per copy basis as provided for herein. During the term of the lease agreement, the lease may not be cancelled unless the Contractor fails to maintain the equipment in good working order as specified herein or for non-appropriation of funds. Such cancellation shall be permitted without penalty with thirty (30) days written notification to the Contractor.

The following operating lease plans are to be available to Contract customers. Each plan shall commence on the date of equipment installation or after an agreed upon qualifying trial period (not to exceed thirty (30) days):

- Thirty-six (36) Month Operating Lease,
- Forty-eight (48) Month Operating Lease, and
- Sixty (60) Month Operating Lease.

With a minimum thirty (30) day notice prior to the end of the operating lease agreement, Contractor shall remove the equipment and return it to the Contractor's facility at no additional cost to the customer. Customer may not purchase the machine at the end of the term of the operating lease. However, customer may continue using the machine on a month-to-month rental basis until the machine is picked up and returned to the Contractor.

Should the customer be asked to sign an operating lease agreement, any conflict between the provisions of the Contractor's lease agreement and the terms and conditions of this Contract shall be resolved in favor of what is most beneficial to the customer.

### **25. Standard Leases**

Political subdivision customers may obtain Contract equipment under the Contractor's standard lease provisions and rates established for Standard Equipment Leases (where ownership in the equipment transfers to the customer during and/or at the end of the lease period). The purchase price(s) specified in the Contract shall be used when establishing lease rates. For this reason standard leases shall be reported by the Contractor as contract activity and the payment of a Purchasing Fee shall apply to this transaction. There may be limited opportunity for the customer to cancel the lease during its term depending on the provisions of the Contractor's standard lease agreement.

Standard lease purchases by State agency customers must be arranged through the Washington State Office of the Treasurer. If approved by the Office of the Treasurer, the equipment will be purchased from the Contractor and State agency will make periodic payments to the Office of the State Treasurer. Any State agency lease not arranged through the Washington State Office of the Treasurer may be canceled and the equipment returned to the supplier at any time without further financial obligation to the supplier or leaseholder. Should the equipment be returned following such cancellation, the Contractor will be liable for any transportation and storage charges as well as damages to the product that occurs during the return of the equipment to the Contractor/leaseholder or its representative.

**26. Early Termination Charges**

Agencies that wish to terminate a term rental plan may do so with sixty (60) days written notice to the Contractor. Early termination charges may be assessed if an approved rental agreement is canceled prior to the end of the rental term or is otherwise inconsistent with cancellation terms. Payment of a four (4) month rental penalty will apply. Termination charges will not apply to those rental plans canceled due to non-appropriation of funds (whether at agency or local level), where upgrading or downgrading models by the same manufacturer, or in cases where the Contract Administrator finds non-performance or reduced funding to be the cause of termination.

The Contract Administrator reserves the right to reduce or waive early termination fees. Unresolved site service problems will be a consideration. It is the intent of the State that agencies complete the terms of each rental as was agreed.

**27. Payment of Property Taxes**

Contractors shall be responsible for the payment of property taxes when customers have obtained Contract equipment under a rental or operating lease authorized by the Contract. Customers who have obtained Contract equipment under the terms of the Contractor's Standard Lease Agreement will be responsible for payment of property taxes when separately listed on the invoice.

**28. Risk of Loss or Damage**

The Ordering Agency shall be relieved from risks of loss or damage to all equipment purchased, rented or leased during shipment prior to equipment installation at the customer's designated location. Ordering Agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and signed for by customer's representative. Contractors shall clearly demonstrate they have informed customers of this responsibility prior to order placement.

**29. Customer Pricing Verification**

For those Vendors whose pricing reflects a discount off of the Manufacturer's Suggested Retail Price, it shall be required that the Vendor provide the customer with a copy of the Buyer's Laboratory report showing associated pricing so that the customer will be able to validate the price being quoted by the Vendor. For those Vendors whose pricing reflects a fixed price amount, the customer may validate pricing by referring to the Current Contract Information (CCI) document.

## COPIER BASICS

### DICTIONARY

#### **FEATURES:**

These are functions that come standard with machines. They are usually not optional. As a general rule, the larger the copier, the more features that are available. The following are the most common features found on copiers today:

#### **Reduction and Enlargement:**

Copiers have the ability to zoom (reduce/enlarge) in 1% increments.

#### **Automatic Magnification:**

The copier will automatically select the best reduction or enlargement ratio.

#### **Automatic Paper Selection:**

The copier automatically matches paper output size to original document size.

#### **Margin Shift:**

The ability of the machine to shift the image to the right or left to allow for binding or three-hole punching.

Many additional features exist and may be offered on a particular model. Please check product literature for a listing of all features.

#### **OPTIONS AND ACCESSORIES:**

These are devices that can be added to the base copier for an additional charge. The following is a list of the most common options:

#### **Stand (Cabinet):**

A stand for a desktop copier. Most stands have casters that provide mobility as well as storage areas for supplies and cassettes. A stand is strongly recommended due to the size and weight of most copiers. There may be a standard cabinet and a heavy cabinet. Consider the application.

#### **Document Feeders:**

These devices "feed" originals onto the exposure glass and properly position them for copying. There are several types:

- Automatic Document Feeders (ADF): A device that holds a stack of originals and feeds them automatically, one at a time onto the exposure glass for copying.
- Reversing Automatic Document Feeders (RADF or ARDF): This type of feeder performs the same functions as an ADF with the added capability to automatically invert (turn) a two-sided original to copy material off of both sides.
- Recirculating Document Feeder or Handler (RDF or RDH): This device feeds originals from a stack in a feed tray onto the exposure glass and then back into the feed tray making one complete set. If more than one set is required, the copier repeats this process as many times as is necessary. This process eliminates the need for a sorter. However, it should be noted that the condition of the originals decreases as the copy run for sets increases.

#### **Sorter Collator:**

This is a device that is added to a copier to use during the production of sets of copies. It consists of bins – 10 and 20 bin sorters are common – into which the copies of sets are inserted so that a number of separate sets can be produced. Often several versions are available for given machine. Consider the usage profile.

**Sorter Stapler:**

A type of sorter that automatically staples copied sets in the bins, when a job is completed.

**Automatic Duplex Unit (Duplexing):**

When this device is installed, the copier can automatically produce two-sided copies. This type of device may come as an option or a standard feature on the copier. There are two ways that duplex may be used:

- **1:2 – Simplex to Duplex**, or single sided *originals* to two-sided *copies*. The document feeder can be an ADF, ARDF, or RDH.
- **2:2 – Duplex to Duplex**, or two-sided *originals* to two sided *copies*. The document feeder must be an ARDF or RDH.

**Controller/Accounting Systems:**

A device that allows the copier to require an ID or access code before copying can begin. Copier usage can be tracked for each code.

**LCT/LCPT:**

Also known as LCC (Large Capacity Cassette) or LCD (Large Capacity Drawer). These paper sources hold 1,000 sheets or more.

## **USER GUIDE FOR COPIER ACQUISITION AND FLEET MANAGEMENT**

### **Introduction**

The purpose of this guide is to help the end user in their decision making and selection of the appropriate copier that will best suit their needs, and to assist in the establishment of fleet documentation and practices.

### **Copier Coordinators**

Organizations may save money and increase efficiency by assigning the responsibility for coordinating copier requirements to one individual. This person will be familiar with needs and existing equipment, as well as being familiar with available options. Furthermore, if the organization has a fleet of machines, assigning some coordination functions for all the machines may lead to additional economies.

- Creating and maintaining documentation for the placement of all machines.
- Monitoring the use and performance of equipment after installation.
- Establishing a working relationship with the State Contract Administrator to ensure timely and accurate flow of information.
- Establishing a working relationship with the Contractors responsible for in place equipment.
- Keeping a departmental service logbook to document usage and service calls. Problem documentation is critical to the maintenance of copiers.

### **How to obtain the Right Copier**

In order to accurately assess which copier is the best one for a particular environment, the following questions are helpful to answer before looking at the equipment itself:

- What are the technical requirements of the office or department? What type of copying is being done on a regular basis? Examples of the type of reports or booklets would be helpful when discussing needs with the supplier.
- What is the average monthly copy volume of each machine in the department? Accurate information on this issue is important to ensure obtaining the right copier. If this information is not on hand, ask the current supplier to review the applicable usage profiles. Remember to look for seasonal spikes.
- What is the average wait time on each machine? An easy survey can be done by leaving a clipboard at each machine. Ask users to jot down, or check their name and the length of their wait in line, and at the machine waiting for their job. This can provide an indication of the appropriateness of the current machine speed. Long wait times waste staff time.
- In the survey, look to see who uses the machine. Consider machine location. Could it be better situated for those using it?
- Check copy speed using document feeder doing standard type of copying, using duplex 1:2 and 2:2 capabilities, copying from file, producing a collated report, copying in black and white, and in color (if applicable).
- Review the Contractor materials seeking machines that meet the identified needs through features and performance.
- Call several of these Contractors and have the suppliers fully explain all features and capabilities.
- Check the user diagnostics to see if they are "user friendly" and make sense without great explanation.
- If unsure about the speed needed, ask a supplier to try a machine for a few weeks. Perform a survey and look at the activity level and the wait times. If still unsure, replace the trial machine with a different speed and track its activity. These trial machines can be floor models from the suppliers and the cost of the trial will be a cost per copy for their use. They can be run while the regular machine is still in place to minimize disruption. Use such trials to run all standard documents and check all needed features.
- How does training capability of the Contractor compare to the needs of the office?
- Ask who has same or similar equipment that may be called for an opinion.

When a selection has been made, document the order with a copy of the Contractor's offer packet, noting rental rate and cost per copy charges. Make a file for each machine to be retained through its entire placement. Include a copy of the Purchase Order and delivery paper work. Note the intention of the activity on the Purchase Order (Purchase of

equipment, 36 month rental, or 36 month lease, etc.). Also note the authority used in the placement (as provided by State Contract 03706, etc.)

#### **How to Check for Best Pricing**

The best way to find the best pricing for copiers is to do a life cycle cost analysis for each machine being considered based on historic or planned individual monthly volume with the configuration of the machine required by the department. Factors to consider include:

- How long might the machine be in place? Can a change in the office operation be foreseen that may require a different machine in the near future? Technology has been changing rapidly.
- What budget restraints apply? A purchase is often the least overall cost option.
- Refer to the provided templates to prepare an evaluation and comparison of machines and prices.
- With a rental plan, all supplies (except paper) and maintenance are included with the machine. If the department is growing and the demand on the machines will change, this may be the best plan. If the budget allows for a purchase of the machine, be sure to add in the cost of maintenance and supplies in the cost analysis.
- Consider the final cost per copy with all factors included.

**RENTAL COST ANALYSIS WORKSHEET**

**Machine Charges**

	Cost Per Month
Base Machine Charge Per Month:	\$

**Accessory Charges (add or subtract if adding an option or opting out of a standard item)**

Accessory(ies)	Cost Per Month
1.	\$
2.	\$
3.	\$
Total Machine Cost Per Month =	

**Anticipated Usage**

A. Expected/estimated Volume per Month.	#	
B. Cost per copy	\$	
C. Monthly Usage Cost per Copy (Usage times cost per copy)		\$
<b>TOTAL COST PER MONTH: (Total Machine +Usage Costs)</b>		<b>\$</b>

**HYPOTHICAL EXAMPLE  
 36 MONTH RENTAL COMPARISON**

CONTRACTOR	MONTHLY RENTAL 3 Year	COST PER COPY FOR 15,000 COPIES	TOTAL COST PER MONTH	THREE YEAR COST
ACME	\$528.00	\$.01/copy = \$150.00/month	\$678.00	\$24,408.00
BEST	\$349.96	\$.0105/copy = \$157.50/month	\$507.46	\$18,268.56
COST U LESS	\$304.20	\$.0095/copy = \$142.50/month	\$446.70	\$16,081.20
COPIERS R US	\$568.00	\$.006/copy = \$90.00	\$658.00	\$23,688.00

PRICING SHEETS

**CATEGORY 1 Monochrome (only) Standalone and Networked Devices – Copy Speed: 10-19 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR2016	16	50,000
Canon	iR2016i	16	50,000

Click here for Pricing Information.

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 1 machines, Copy Speed: 10-19 cpm **\$0.0095/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 1 Monochrome (only) Standalone and Networked Devices – Copy Speed: 10-19 cpm**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 181	18	30,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 1 machines, Copy Speed: 10-19 cpm **\$0.0172/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 1 Monochrome (only) Standalone and Networked Devices – Copy Speed: 10-19 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 161	16	5,000
Ricoh	Aficio MP 161F	16	5,000
Ricoh	Aficio MP 161SPF	16	5,000
Savin	816	16	5,000
Savin	816F	16	5,000
Savin	816MF	16	5,000
Lanier	LD016	16	5,000
Lanier	LD016F	16	5,000
Lanier	LD016SPF	16	5,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 1 machines, Copy Speed: 10-19 cpm **\$0.0085/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 1 Monochrome (only) Standalone and Networked Devices – Copy Speed: 10-19 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 4118P	18	20,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 1 machines, Copy Speed: 10-19 cpm **\$0.017/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 2 Monochrome (only) Standalone and Networked Devices -- Copy Speed: 20-29 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR1023	23	30,000
Canon	iR1023N	23	30,000
Canon	iR1023iF	23	30,000
Canon	iR3025	25	90,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 2 machines, Copy Speed: 20-29 cpm **\$0.0095/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 2 Monochrome (only) Standalone and Networked Devices – Copy Speed: 20-29 cpm**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 250	25	120,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 2 machines, Copy Speed: 20-29 cpm **\$0.0172/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 2 Monochrome (only) Standalone and Networked Devices – Copy Speed: 20-29 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 2510	25	35,000
Ricoh	Aficio MP 2510P	25	35,000
Ricoh	Aficio MP 2510SP	25	35,000
Ricoh	Aficio MP 2510SPF	25	35,000
Ricoh	Aficio MP 2510Spi	25	35,000
Savin	8025e	25	35,000
Savin	8025ep	25	35,000
Savin	8025esp	25	35,000
Savin	8025espf	25	35,000
Savin	8025espi	25	35,000
Lanier	LD325	25	35,000
Lanier	LD325SP	25	35,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 2 machines, Copy Speed: 20-29 cpm **\$0.0085/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 2 Monochrome (only) Standalone and Networked Devices – Copy Speed: 20-29 cpm**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	AR-M257	25	75,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 2 machines, Copy Speed: 20-29 cpm **\$0.008/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 2 Monochrome (only) Standalone and Networked Devices – Copy Speed: 20-29 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre M20	22	20,000
Xerox	WorkCentre M20i	22	20,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 2 machines, Copy Speed: 20-29 cpm **\$0.017/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 3 Monochrome (only) Standalone and Networked Devices – Copy Speed: 30-39 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR3030	30	115,000
Canon	iR3035	35	130,000
			0

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 3 machines, Copy Speed: 30-39 cpm **\$0.0074/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 3 Monochrome (only) Standalone and Networked Devices – Copy Speed: 30-39 cpm**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 350	35	150,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 3 machines, Copy Speed: 30-39 cpm **\$0.007/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 3 Monochrome (only) Standalone and Networked Devices – Copy Speed: 30-39 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 3010*	30	45,000
Ricoh	Aficio MP 3010P	30	45,000
Ricoh	Aficio MP 3010SP*	30	45,000
Ricoh	Aficio MP 3010SPF	30	45,000
Ricoh	Aficio MP 3010SPi	30	45,000
Savin	8030e*	30	45,000
Savin	8030ep	30	45,000
Savin	8030esp*	30	45,000
Savin	8030espf	30	45,000
Savin	8030espi	30	45,000
Lanier	LD330*	30	45,000
Lanier	LD330SP*	30	45,000

\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 3 machines, Copy Speed: 30-39 cpm **\$0.0066/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 3 Monochrome (only) Standalone and Networked Devices – Copy Speed: 30-39 cpm**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	MX-M350NA	35	200,000
Sharp	MX-M350NC	35	200,000
Sharp	MX-M350JA	35	200,000
Sharp	MX-M350UB	35	200,000
Sharp	MX-M350UC	35	200,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 3 machines, Copy Speed: 30-39 cpm **\$0.0056/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 3 Monochrome (only) Standalone and Networked Devices – Copy Speed: 30-39 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 5030	30	125,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 3 machines, Copy Speed: 30-39 cpm **\$0.0089/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 4 Monochrome (only) Standalone and Networked Devices – Copy Speed: 40-49 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR3045	45	170,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 4 machines, Copy Speed: 40-49 cpm **\$0.0074/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 4 Monochrome (only) Standalone and Networked Devices – Copy Speed: 40-49 cpm**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 420	42	150,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 4 machines, Copy Speed: 40-49 cpm **\$0.007/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 4 Monochrome (only) Standalone and Networked Devices – Copy Speed: 40-49 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 4500*	45	100,000
Ricoh	Aficio MP 4500P	45	100,000
Ricoh	Aficio MP 4500SP*	45	100,000
Ricoh	Aficio MP 4500SPF	45	100,000
Ricoh	Aficio MP 4500SPi	45	100,000
Savin	8045e*	45	100,000
Savin	8045ep	45	100,000
Savin	8045esp*	45	100,000
Savin	8045espf	45	100,000
Savin	8045espi	45	100,000
Lanier	LD345*	45	100,000
Lanier	LD345SP*	45	100,000

*\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.*

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 4 machines, Copy Speed: 40-49 cpm **\$0.0066/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 4 Monochrome (only) Standalone and Networked Devices – Copy Speed: 40-49 cpm**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	MX-M450NA	45	200,000
Sharp	MX-M450NB	45	200,000
Sharp	MX-M450NC	45	200,000
Sharp	MX-M450UA	45	200,000
Sharp	MX-M450UB	45	200,000
Sharp	MX-M450UC	45	200,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 4 machines, Copy Speed: 40-49 cpm ~~\$0.0056/copy~~ for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 4 Monochrome (only) Standalone and Networked Devices – Copy Speed: 40-49 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 5645 w/DADF & HCTT	45	175,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 4 machines, Copy Speed: 40-49 cpm **\$0.0089/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 5 Monochrome (only) Standalone and Networked Devices – Copy Speed: 50-59 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR5070	50	200,000
Canon	iR5055	55	220,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 5 machines, Copy Speed: 50-59 cpm **\$0.0047/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 5 Monochrome (only) Standalone and Networked Devices – Copy Speed: 50-59 cpm**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 500	50	175,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 5 machines, Copy Speed: 50-59 cpm **\$0.0059/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 5 Monochrome (only) Standalone and Networked Devices – Copy Speed: 50-59 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 5500*	55	150,000
Ricoh	Aficio MP 5500SP*	55	150,000
Savin	8055*	55	150,000
Savin	8055sp*	55	150,000
Lanier	LD255*	55	150,000
Lanier	LD255SP*	55	150,000

\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.

Click here for Pricing Information.

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 5 machines, Copy Speed: 50-59 cpm **\$0.0052/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 5 Monochrome (only) Standalone and Networked Devices – Copy Speed: 50-59 cpm**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	MX-M550N	55	250,000
Sharp	MX-M550U	55	250,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 5 machines, Copy Speed: 50-59 cpm **\$0.0042/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 5 Monochrome (only) Standalone and Networked Devices – Copy Speed: 50-59 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 5655	55	200,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 5 machines, Copy Speed: 50-59 cpm **\$0.0062/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 6 Monochrome (only) Standalone and Networked Devices – Copy Speed: 60-69 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR5065	65	250,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 6 machines, Copy Speed: 60-69 cpm **\$0.0047/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 6** Monochrome (only) Standalone and Networked Devices – Copy Speed: 60-69 cpm

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 600	60	300,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 6 machines, Copy Speed: 60-69 cpm **\$0.0059/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 6 Monochrome (only) Standalone and Networked Devices – Copy Speed: 60-69 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 6500	65	150,000
Ricoh	Aficio MP 6500SP	65	150,000
Savin	8065	65	150,000
Savin	8065sp	65	150,000
Lanier	LD265	65	150,000
Lanier	LD265SP	65	150,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 6 machines, Copy Speed: 60-69 cpm **\$0.0052/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 6 Monochrome (only) Standalone and Networked Devices – Copy Speed: 60-69 cpm**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	MX-M620N	62	300,000
Sharp	MX-M620U	62	300,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 6 machines, Copy Speed: 60-69 cpm **\$0.0042/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 6 Monochrome (only) Standalone and Networked Devices – Copy Speed: 60-69 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 5665	65	250,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 6 machines, Copy Speed: 60-69 cpm **\$0.0062/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 7 Monochrome (only) Standalone and Networked Devices – Copy Speed: 70-79 cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR5075	75	350,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 7 machines, Copy Speed: 70-79 cpm **\$0.0042/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 7** Monochrome (only) Standalone and Networked Devices – Copy Speed: 70-79 cpm

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub 750	75	300,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 7 machines, Copy Speed: 70-79 cpm **\$0.0046/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 7 Monochrome (only) Standalone and Networked Devices – Copy Speed: 70-79 cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 7500*	75	150,000
Ricoh	Aficio MP 7500SP*	75	150,000
Savin	8075*	75	150,000
Savin	8075sp*	75	150,000
Lanier	LD275*	75	150,000
Lanier	LD275SP*	75	150,000

\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 7 machines, Copy Speed: 70-79 cpm **\$0.0047/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 7 Monochrome (only) Standalone and Networked Devices – Copy Speed: 70-79 cpm**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	MX-M700N	70	300,000
Sharp	MX-M700U	70	300,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 7 machines, Copy Speed: 70-79 cpm **\$0.0042/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 7 Monochrome (only) Standalone and Networked Devices – Copy Speed: 70-79 cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 5675	75	300,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 7 machines, Copy Speed: 70-79 cpm **\$0.0054/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 8 Monochrome (only) Standalone and Networked Devices – Copy Speed: 80+ cpm**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iR7086	86	750,000
Canon	iR7095	95	900,000
Canon	iR7105	105	1,000,000
Canon	iR Pro 7110VP	110	2,000,000
Canon	iR Pro 7125VP	125	4,250,000
Canon	iR Pro 7150VP	150	5,000,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 8 machines, Copy Speed: 80+ cpm **\$0.0041/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 8 Monochrome (only) Standalone and Networked Devices – Copy Speed: 80+ cpm**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	<u>bizhub PRO 920</u>	92	750,000
Konica Minolta	<u>bizhub PRO 1050</u>	105	1,500,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 8 machines, Copy Speed: 80+ cpm **\$0.0037/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 8 Monochrome (only) Standalone and Networked Devices – Copy Speed: 80+ cpm**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP 9000*	90	500,000
Ricoh	Aficio MP 1100	110	600,000
Ricoh	Aficio MP 1350	135	600,000
Savin	8090*	90	500,000
Savin	8110	110	600,000
Savin	8135	135	600,000
Lanier	LD190*	90	500,000
Lanier	LD1110	110	600,000
Lanier	LD1135	135	600,000

\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 8 machines, Copy Speed: 80+ cpm **\$0.0044/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 8 Monochrome (only) Standalone and Networked Devices – Copy Speed: 80+ cpm**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	4595 Copier/Printer	95	N/A

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 8 machines, Copy Speed: 80+ cpm **\$0.0067/copy** for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 9 Monochrome and Color Standalone and Networked Devices – Copy Speed: 20-29 cpm Color Speed**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	iRC2880	28M/26 C	100,000
Canon	iRC2880i	28M/26 C	100,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 9 machines, Copy Speed: 20-29 cpm ~~\$0.008/copy~~ (Monochrome) and ~~\$0.0655/copy~~ (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 9 Monochrome and Color Standalone and Networked Devices – Copy Speed: 20-29 cpm Color Speed**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub C253	25M/25 C	75,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 9 machines, Copy Speed: 20-29 cpm **\$0.0102/copy** (Monochrome) and **\$0.0531/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 9 Monochrome and Color Standalone and Networked Devices – Copy Speed: 20-29 cpm Color Speed**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP C2500*	25M/25 C	150,000
Ricoh	Aficio MP C2500 SPF*	25M/25 C	150,000
Savin	C2525*	25M/25 C	150,000
Savin	C2525spf*	25M/25 C	150,000
Lanier	LD425c SP*	25M/25 C	150,000

*\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.*

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 9 machines, Copy Speed: 20-29 cpm **\$0.008/copy** (Monochrome) and **\$0.065/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 9 Monochrome and Color Standalone and Networked Devices – Copy Speed: 20-29 cpm Color Speed**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Sharp	<u>MX-2300N</u>	23M/23 C	90,000
Sharp	<u>MX-2700N</u>	27M/27 C	90,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 9 machines, Copy Speed: 20-29 cpm **\$0.01/copy** (Monochrome) and **\$0.05/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 9 Monochrome and Color Standalone and Networked Devices – Copy Speed: 20-29 cpm Color Speed**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 7328	28M/26 C	80,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 9 machines, Copy Speed: 20-29 cpm **\$0.0092/copy** (Monochrome) and **\$0.071/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 10 Monochrome and Color Standalone and Networked Devices – Copy Speed: 30-39 cpm Color Speed**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	<u>iRC3380</u>	33M/30 C	120,000
Canon	<u>iRC3380i</u>	33M/30 C	120,000
Canon	<u>iRC4080</u>	40M/36 C	150,000
Canon	<u>iRC4080i</u>	40M/36 C	150,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 10 machines, Copy Speed: 30-39 cpm **\$0.008/copy** (Monochrome) and **\$0.0655/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 10 Monochrome and Color Standalone and Networked Devices – Copy Speed: 30-39 cpm Color Speed**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub C353	35M/35 C	100,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 10 machines, Copy Speed: 30-39 cpm **\$0.0092/copy** (Monochrome) and **\$0.0612/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 10 Monochrome and Color Standalone and Networked Devices – Copy Speed: 30-39 cpm Color Speed**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP C3500	35M/35 C	200,000
Ricoh	Aficio MP C3500 SPF	35M/35 C	200,000
Savin	C3535	35M/35 C	200,000
Savin	C3535spf	35M/35 C	200,000
Lanier	LD435c	35M/35 C	200,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 10 machines, Copy Speed: 30-39 cpm **\$0.008/copy** (Monochrome) and **\$0.065/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 10** Monochrome and Color Standalone and Networked Devices – Copy Speed: 30-39 cpm Color Speed

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	<u>MX-3501N</u>	35M/35 C	150,000
Sharp	<u>MX-4501N</u>	45M/35 C	150,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 10 machines, Copy Speed: 30-39 cpm **\$0.009/copy** (Monochrome) and **\$0.04/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 10 Monochrome and Color Standalone and Networked Devices – Copy Speed: 30-39 cpm Color Speed**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 7345	45M/35 C	135,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 10 machines, Copy Speed: 30-39 cpm **\$0.0092/copy** (Monochrome) and **\$0.071/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Canon	iRC4580	45M/40 C	165,000
Canon	iRC4580i	45M/40 C	165,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.008/copy** (Monochrome) and **\$0.047/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	<u>bizhub C451</u>	45M/45 C	150,000
Konica Minolta	<u>bizhub C550</u>	55M/45 C	200,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.0091/copy** (Monochrome) and **\$0.0562/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio MP C4500*	45M/40 C	200,000
Ricoh	Aficio MP C4500 SPF*	45M/40 C	200,000
Savin	C4540*	45M/40 C	200,000
Savin	C4540spf*	45M/40 C	200,000
Lanier	LD445c*	45M/40 C	200,000

\* Promotional/special pricing is being offered on these models for 36 and 60-month operating leases through December 31, 2007.

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.008/copy** (Monochrome) and **\$0.065/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed**

**Sharp Electronics Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Sharp	<u>MX-5500N</u>	55M/41 C	285,000
Sharp	<u>MX-6200N</u>	62M/41 C	340,000
Sharp	<u>MX-7000N</u>	70M/41 C	345,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.008/copy** (Monochrome) and **\$0.04/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed**

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 7655	55M/40 C	200,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.0092/copy** (Monochrome) and **\$0.071/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 12 Monochrome and Color Standalone and Networked Devices – Copy Speed: 50+ cpm Color Speed**

**IKON Office Solutions, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Canon	<u>IRC5180</u>	51M/51 C	200,000
Canon	<u>IRC5180i</u>	51M/51 C	200,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 12 machines, Copy Speed: 50+ cpm **\$0.008/copy** (Monochrome) and **\$0.04/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 12 Monochrome and Color Standalone and Networked Devices – Copy Speed: 50+ cpm Color Speed**

**Konica Minolta Business Solutions USA, Inc.**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	GPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub PRO C500	50M/50 C	150,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 12 machines, Copy Speed: 50+ cpm **\$0.0092/copy** (Monochrome) and **\$0.051/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 12 Monochrome and Color Standalone and Networked Devices – Copy Speed: 50+ cpm Color Speed**

**Ricoh Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Ricoh	Aficio Color 5560	60M/55 C	150,000
Savin	SDC555	60M/55 C	150,000
Lanier	LC155	60M/55 C	150,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 12 machines, Copy Speed: 50+ cpm **\$0.008/copy** (Monochrome) and **\$0.06/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

**CATEGORY 12** Monochrome and Color Standalone and Networked Devices – Copy Speed: 50+ cpm Color Speed

**Xerox Corporation**

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre 7665	65M/55 C	300,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 12 machines, Copy Speed: 50+ cpm **\$0.0092/copy** (Monochrome) and **\$0.071/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

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**OFFICE OF STATE PROCUREMENT**

**PERFORMANCE REPORT**

To OSP Customers:

Please take a moment to let us know how our services have measured up to your expectations on this contract. Please copy this form locally as needed and forward to the Office of State Procurement Purchasing Manager. For any comments marked unacceptable, please explain in remarks block.

<b>Procurement services provided:</b>	<b>Excellent</b>	<b>Good</b>	<b>Acceptable</b>	<b>Unacceptable</b>
➤ Timeliness of contract actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Professionalism and courtesy of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Services provided met customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Knowledge of procurement rules and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Responsiveness/problem resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Timely and effective communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send To:

Purchasing Manager  
State of Washington  
Office of State Procurement  
PO Box 41017  
Olympia WA 98504-1017

**PRODUCT/SERVICE PERFORMANCE REPORT**

Complete this form to report problems with suppliers or to report unsatisfactory product or services. You are also encouraged to report superior performance. Agency personnel should contact suppliers in an effort to resolve problems themselves prior to completion and submission of this report.

Contract Number and Title: 03706 for Multifunctional Document Devices, Standalone and Networked

Supplier's Name: \_\_\_\_\_ Supplier's Representative: \_\_\_\_\_

**PRODUCT/SERVICE:**

- |   |  |
|---|--|
| <input type="checkbox"/> Contract item quality higher than required | <input type="checkbox"/> Damaged goods delivered                                   |
| <input type="checkbox"/> Contract item quality lower than required. | <input type="checkbox"/> Item delivered does not meet P.O./contract specifications |
| <input type="checkbox"/> Other:                                     |  |

**SUPPLIER/CONTRACTOR PERFORMANCE:**

- |   |   |
|---|---|
| <input type="checkbox"/> Late delivery              | <input type="checkbox"/> Slow response to problems and problem resolution |
| <input type="checkbox"/> Incorrect invoice pricing. | <input type="checkbox"/> Superior performance                             |
| <input type="checkbox"/> Other:                     |   |

**CONTRACT PROVISIONS:**

- |  |   |
|--|---|
| <input type="checkbox"/> Terms and conditions inadequate   | <input type="checkbox"/> Additional items or services are required. |
| <input type="checkbox"/> Specifications need to be revised | <input type="checkbox"/> Minimum order too high.                    |
| <input type="checkbox"/> Other:                            |   |

Briefly describe situation: \_\_\_\_\_

<b>Agency Name:</b>		<b>Delivery Location:</b>	
<b>Prepared By:</b>	<b>Phone Number:</b>	<b>Date:</b>	<b>Supervisor:</b>

Send To:

Richard Carlson, Contract Administrator  
 State of Washington  
 Office of State Procurement  
 PO Box 41017  
 Olympia WA 98504-1017

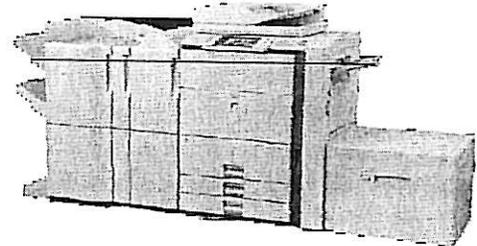
Current Contract Information (CCI), Effective Date: December 17, 2007  
Contract No. 03706 for Multifunctional Document Devices, Standalone and Networked  
Page 90 of 90

## State of Washington - Contract #03706

### Category 11

### MX-6200N B & W / Color Multifunction Digital Copier / Printer

- ◆ 62 PPM Black & White / 41 PPM Color Output - **Networked**
- ◆ Standard 150-sheet duplex single pass document feeder with Color Scan<sup>2</sup>
- ◆ Scan<sup>2</sup> Technology minimizes paper misfeeds and enhances reliability
- ◆ Electronic Sorting with Offset Stacking
- ◆ Standard 80 GB HDD allows greater job queuing and document filing
- ◆ Standard 2,000-Sheet Drawer (letter), 2 x 500 Drawers, 100 Sheet Bypass
- ◆ Up to 5,600-sheet online paper capacity
- ◆ Easy-to-read Touch-Screen LCD Display with Intuitive Menu Navigation
- ◆ Advanced Image Stabilizing System and micro-fine toner technology provide brilliant, cost-effective color and crisp monochrome images
- ◆ Extraordinary 800 MHz multitasking color document system with copy, print and network scanning standard
- ◆ Powerful PCL6/PCL5c Network Printing System with available PS3
- ◆ ImageSEND technology enables users to scan documents to seven destinations — including network folders
- ◆ Supports Sharp's Open Systems Architecture (OSA) which enables users to access network applications directly from the LCD display
- ◆ Supported by My Sharp, a dedicated customer-training website
- ◆ Advanced User Account Management allows for up to 1,000 User Accounts



MX-6200N shown with optional accessories



MODEL NUMBER	DESCRIPTION	3 Year Lease	4 Year Lease	5 Year Lease
MX-6200N	62 PPM B&W / 41 PPM Networked Color Digital Multifunction Copier / Printer with 150-Sheet Duplex-Single-Pass Feeder, Auto Duplex, Electronic Sorting, PCL Network Printing, 80 GB HD, 2,000-Sheet Drawer (letter), 2 x 500 Drawers, 100 Sheet Bypass, Sharpdesk™ license, Sharp TWAIN and Administration Utility Suite (3,100 sheets total standard paper supply)	\$464.93	\$371.94	\$309.95
MX-FNX3	4,000-Sheet Two-Tray Finisher (requires MX-RBX2 Paper Pass Unit)	43.43	34.74	28.95
MX-RBX2	Paper Pass Unit (requires MX-FNX3 or MX-FNX4)	7.88	6.30	5.25
AR-D5143NT	Digital 120 Volt, 20 Amps, 5 Outlets, Maximum Power Surge Protector 2 Hour Installation / Network Connection	2.63 N/C	2.10 N/C	1.75 N/C
<b>Total (add sales tax as required)</b>		<b>\$518.87</b>	<b>\$415.08</b>	<b>\$345.90</b>
<b>Maintenance</b>	<b>COLOR - Cost Per Copy (includes all supplies, except paper)</b>	\$0.0400	\$0.0400	\$0.0400
	<b>B &amp; W - Cost Per Copy (includes all supplies, except paper)</b>	\$0.0080	\$0.0080	\$0.0080

### Options & Accessories

#### Finishing Options

MX-FNX4	4,000-Sheet Saddle Stitch Finisher (requires MX-RBX2 Paper Pass Unit)	67.43	53.94	44.95
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#### Finisher Components

MX-PNX2B	Punch Unit (requires MX-FNX3 or MX-FNX4)	12.15	9.72	8.10
MX-CFX1	Post Process Page Inserter (requires MX-PN2B)	31.43	25.14	20.95

#### Extra Paper Options

MX-LCX2	Large Capacity Tray (3,500 sheets-Letter)	22.43	17.94	14.95
MX-LCX3	Large Capacity Tray (3,000 sheets-Letter, Letter-R, Legal or Ledger)	43.43	34.74	28.95

#### Security

MX-FRX3U	Data Security Kit	10.88	8.70	7.25
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#### Connectivity

MX-PKX1	PS3 Expansion Kit	11.18	8.94	7.45
MX-AMX1	OSA Application Integration Module	7.85	6.28	5.24
MX-AMX2	OSA Application Communication Module	7.85	6.28	5.24
MX-AMX3	OSA External Accounting Module	4.25	3.40	2.84
AR-PF1	Bar Code Font Kit	8.93	7.14	5.95
MX-FXX1	Facsimile Expansion Kit with 8MB Memory	19.43	15.54	12.95
MX-FWX1	Internet Fax Kit	8.18	6.54	5.45

# SHARP

## State of Washington - Contract #03706

### Category 11

### MX-6200N B & W / Color Multifunction Digital Copier / Printer

- ◆ 62 PPM Black & White / 41 PPM Color Output - Networked
- ◆ Standard 150-sheet duplex single pass document feeder with Color Scan<sup>2</sup>
- ◆ Scan<sup>2</sup> Technology minimizes paper misfeeds and enhances reliability
- ◆ Electronic Sorting with Offset Stacking
- ◆ Standard 80 GB HDD allows greater job queuing and document filing
- ◆ Standard 2,000-Sheet Drawer (letter), 2 x 500 Drawers, 100 Sheet Bypass
- ◆ Up to 5,600-sheet online paper capacity
- ◆ Easy-to-read Touch-Screen LCD Display with Intuitive Menu Navigation
- ◆ Advanced Image Stabilizing System and micro-fine toner technology provide brilliant, cost-effective color and crisp monochrome images
- ◆ Extraordinary 800 MHz multitasking color document system with copy, print and network scanning standard
- ◆ Powerful PCL6/PCL5c Network Printing System with available PS3
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- ◆ Supported by My Sharp, a dedicated customer-training website
- ◆ Advanced User Account Management allows for up to 1,000 User Accounts



MX-6200N shown with optional accessories



MODEL NUMBER	DESCRIPTION	3 Year Lease	4 Year Lease	5 Year Lease
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#### Miscellaneous

MX-USX1	(1) Additional Sharpdesk License	5.24	4.19	3.50
MX-USX5	(5) Additional Sharpdesk Licenses	11.25	9.00	7.50
MX-US10	(10) Additional Sharpdesk Licenses	16.88	13.50	11.25
MX-US50	(50) Additional Sharpdesk Licenses	55.13	44.10	36.75
MX-USA0	(100) Additional Sharpdesk Licenses	82.13	65.70	54.75

P

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF SUSTAINABLE DEVELOPMENT, RE: FUNDING PARTICIPATION AGREEMENT FOR KIONA INTERCHANGE STUDY

WHEREAS, the Washington State Department of Transportation (WSDOT), recognizing the need for a planning study for the interchange located at Kiona, has requested that the County participate financially in the study, and

WHEREAS, the Board of County Commissioners has agreed to contribute \$10,000.00 to the study, and

WHEREAS, WSDOT has prepared a Planning Study Agreement for approval by the County, and

WHEREAS, said Agreement has been Approved as to Form by the Prosecuting Attorney's Office, NOW, THEREFORE,

BE IT RESOLVED that the Planning Study Agreement for the Kiona Interchange be approved.

BE IT FURTHER RESOLVED that the contribution is to be funded by the Sustainable Development Fund, Fund Number: 0135-101.

Dated this 27<sup>th</sup> day of May 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington



**Washington State  
Department of Transportation**  
Paula J. Hammond  
Secretary of Transportation

**South Central Region**  
2809 Rudkin Road, Union Gap  
P.O. Box 12560  
Yakima, WA 98909-2560

(509) 577-1600  
TTY: 1-800-833-6388  
www.wsdot.wa.gov



April 28, 2008

APR 29 2008  
BENTON COUNTY  
COMMISSIONERS

Board of County Commissioners  
Benton County  
P.O. Box 1001  
Prosser, WA 99350-0954

RE: Planning Study I-82  
SR 224/225 Intersections –Kiona I/C  
Participation Agreement for Execution

Honorable Commissioners;

Enclosed are two originals of the proposed agreement for Benton County's participation in the I-82 Planning Study at the SR 224/SR225 intersections, at Kiona Interchange.

Please review this Agreement and if acceptable sign both originals in the spaces provided and return to this office for final execution. The County original will be returned upon completion.

If you have questions concerning this agreement please call Utilities and Agreements Engineer, Jamil Anabtawi at (509)-577-1785 or Planning Engineer, Bill Preston at (509) 577-1630. Thank you for your assistance with this agreement.

Sincerely,

Jamil Anabtawi  
Region Utility Engineer

JA:dj

Attachment (2-originals of agreement GCA 5720)

CC: Bill Preston, WSDOT SCR Planning Engr

05-1408

Steve B. sent LSK  
resolution for review &  
asked to approve or  
make changes.

mf



<b>PLANNING STUDY AGREEMENT</b>			ORGANIZATION AND ADDRESS  Benton County Commissioners P O Box 1001 Prosser, WA 99350-0954
AGREEMENT NUMBER <b>GCA 5720</b>			SECTION/LOCATION I-82 MP 96 "Kiona Interchange" SR 224 MP 0 –MP 0.24, SR 225 MP 0 – MP 0.03
STATE ROUTE	CONTROL SECTION	DISTRICT	DESCRIPTION OF FACILITY
I-82, SR224, SR225	0305 0336 0320	S.C.	Planning Study vicinity I-82, Kiona Interchange including the SR224 & SR225 & Kennedy Road intersections.

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the above named organization, hereinafter the "LOCAL AGENCY."

WHEREAS, the STATE recognizes the need for a transportation Planning Study (Study) described in Exhibit A, and

WHEREAS, the LOCAL AGENCY has determined that the Study will provide \$10,000 benefit to the local roadway system and economic development planning and desires to contribute to the funding of the Study, and

WHEREAS, it is deemed in the best interest of the public for the STATE and LOCAL AGENCY to enter into this Agreement to define each Party's responsibility for the preparation and funding of the Study,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

### 1. PURPOSE

- 1.1 The purpose of this Agreement is to set forth the mutual obligations, rights and responsibilities of the STATE and the LOCAL AGENCY with respect to the activities to be performed as described in Exhibit A.

## **2. STATE RESPONSIBILITIES**

- 2.1 The STATE will act as the manager of the Study, manage the Study budget, convene and lead the public involvement effort, and all other tasks necessary to complete the Study.
- 2.2 The STATE will provide the LOCAL AGENCY with an opportunity to review the planning Study and comment on it.
- 2.3 The STATE will provide up to Seventy Thousand Dollars (\$70,000) toward the Study budget.
- 2.4 The STATE will provide the completed Study to the LOCAL AGENCY upon completion, provided this Agreement is not terminated pursuant to Section 7.

## **3. LOCAL AGENCY RESPONSIBILITIES**

- 3.1 The LOCAL AGENCY agrees to provide to the Study budget a lump sum contribution of Ten Thousand Dollars (\$10,000) in accordance with Section 4.
- 3.2 The LOCAL AGENCY will provide timely review of any and all process reviews submitted by the STATE.

## **4. PAYMENT**

- 4.1 The STATE will, upon execution of this Agreement, provide an invoice to the LOCAL AGENCY for the LOCAL AGENCY's lump sum contribution of \$10,000. The LOCAL AGENCY shall provide the STATE with a lump sum payment of \$10,000 within thirty (30) days from receipt of an invoice from the STATE.
- 4.2 The STATE will send an invoice to the following address:

Benton County  
PO Box 1001  
Prosser, WA 99350-0954

## **5. VENUE**

- 5.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington

## **6. DURATION AND TERMINATION**

- 6.1 This Agreement shall become effective upon execution by the Parties and shall remain in effect until June 30, 2009, unless terminated earlier as provided herein.

## **7. TERMINATION**

- 7.1 Either Party may terminate this Agreement upon thirty (30) days prior written notification to the other Party.

- 7.2 Should this Agreement be terminated prior to June 30, 2009, the LOCAL AGENCY's lump sum contribution shall be returned in full to the LOCAL AGENCY.
- 7.3 Termination of this Agreement prior to June 30, 2009 does not obligate the STATE to complete the Study.

**8. MODIFICATIONS**

8.1 Either Party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

BENTON COUNTY COMMISSION

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Chairman Claude Oliver

\_\_\_\_\_  
Commissioner Max Benitz, Jr.

\_\_\_\_\_  
Commissioner Leo Bowman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of

\_\_\_\_\_  
Don Whitehouse

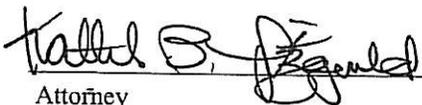
\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Region Administrator

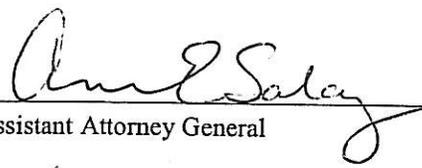
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney

05/08/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant Attorney General

4-22-08  
\_\_\_\_\_  
Date

**AGREEMENT GCA 5720**  
**Exhibit A**

**Planning Study Description**

This planning study will reflect the vision of our local communities and STATE for this route segment. Specifically this Study will focus on highway infrastructure improvements to the Kiona Interchange of I-82, the intersecting STATE highways, and the connecting city and county roadways to improve the transportation system and thus further the economic vitality of Benton County, The Red Mountain American Viticulture area (AVA), and surrounding areas. With the development of the Red Mountain area by the wine industry and the thousands of new tourist trips that will be generated the capacity of this interchange will be exceeded in a short time. The Study area begins at the eastbound ramp terminals of the I-82 Kiona Interchange (MP 0.00 of SR 224) and continues through the intersection of SR 224 and SR 225 (MP 0.00 SR 225) and ends at the intersection of SR 224 and Kennedy Rd. (MP 0.24 SR 224). The SR 225 section ends at MP 0.03 at the beginning of the Yakima River Bridge. The Study area resides partly within Benton City and partly within Benton County and within the Urban Growth Area of Benton City.



<b>PLANNING STUDY AGREEMENT</b>			ORGANIZATION AND ADDRESS  Benton County Commissioners P O Box 1001 Prosser, WA 99350-0954
AGREEMENT NUMBER <b>GCA 5720</b>			SECTION/LOCATION I-82 MP 96 "Kiona Interchange" SR 224 MP 0 –MP 0.24, SR 225 MP 0 – MP 0.03
STATE ROUTE	CONTROL SECTION	DISTRICT	DESCRIPTION OF FACILITY  Planning Study vicinity I-82, Kiona Interchange including the SR224 & SR225 & Kennedy Road intersections.
I-82,	0305	S.C.	
SR224,	0336		
SR225	0320		

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the above named organization, hereinafter the "LOCAL AGENCY."

WHEREAS, the STATE recognizes the need for a transportation Planning Study (Study) described in Exhibit A, and

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Prosser, WA 99350-0954

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## **7. TERMINATION**

- 7.1 Either Party may terminate this Agreement upon thirty (30) days prior written notification to the other Party.

- 7.2 Should this Agreement be terminated prior to June 30, 2009, the LOCAL AGENCY's lump sum contribution shall be returned in full to the LOCAL AGENCY.
- 7.3 Termination of this Agreement prior to June 30, 2009 does not obligate the STATE to complete the Study.

**8. MODIFICATIONS**

- 8.1 Either Party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

BENTON COUNTY COMMISSION

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Chairman Claude Oliver

\_\_\_\_\_  
Signature of

\_\_\_\_\_  
Commissioner Max Benitz, Jr.

\_\_\_\_\_  
Don Whitehouse

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Commissioner Leo Bowman

\_\_\_\_\_  
Region Administrator

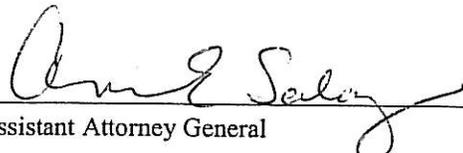
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney

  
\_\_\_\_\_  
Assistant Attorney General

05/08/08  
\_\_\_\_\_  
Date

4-22-08  
\_\_\_\_\_  
Date

**AGREEMENT GCA 5720**  
**Exhibit A**

**Planning Study Description**

This planning study will reflect the vision of our local communities and STATE for this route segment. Specifically this Study will focus on highway infrastructure improvements to the Kiona Interchange of I-82, the intersecting STATE highways, and the connecting city and county roadways to improve the transportation system and thus further the economic vitality of Benton County, The Red Mountain American Viticulture area (AVA), and surrounding areas. With the development of the Red Mountain area by the wine industry and the thousands of new tourist trips that will be generated the capacity of this interchange will be exceeded in a short time. The Study area begins at the eastbound ramp terminals of the I-82 Kiona Interchange (MP 0.00 of SR 224) and continues through the intersection of SR 224 and SR 225 (MP 0.00 SR 225) and ends at the intersection of SR 224 and Kennedy Rd. (MP 0.24 SR 224). The SR 225 section ends at MP 0.03 at the beginning of the Yakima River Bridge. The Study area resides partly within Benton City and partly within Benton County and within the Urban Growth Area of Benton City.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 27, 2008</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Revisions to 2008</u>	Pass Resolution <u>X</u>	Public Hearing _____
<u>1-Year Road Program</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>dlh</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>RBD</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

The following changes are proposed to the 2008 One Year Road Program:

Eliminate \$10,00 for King Tull Road, Hinzerling Road to Pioneer Road; and add \$10,000 for Sellards Road, SR 221 to Travis Road.

Include \$30,000 expenditure for Leslie Road and reduce Emergent Projects by \$30,000.

Include \$50,000 expenditure for Hess Road Bridges and reduce Emergent Projects by \$50,000.

**SUMMARY**

Changes in expenditures are proposed to the Annual Road Program.

**RECOMMENDATION**

The Board approve changes to the 2008 One Year Road Program

**FISCAL IMPACT**

None

**MOTION**

Approve as part of the Consent Agenda.

2008  
ONE YEAR ROAD PROGRAM  
Estimated Expenditures

	PROJECTS	COUNTY						09/19/07	
		Road Fund	(CAPP, RAP, TIB) STATE	(HES, REV, R-HCP, STPR, HPP, STPU, TEP, BRAC, BRRP) FEDERAL	FMSIB	PWTF	OTHER	TOTAL	
	Traffic Law Enforcement (Diversion of County Road Funds)	417,849	0	0	0	0	0	417,849	
541.00	Preservation	0	0	0	0	0	0	0	
542.00	Maintenance	1,049,820	400,400	0	0	0	0	1,450,220	
543.00	Administration	3,617,358	0	0	0	0	0	3,617,358	
544.00	Operations	1,115,560	0	0	0	0	0	1,115,560	
545.00	Extraordinary Operations	653,706	0	0	0	0	0	653,706	
588.00	Agency Disbursements to WS Dept of Revenue	250,000	0	0	0	0	0	250,000	
591.950:7800	Redemption of Long-Term Debt	1,500	0	0	0	0	0	1,500	
592.950.8300	Interest and Other Debt Service Costs	191,176	0	0	0	0	0	191,176	
	Subtotal	7,313,219	400,400	0	0	0	0	7,713,619	
<b>\$ Source</b>		<b>595.00 Construction: County Funded Projects</b>							
Road	Travis Road: Sellards to Henson Roads	5,000	0	0	0	0	0	5,000	
Road	Bert James Road: Sellards to SR221	5,000	0	0	0	0	0	5,000	
Road	Bemath Road: BNSF RR Crossing Re-alignment & Reconstruction	5,000	0	0	0	0	0	5,000	
Road	Hirzlering/Johnson/OIEH Intersection	150,000	0	0	0	0	0	150,000	
Road	North River Road Curve	75,000	0	0	0	0	0	75,000	
Road	Rothrock & OIEH Intersection	200,000	0	0	0	0	0	200,000	
Road	King Tull Road: Hirzlering to Pioneer Roads	10,000	0	0	0	0	0	10,000	
Road	Roadway Turnouts	10,000	0	0	0	0	0	10,000	
Road	Emergent Projects	100,000	0	0	0	0	0	100,000	
Road	Plat Road Review and Engineering	2,000	0	0	0	0	0	2,000	
Paths & Trails	Paths and Trails: Countywide	0	0	0	0	0	18,000	20,000	
		0	0	0	0	0	10,000	10,000	
		0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	
	Subtotal	562,000	0	0	0	0	28,000	590,000	
<b>\$ Source</b>		<b>595.00 Construction: Partnership / Grant Funded Projects</b>							
Road / TIB / STPU / STP-REV / PWTF / Paths & Trails / Road / TIB / FMSIB / PWTF	CR 397: Finley to SR397 (Phase 3a)	0	3,079,650	1,468,400	0	1,445,429	100,000	6,093,479	
Road / CPF / FMSIB / TIB	Piert Road Extension (CR 397 Phase 3a)	10,700	25,300	0	14,000	0	0	50,000	
Road/RAP/STPR	Piert Road: SR 397 to Bowles (Phase 3b)	345,676	1,935,862	0	486,000	0	392,000	3,159,538	
Road / RAP	Webber Canyon Rd (Phase 1): Dennis to Kiona (road only)	336,000	600,000	1,764,000	0	0	0	2,700,000	
Road / STPR	Webber Canyon Rd (Phase 1): Dennis to Kiona (canal only)	40,000	360,000	0	0	0	0	400,000	
Unknown	Webber Canyon Rd (Phase 2a): BNSF Grade Separation	0	0	40,000	0	0	0	40,000	
R Rd 2-Lane Safety	Webber Canyon Rd (Phase 2b): Kiona to I-82 (Kiona Road)	5,000	0	0	0	0	0	5,000	
Road / SP/R-HPP	Webber Canyon Rd (MP 1.259 to Dennis Road)	100,000	0	500,000	0	0	0	600,000	
Road / RAP	Red Mountain I-82 Interchange	0	0	20,000	0	0	0	20,000	
Road / RAP	Hanks Road: Crosby to Aller	20,000	180,000	0	0	0	0	200,000	
Road / RAP	Clodfelter Road: Bentley to C. Williams	7,500	67,500	0	0	0	0	75,000	
Road / RAP	Locust Grove: Clodfelter to Edwards	7,500	67,500	0	0	0	0	75,000	
Road / RAP	Nine Canyon Rd: CR 397 to Mills	7,500	67,500	0	0	0	0	75,000	
Road / STPR	OIEH: Chandler to Rayhill	1,350	0	8,650	0	0	0	10,000	
PDF / STP-E	Horse Heaven Vista	0	0	368,000	0	0	35,000	403,000	
Road / HES	Johnson Road / Griffin Road Intersection	178,460	0	171,540	0	0	0	350,000	
Road / H-RCP	Railroad Crossings: Countywide	2,000	0	0	0	0	0	2,000	
		0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	
	** Subtotal	2,400,000	1,061,686	6,383,312	4,340,590	500,000	1,445,429	14,258,017	
<b>\$ Source</b>		<b>519.00 Reimbursable</b>							
519.71	Federal	1,300	0	0	0	0	0	1,300	
519.72	State	2,100	0	0	0	0	0	2,100	
519.73	County	42,400	0	0	0	0	0	42,400	
519.74	City	62,600	0	0	0	0	0	62,600	
519.75	Other Governmental	92,900	0	0	0	0	0	92,900	
76	Other Funds (includes above \$2,400,000 shown as CPF)	2,756,800	0	0	0	0	0	2,756,800	
77	Non-Governmental	9,100	0	0	0	0	0	9,100	
	Subtotal	2,967,400	0	0	0	0	0	2,967,400	
<b>TOTAL EXPENDITURES</b>		<b>2,400,000</b>	<b>11,904,305</b>	<b>6,783,712</b>	<b>4,340,590</b>	<b>500,000</b>	<b>1,445,429</b>	<b>25,529,036</b>	

\*Capital Projects fund portion of construction dollars are not included in the subtotal for construction but are included in the total dollars for the One Year Road Program.

# PUBLIC WORKS ROAD FUND PURCHASES

## ROAD FUND #0101-101

08/31/07

<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>REPLACEMENT YES/NO</u>
6	VIP Subscriptions (Autocad=1; Autodesk Map=5)	\$3,100	Yes
2	Geomeia Subscriptions	\$600	Yes
3	Steel Flat Files 5-drawer each	\$6,000	Yes
2	2-Drawer Hanging Plat Files	\$4,000	No
1	Electronic Scanner	\$4,000	No
<b>Total Road Fund #0101-101</b>		<b>\$17,700</b>	

# EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

08/31/07

<u>QTY</u>		<u>COST</u>	<u>REPLACEMENT YES/NO</u>
<b>A. <u>GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT</u></b>			
1	Rubber Tired Excavator	\$225,000	Yes
1	Truck Cab and Chassis	\$70,000	Yes
2	Regular Cab 3/4 Ton 4x4 Pickup	\$46,000	Yes
1	Midsized 4-Door Sedan	\$20,000	Yes
1	Remanufactured Engine and Transmission for #491	\$7,000	Yes
2	Repaint Dump Boxes on #405 & #406	\$5,000	No
1	Repair Doors and Rebuild Transmission on #362	\$6,500	No
1	Tire Machine (mount & demount) (Kennewick Shop)	\$10,000	Yes
1	Wire Feed Welder (Kennewick Shop)	\$4,000	Yes
1	Tire Balancer (Prosser Shop)	\$5,000	Yes
N/A	Steel/Carbide Cutting Bits	\$25,000	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$34,500	Supply
N/A	Steel Bid	\$3,000	Supply
N/A	Small Shop Equipment & Tools	\$4,000	
<b>Total</b>		<b>\$465,000</b>	
 <b><u>ER &amp; R VEHICLES FOR OTHER DEPARTMENTS</u></b>			
		\$0	
<b>Total</b>		<b>\$0</b>	
 <b>B. <u>OFFICE EQUIPMENT</u></b>			
1	Lab & Testing Equipment (for Eng'r Lab Trailer)	\$3,000	Yes
3	Computers	\$12,300	Yes
4	Flat Panel Computer Monitors (19" Monitors)	\$1,200	Yes
N/A	Office Equipment and Furnishings	\$3,000	Yes
<b>Total</b>		<b>\$19,500</b>	
 <b>C. <u>FACILITIES</u></b>			
	Unscheduled Repairs	\$5,000	
	General Building Maintenance & Repairs	\$10,000	
	New Kennewick Shop Site Development, Access, Utilities	\$20,000	
<b>Total</b>		<b>\$35,000</b>	
 <b>D. <u>INVENTORY</u></b>			
	Aggregate Purchase (Crushing & Stockpiling)	\$275,000	
	Traffic Sign Materials	\$100,000	
	Herbicide Chemicals	\$180,000	
<b>Total</b>		<b>\$555,000</b>	

**Grand Total**

**\$1,074,500**

# **Benton County 2008 Road Program**

**Approved by the**

## **Board of County Commissioners**

**on**

**October 8, 2007**

**Leo M. Bowman, Chairman**

**Claude L. Oliver, Pro Tem**

**Max E. Benitz, Jr., Member**

R E S O L U T I O N

07 737

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: BENTON COUNTY 2008 ANNUAL ROAD PROGRAM

WHEREAS, the Board adopted the 2008 - 2013 Comprehensive Six-Year Road Program on June 11, 2007; and

WHEREAS, a copy of the proposed 2008 Annual Road Program was presented to the Board on October 1, 2007 for Board review in conjunction with the development of 2008 budgets; and

WHEREAS, the Benton County Engineer recommends adoption of the One-Year Road Program for 2008, it appearing to be in the best public interest; NOW, THEREFORE,

BE IT HEREBY RESOLVED, by the Board of Benton County Commissioners, that the 2008 Annual Road Program, a copy of which is attached, is hereby adopted.

Dated this 8th day of October, 2007.

*Leo M. Baierman*

Chairman of the Board.

*Claude L. Oliver*

Chairman Pro-Tem.

**MAX E. BENITZ, JR. - OPPOSED**

Member.

Attest:

*Ann Metzger*  
Clerk of the Board

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

2008  
ONE YEAR ROAD PROGRAM  
Estimated Revenues

09/19/07

B.A.R.S.#		COUNTY	STATE	FEDERAL	PWTF	OTHER	TOTAL
291.74.0001	Fund Balance January 1, 2008	534,357	0	0	0	0	534,357
311.10.0500	Road Levy 2008(Prior to \$417,849 Diversion to Traffic Law Enforcemnt)	5,031,861	0	0	0	0	5,031,861
317.20.0001	Leasehold	0	90,000	0	0	0	90,000
321.91.2100	Franchise Fees	500	0	0	0	0	500
322.90.0002	Trail Access Permits	500	0	0	0	0	500
336.00.8901	Gas Tax (County Apportionment)	0	3,367,687	0	0	0	3,367,687
338.42.0501	Road Maintenance Services	50,000	0	0	0	0	50,000
338.95.0501	Road Construction & Engr Services	100,000	0	0	0	0	100,000
341.50.0501	Sale of Maps	100	0	0	0	0	100
341.69.0501	Sale of Prints	15,000	0	0	0	0	15,000
344.10.0501	Various Road Repairs	10,000	0	0	0	0	10,000
344.10.0502	Private Road Signs	500	0	0	0	0	500
344.20.0501	Sale of Aggregate Materials	5,000	0	0	0	0	5,000
344.90.0501-2	Plat Road/Access Road/Encroachment Review	18,000	0	0	0	0	18,000
344.90.0503-4	Road Vacations / Affidavits of Correction	2,300	0	0	0	0	2,300
349.16.0501	Personnel Admin Services by Co Road	150,000	0	0	0	0	150,000
361.11.0001	Interest	25,000	0	0	0	0	25,000
362.10.0501	Equipment & Vehicle Rentals	500	0	0	0	0	500
362.90.0501-2	Other Rents	200	0	0	0	0	200
367.00-0001	Contributions / Donations	0	0	0	0	392,000	392,000
369.10.0501	Special Sales By County Road	200	0	0	0	0	200
369.40.0501	Judgements and Settlements	100	0	0	0	0	100
369.90.0001	Miscellaneous Revenues	1,000	0	0	0	0	1,000
369.90.0501	Sale of Salvage - Road	100	0	0	0	0	100
369.90.0502	Miscellaneous Revenues (REA Capital Payment)	500	0	0	0	0	500
369.90.0504	Tourist Information Signs	500	0	0	0	0	500
386.70.0501	Sales Tax Collection	1,500	0	0	0	0	1,500
391.80.0501	Intergovernmental Loan Proceeds	0	0	0	1,445,429	0	1,445,429
395.10.0002	Sale of Fixed Assets - Equipment	500	0	0	0	0	500
395.10.0501	Sale of Fixed Assets - Road	500	0	0	0	0	500
397.10.0000	Operating Transfers-In to Road Fund						
.0103	Flood Control Fund	0	0	0	0	59,000	59,000
.0110	Park Development Fund	0	0	0	0	35,000	35,000
.0114	Paths & Trails Reserve Fund	0	0	0	0	166,900	166,900
.0305	Capital Projects Fund (Webber Canyon Rd BNSF Grade Separation)	0	0	0	0	100,000	100,000
.0305	Capital Projects Fund (Webber Canyon Rd Phase 1)	0	0	0	0	2,300,000	2,300,000
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
	Subtotal	5,948,718	3,457,687	0	1,445,429	3,052,900	13,904,734
<b>GRANT / MATCHING FUNDS</b>							
333.20.2501	Federal: STP/U Urban	0	0	818,400	0	0	818,400
333.20.2502	STP/R Rural	0	0	1,812,650	0	0	1,812,650
333.20.2503	BRAC, BRRP Bridge	0	0	0	0	0	0
333.20.2504	STP/S Safety (HES)	0	0	171,540	0	0	171,540
333.20.2505	R-HCP Railroad (RRP)	0	0	0	0	0	0
333.20.2506	ER Emergency Relief Program	0	0	0	0	0	0
333.20.2507	STP/E Enhancement (TEP)	0	0	368,000	0	0	368,000
333.20.2508	Rural Economic Vitality (REV) Program	0	0	650,000	0	0	650,000
333.20.2509	Rural 2-Lane Road Safety Improvements	0	0	500,000	0	0	500,000
333.20.2510	Demonstration Projects (HPP)	0	0	20,000	0	0	20,000
333.11.3070	DOC Economic Development Admin (EDA)	0	0	0	0	0	0
		0	0	0	0	0	0
334.03.6100	Freight Mobility Strategic Investment Board (FMSIB)	0	500,000	0	0	0	500,000
334.03.7100	Rural Arterial Program	0	1,342,500	0	0	0	1,342,500
334.03.7200	CAPP (Arterial Preservation)	0	400,400	0	0	0	400,400
334.03.8501	Transportation Improvement Board AIP/TPP Grants	0	5,040,812	0	0	0	5,040,812
	Subtotal	0	7,283,712	4,340,590	0	0	11,624,302
	<b>GRAND TOTAL</b>	<b>5,948,718</b>	<b>10,741,399</b>	<b>4,340,590</b>	<b>1,445,429</b>	<b>3,052,900</b>	<b>25,529,036</b>

R E S O L U T I O N

g.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR HESS ROAD BRIDGE IMPROVEMENTS

WHEREAS, Benton County desires to improve the two bridges on Hess Road; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$50,000.00 for improvements to two bridges on Hess Road as an emergent project.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR SELLARDS ROAD IMPROVEMENTS

WHEREAS, Benton County desires to improve the portion of Sellards Road from SR 221 to Travis Road; and

WHEREAS, the improvement of King Tull Road, from Hinzerling Road to Pioneer Road has been tabled; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$10,000.00 for the Sellards Road project, and eliminate the expenditure for King Tull Road by \$10,000.00.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
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

R E S O L U T I O N

S

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR LESLIE ROAD IMPROVEMENTS

WHEREAS, Benton County desires to improve their portion of Leslie Road; and

WHEREAS, a Joint Agreement by and between the City of Richland, City of Kennewick, and Benton County has been approved for said improvements; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$30,000.00 for the Leslie Road project, and reduce the expenditure for Emergent Projects by \$30,000.00.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
Chairman of the Board.

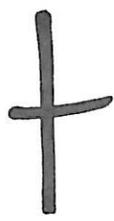
\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

RBD:LJM:dlh



**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: SURFACE TRANSPORTATION PROGRAM FUNDS FOR THE CONSTRUCTION OF WEBBER CANYON ROAD - DENNIS ROAD TO KIONA CE 1620 CRP

WHEREAS, it is the intention of the Board of County Commissioners to have Webber Canyon Road reconstructed from Dennis Road to Kiona; and

WHEREAS, Benton County is to receive additional Surface Transportation Program (STP) funding in the amount of \$782,491, pending approval by the Benton-Franklin Council of Governments; and

WHEREAS, Benton County has \$290,000 of STP funding remaining to be transferred from preliminary engineering to construction; and

WHEREAS, Local Agency Agreement Supplement Two has been prepared for this project to obligate \$782,491 for construction and transfer the remaining \$290,000 STP funds into construction; NOW THEREFORE,

BE IT RESOLVED that the Chairman is hereby authorized to execute said Agreement.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

RBD:BLT:hlm

# R E S O L U T I O N

U

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: LESLIE ROAD IMPROVEMENTS

WHEREAS, Benton County desires to improve their portion of Leslie Road; and

WHEREAS, on December 21, 2004, the City of Richland, the City of Kennewick, and Benton County entered into a Joint Agreement to facilitate the improvements; and

WHEREAS, Condition No. 8 of the joint agreement states, "Benton County will transfer \$78,000 in Surface Transportation Program (STP-U) funds to Richland for implementation of the project's pre-design phase. The final design and construction phases of the project will require transfer of additional STP funds, not to exceed \$316,000, to Richland. Benton County agrees to provide the required STP-U local matching funds, not to exceed \$21,000 for the construction phase of the project. Benton County's financial participation in this project shall not exceed \$415,000 without approval of Benton County." and

WHEREAS, in April 2005 STP-U funds in the amount of \$78,000.00 were transferred to the City of Richland; and

WHEREAS, in March 2006 STP-U funds in the amount of \$33,500.00 were transferred to the City of Richland for a Needs, Location, and Traffic Study on Sagebrush Road of which \$29,874.40 was expended and the remaining \$3,625.60 is to be applied towards the Leslie Road project; and

WHEREAS, with the final design near completion and construction about to begin, it is time to transfer the additional STP-U funds and the STP-U local matching funds; NOW, THEREFORE,

BE IT RESOLVED the County Engineer is hereby authorized to transfer to the City of Richland STP-U funds in the amount of \$304,115.00 and local matching funds of \$21,000.00 be paid to the City of Richland from the County Road Fund; and

BE IT FURTHER RESOLVED that an additional \$8,259.40 be paid to the City of Richland from the County Road Fund to equal the amount stated in the Joint Agreement not to exceed \$415,000.00.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF PURCHASING DIGITAL UPGRADES FOR BENTON PUBLIC WORKS DEPARTMENT'S 800 MHz PORTABLE RADIOS AND THE PURCHASE OF TWO NEW PORTABLE 800 MHz DIGITAL RADIOS**

**WHEREAS**, the Benton County Public Works Department has received notice from Benton County Emergency Services that the analog 800 MHz radio system developed by Motorola and currently used by the County will be upgraded to a digital 800 MHz radio system; and

**WHEREAS**, continued use of the 800 MHz system will require the purchase of digital upgrades for all radios on the system from Motorola, a sole source provider; and

**WHEREAS**, the Benton County Public Works Department will eliminate their mobile radios and upgrade twenty portable radios at a cost of \$6,580.00 and purchase two additional portable radios and accessories at a cost of \$6,493.50 for a total cost of \$13,073.50 plus Washington State Sales Tax in the amount of \$1,085.10; and

**WHEREAS**, Motorola is the sole provider of the digital 800 MHz radio system currently operated by Benton County Emergency Services; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that the Benton County Public Works Department is hereby authorized to proceed with the purchase of the digital 800 MHz upgrades for twenty portable radios in the amount of \$6,580.00 plus the purchase of two additional digital portable radios and accessories in the amount of \$6,493.50 for a total cost of \$13,073.50 plus Washington State Sales Tax in the amount of \$1,085.10.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_

RBD:LJM:dlh

cc: Auditor Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 27, 2008</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Upgrade Radios</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>RBD</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Public Works Department has received notice from Benton County Emergency Services that the analog 800 MHz radio system developed by Motorola and currently used by the County will be upgraded to a digital 800 MHz radio system. Continued use of the 800 MHz system will require the purchase of digital upgrades for all radios on the system from Motorola, a sole source provider.

**SUMMARY**

Benton County Public Works Department wishes to eliminate their mobile radios and upgrade twenty portable radios at a cost of \$6,580.00 and purchase two additional portable radios and accessories at a cost of \$6,493.50, for a total cost of \$13,073.50 plus Washington State Sales Tax in the amount of \$1,085.10.

**RECOMMENDATION**

Approve the purchase of upgrades to current and purchase two additional portable radios.

**FISCAL IMPACT**

A total cost of \$13,073.50 plus Washington State Sales Tax in the amount of \$1,085.10.

**MOTION**

Approve as part of the Consent Agenda.

R E S O L U T I O N

W

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: E R & R SURPLUS EQUIPMENT;  
CONSIGNMENT AGREEMENT - INGERSOLL-RAND DD90 ROLLER

WHEREAS, the County Engineer wishes to receive the best price for surplus equipment; and

WHEREAS, a Consignment Agreement has been negotiated with Central Machinery Sales, Inc., Pasco, Washington for a 1998 Ingersoll-Rand DD90 Roller; NOW, THEREFORE,

BE IT RESOLVED; that said Consignment Agreement is hereby approved, and the Chairman is authorized to sign said Agreement on behalf of Benton County.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

RBD:LJM:dlh

W

# CONSIGNMENT AGREEMENT

Benton County Public Works (hereafter "Consignor")  
620 Market Street  
PO Box 1001  
Prosser, Washington 99350-0954

Agrees to consign for sale the following surplus equipment:

<u>Equip No.</u>	<u>Description</u>	<u>Model</u>	<u>Serial Number</u>	<u>Hours</u>
#452	1998 Ingersoll-Rand Double Drum Roller	DD90	154909	1,015

It is agreed that Central Machinery Sales, Inc, 1810 East James Street, Pasco Washington, (hereafter "Consignee") shall take possession of the above property to be sold, under the direction and agreement as to sale price of Benton County Public Works. Central Machinery at its place of business will store said property. It is agreed that Central Machinery Inc. shall be held harmless by the Consignor for damages, actions, causes of action or suits of whatever any nature and kind on the account of taxes, liens, and other claims against the property and damages, loss or injury to both persons and property, now or in the future, resulting, or to result from the storage by Central Machinery of the said property being stored.

Said property will be held by CMS for the purpose of resale. It is understood and agreed that the selling price of listed goods will be no less than:

**\$32,500.00** #452 1998 Ingersoll-Rand Roller.

The Consignor certifies that the property is free and clear of security interests, liens, and all encumbrances.

It is understood that all offers for purchase, to include all details applicable, shall be submitted to Benton County in writing for acceptance or denial of sale. Upon consummation of the sale, Consignee shall remit to the Consignor all funds collected, to include copies of sales invoices to Benton County, less the agreed upon selling fee of **10%**.

The equipment being Consigned is to be sold with no warrantee, as is, where is.

This Consignment agreement will be valid and binding from the date of this agreement unless terminated by either party with written notice to the other party, received prior to the sale of the property. It shall be agreed that the Consignor will grant the Consignee a 90 day period to sell the surplus equipment. This time period is subject to renewal as determined by the Consignor. At the end of the consignment period, the Consignee shall return the listed equipment to Benton County without obligation or encumbrances.

Agreed to this 27th day of May, 2008

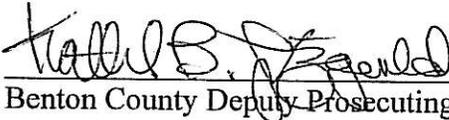
Central Machinery Sales, Inc.

County of Benton

  
Signature  
Stephen Steadwick Gen  
Print Name and Title

\_\_\_\_\_  
Chairman,  
Board of Benton County Commissioners

Approved as to form:

  
Benton County Deputy Prosecuting Attorney

# RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON :  
IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE:

### Speed Limit on County Roads

WHEREAS, the portions of the Cottonwood Springs and Cottonwood Creek subdivisions have been completed and the roads within the subdivisions have been accepted for maintenance by Benton County; and

WHEREAS, the County recommends placing a 25 mph speed limit on said roads; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated on Exhibit A attached, shall be as follows;

**It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 Miles Per Hour .**

This resolution shall be effective May 27, 2008.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest : \_\_\_\_\_  
County Clerk of the Board

Constituting the Board of  
Commissioners of Benton County,  
Washington.

RBD:NWC:dlh

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>			
Meeting Date :	5/27/08	Execute Contract :		Consent Agenda :	X
Subject :	Traffic Control	Pass Resolution :	X	Public Hearing :	
Prepared by :	NWC	Pass Ordinance :		1st Discussion :	
Reviewed by :	RBD	Pass Motion :		2 <sup>nd</sup> Discussion :	
		Other :		Other :	

## BACKGROUND INFORMATION

Portions of the Cottonwood Springs and the Cottonwood Creek subdivisions located just north of Badger Road and 1.8 mi. east of I82 have been completed and the roads within the subdivisions have been accepted for maintenance by Benton County. Several new houses have been constructed at the same time the streets were being built to Benton County standards. The new homes have generated enough traffic that this department has been receiving calls about traffic safety issues including speeding. No formal speed limits have been established for this area.

Local residents would like speed limits established on these residential streets. (See attached list and vicinity map.)

## SUMMARY

Those portions of the Cottonwood Springs and Cottonwood Creek subdivisions shown on the attached list and map are comprised of residential streets that serve local traffic only. There is bicycle and pedestrian traffic that is common to residential neighborhoods. Residential streets have speed limits of 25 mph. Establish speed limits of 25 mph on the following streets.

## RECOMMENDATION

Establish 25 mph speed limits within the Cottonwood Springs and Cottonwood Creek subdivisions south and east of Kennewick and Richland for those streets listed and shown on the attachment.

## FISCAL IMPACT

Normal and routine traffic control included in the budget.

## MOTION

Adoption of consent agenda.

## EXHIBIT A

Lilliann Dr – Cottonwood Springs Blvd to the end – 0.25 mi.  
Brandon Dr – 800 ft east of Cottonwood Springs Blvd to Kase Blvd – 0.57 mi.  
Hillview Dr. – Cottonwood Springs Blvd to Cottonwood Dr. – 0.25  
Kaitlyn Dr – Cottonwood Springs Blvd to the end – 0.17 mi  
Brooklyn Dr - Cottonwood Springs Blvd to the end – 0.25 mi  
Ridgeview Dr – 0.14 mi east of Cottonwood Springs Blvd to Hillview Dr – 0.53 mi.  
Cottonwood Springs Blvd. – Cottonwood Dr to Canyon View Dr – 0.74  
Ridgeview Ct – Hillview Dr to End – 0.07  
Kase Blvd – Cottonwood Dr to end - 0.5  
Canyon View Dr – Kase Blvd to Kase Blvd – 0.52  
Kimberly Dr – Cottonwood Dr to Cottonwood Creek Blvd – 0.06  
Heather Dr – Cottonwood Creek Blvd to end – 0.25  
Nicole Dr - Cottonwood Creek Blvd to end – 0.25  
Hailey Dr - Cottonwood Dr to Cottonwood Creek Blvd – 0.06

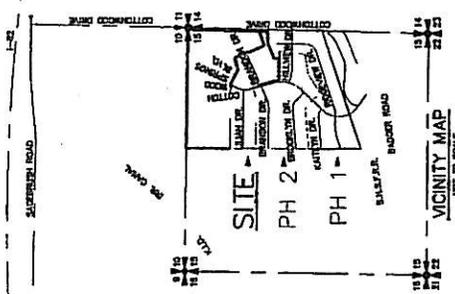


V.15 P. 262

1/3

# FINAL PLAT OF COTTONWOOD SPRINGS

PHASE 3  
SECTION 15, T. 8 N., R. 28 E., W.M.  
BENTON COUNTY, WASHINGTON



EQUIPMENT USED  
 PLAT BY: [Symbol] [Symbol] [Symbol]  
 BASES OF BEARINGS  
 DERIVED FROM THE G.P.M.

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**RESOLUTION**

Y

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY PATHS AND TRAILS, RE: FUNDING COMMITMENT TO BENTON CITY

WHEREAS, on September 12, 2001, Benton City requested funding from Benton County to aid in the construction of a proposed pathway, a portion of which lies outside the Benton City city limits, and

WHEREAS, on October 15, 2001, Benton County Public Works committed to contributing \$20,000.00 to help fund the construction of said pathway, and

WHEREAS, due to financial constraints, the project was delayed until 2008, and

WHEREAS, Benton City has called for bids on this project and is now requesting that Benton County release the \$20,000.00 contribution, NOW, THEREFORE,

BE IT RESOLVED that the \$20,000.00 contribution for the Benton City pathway is approved and the money is to be release after the award of the contract.

BE IT FURTHER RESOLVED that the contribution is to be funded by the Benton County Public Works Paths and Trail Fund, Fund Number: 0114-101.

Dated this 27<sup>th</sup> day of May 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>			
Meeting Date :	May 27, 2008	Execute Contract :		Consent Agenda :	X
Subject :	Benton City Pathway	Pass Resolution :	X	Public Hearing :	
Prepared by :	SWB	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :	X	2 <sup>nd</sup> Discussion :	
		Other :		Other :	

## BACKGROUND INFORMATION

In 2001, Benton City contacted Public Works requesting \$20,000.00 to aid in the construction of a pathway around the City. A portion of the pathway lies outside the City. Assistant County Engineer Steven Tonks after consultation with County Engineer Ross Dunfee and Financial Administrator Larry Moser determined that the County could contribute toward the portion of the pathway outside the City limits. (See the attached letter.) Due to financial constraints the project was put on hold until this year. Funding for the portion within the County would come from the Paths and Trails Fund, Number 0114-101.

## SUMMARY

Every year the County receives gas tax money that is dedicated to paths and trails and can only be used for paths and trails. The amount of money received into the fund each year is relatively small and the money must accrue over several years before there is enough to do a project. The State allows the County to accrue the money for up to ten years and we are currently pushing that limit. We do plan on using some of this money on the Intertie, however, financing a portion of the Benton City pathway out of this fund will buy us some more time. This project meets the criteria for use of paths and trails money. The project is a worthwhile project that will benefit the City of Benton City and funding is available.

## RECOMMENDATION

It is our recommendation that the request received from Benton City for \$20,000.00 for the construction of pathway. The money should not be released until after award of the contract.

*be approved*

## FISCAL IMPACT

Funding will come from the Paths and Trails Fund Number 0114-101, reducing the current fund by \$20,000.00

## MOTION

Move to approve as a part of the consent agenda.

Ross B. Dunfee, P.E.  
Director / County Engineer  
Steven L. Tonks, P.E.  
Asst. Director/Asst. County Engineer

Area Code 509  
Prosser 786-5611  
Tri-Cities 736-3084  
Ext. 5664  
Fax 786-5627

# Benton County

## Department of Public Works

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954

RECEIVED

APR 25 2008

BENTON COUNTY  
COMMISSIONER

October 15, 2001

Mayor Lynn B. Johnson  
City of Benton City  
P. O. Box 70  
Benton City, WA 99320

RECEIVED  
OCT 16 2001  
CITY OF BENTON CITY

RE: Benton City Pathway

Mayor:

We have received two letters for this project. One dated September 12, 2001 from you and one dated September 28, 2001 from SCM Consultants, Inc. (your consultant), requesting help with the funding of this project.

I met with Financial Administrator Larry Moser and County Engineer Ross Dunfee to discuss this issue. It was determined that we can contribute \$20,000.00 to this project. The consultant plans show a portion of the path extends outside the current city limits into the county. We are hoping the \$20,000.00 will help pay for the portion of the project constructed in the county.

We realize you will still need to find other funding sources to complete this project. We hope this helps with your funding request. We are interested in knowing the start date of this project and the approximate date when you need our funding contribution.

Good luck with your project.

Sincerely,

  
STEVEN L. TONKS, P.E.  
Asst. County Engineer/Asst. Director

Z

Return to: Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: IN THE MATTER OF COUNTY ROADS, RE:  
COUNTY ROAD IMPROVEMENT DISTRICT (C.R.I.D.) #15, COTTONWOOD DRIVE,  
PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-400-0012-000 defined as: The Northeast  $\frac{1}{4}$  of the East 879.85 feet of the North 1,006.06 feet of the South 2,012.12 feet of Section 10, Township 8 North, Range 28 East, W.M. EXCEPT Road Right Of Way.

Containing 4.67 acres more or less.

had an original assessment of \$3,319.10 and now has an outstanding assessment of \$2,203.14, and

WHEREAS, Parcel Number 1-1088-400-0013-000 defined as: The Southeast  $\frac{1}{4}$  of the East 879.85 feet of the North 1,006.06 feet of South 2,012.12 feet of Section 10, Township 8 North, Range 28 East, W.M. EXCEPT Road Right Of Way

Containing 4.73 acres more or less.

had an original assessment of \$3,529.05 and now has an outstanding assessment of \$3,162.60, and

WHEREAS, the tracts have been subdivided and are now Short Plat 3049, as recorded in Volume 1 of Short Plat, Page 3049, records of Benton County, Washington and have been

assigned new parcels numbers, and

WHEREAS, Parcel Number 1-1188-302-0001-000 defined as: Tract A, Cottonwood Creek, Phase 1 as recorded in Volume 15 of Plats, Page 320, records of Benton County, Washington all in Section 11, Township 8 North, Range 28 East, W.M.

Containing 70.91 acres more or less

had an original assessment of \$48,359.38 and now has an outstanding assessment of \$48,359.48, and

WHEREAS, the tracts have been subdivided and are now a part of the plat of Cottonwood Creek, Phase 2, and have been assigned new parcels numbers, NOW, THEREFORE

BE IT RESOLVED, that the final assessment roll be amended and the subdivision of Parcel Numbers 1-1088-400-0012-000, 1-1088-400-0013-000 and 1-1188-302-0001-000 into forty (40) parcels, each with its own assessment be approved.

BE IT FURTHER RESOLVED that each parcel and assessment is defined as follows:

See Attached Exhibit "A"

Dated this 27<sup>th</sup> day of May 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Exhibit "A"

1-1088-401-3049-001	\$1,096.84
1-1088-401-3049-002	\$1,106.30
1-1088-401-3049-003	\$1,574.60
1-1088-401-3049-004	\$1,588.00
1-1188-303-0000-001	\$583.35
1-1188-303-0000-002	\$561.47
1-1188-303-0000-003	\$546.89
1-1188-303-0000-004	\$532.30
1-1188-303-0000-005	\$517.72
1-1188-303-0000-006	\$517.72
1-1188-303-0000-007	\$597.93
1-1188-303-0000-008	\$532.30
1-1188-303-0000-009	\$532.30
1-1188-303-0000-010	\$525.01
1-1188-303-0000-011	\$525.01
1-1188-303-0000-012	\$525.01
1-1188-303-0000-013	\$525.01
1-1188-303-0000-014	\$525.01
1-1188-303-0000-015	\$525.01
1-1188-303-0000-016	\$525.01
1-1188-303-0000-017	\$546.89
1-1188-303-0000-018	\$554.18
1-1188-303-0000-019	\$532.30
1-1188-303-0000-020	\$459.39
1-1188-303-0000-021	\$525.01
1-1188-303-0000-022	\$525.01
1-1188-303-0000-023	\$525.01
1-1188-303-0000-024	\$597.93
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1-1188-303-0000-027	\$532.30
1-1188-303-0000-028	\$539.60
1-1188-303-0000-029	\$532.30
1-1188-303-0000-030	\$619.81
1-1188-303-0000-031	\$627.10
1-1188-303-0000-032	\$1,020.86
1-1188-303-0000-033	\$998.98
1-1188-303-0000-034	\$18,645.27
1-1188-303-0001-000	\$9,464.81
1-1188-303-0002-000	\$1,480.24

**RESOLUTION**

ca

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF WYCKOFF FARMS, INC. TO CONTINUE A FRANCHISE TO PLACE IRRIGATION DELIVERY SYSTEMS LINES IN BENTON COUNTY ROAD RIGHT OF WAYS

WHEREAS, Wyckoff Farms, Inc. has applied for a franchise to place irrigation delivery system lines in Benton County Road Right of Ways, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, June 2, 2008, at 9:55 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 27<sup>th</sup> day of May 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: \_\_\_\_\_  
Clerk of the Board

RBD:LSS

**RESOLUTION**

bb

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF C&M ORCHARDS,  
INC. TO CONTINUE A FRANCHISE TO PLACE IRRIGATION AND DOMESTIC  
WATERLINES IN COUNTY ROAD RIGHT OF WAYS

WHEREAS, C&M Orchards, Inc. has applied for a franchise to place irrigation and domestic  
waterlines in County roads, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday,  
June 2, 2008, at 9:30 a.m. Local Time, in the Board of County Commissioners Meeting Room,  
Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 27<sup>th</sup> day of May 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:LSS

CC

<u>AGENDA ITEM</u> =====	<u>TYPE OF ACTION NEEDED</u> =====	
Meeting Date: 5-27-08 Subject: Inmate Barber Services Prepared By: J. Thompson Reviewed By:	Execute Contract      XXX Pass Resolution        XXX Pass Ordinance Pass Motion Other	Consent Agenda      XXX Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY**

Benton County Jail offers barber services to inmates at a nominal cost through contracting barbers to provide such services. Lisa Brown has provided these services in years past and the Benton County Sheriff's Office is satisfied with the services provided by the Lisa Brown and wish to enter into a formal contract for the 2008 calendar year.

**RECOMMENDATION**

Request the Benton County Commissioners sign the attached Personal Services Contract for the 2008 calendar year.

**FISCAL IMPACT**

-0-      Already in 2008 Budget

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF REQUESTING APPROVAL OF THE CONTRACT WITH LISA BROWN FOR FURNISHING INMATE BARBER SERVICES FOR THE BENTON COUNTY JAIL FACILITY FOR THE 2008 CALENDER YEAR**

**WHEREAS**, Benton County Jail offers barber services to inmates at a nominal cost through contracting barbers to provide such services; and

**WHEREAS**, Lisa Brown has provided these services in years past; and

**WHEREAS**, the Benton County Sheriff's Office is satisfied with the services provided by the Lisa Brown and wish to enter into a formal contract for the 2008 calendar year; **NOW, THEREFORE**,

**BE IT RESOLVED**, by that the Board of Benton County Commissioners approve the contract agreement between Benton County and Lisa Brown to provide inmate barber services at the Benton County Jail for the calendar year of 2008 based on the terms specified in the contract.

Dated this 27th day of May, 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_

**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 **Lisa Brown**, with its principal offices at **6917 W. Arrowhead Ave, Kennewick, WA 99336**, (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)**
- b. **Benton County Sheriff's Office PREA Policy (Exhibit A)**
- c. **Benton County Sheriff's Office Sexual Harassment Policy (Exhibit B)**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **January 1, 2008**, and shall expire on **December 31, 2008**. 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. CONTRACTOR shall, upon request via telephone, when there are at least four (4) inmates needing her services for haircuts, respond to the Benton County Jail within -----  
- to provide hair cut services to the inmate population.  
When providing hair cut services to inmates, CONTRACTOR shall perform to industry standards with regards to equipment used, hygiene and skill. No services beyond basic cuts and trims will be expected of CONTRACTOR.
- 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 the work specified in the 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.

**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: **Lisa Brown**  
6917 W. Arrowhead Ave  
Kennewick, WA 99336  
509-946-7023 Work  
509-205-8056 Cell
- b. For COUNTY: **Captain Al Thompson**  
7122 W. Okanogan Place Bldg. A  
Kennewick, WA 99336

**5. COMPENSATION**

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

- a. For each completed cut, CONTRACTOR shall charge the inmate twelve dollars (\$12) and remit ten dollars (\$10) to CONTRACTOR. For each cut for which an inmate has requested CONTRACTOR's services but refuses to have a cut or is otherwise unavailable at the time, COUNTY shall charge the inmate six dollars (\$6) and shall remit the entire amount to CONTRACTOR whether or not it is able to actually collect the \$6..
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with subsection "a" above, 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 state the number of completed cuts performed and the

number of scheduled cuts for which inmates were unavailable or refused the cut. Then pursuant to the fee schedule set out in "a" above, the invoice shall state a total amount payable. 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.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, 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.
- f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.
- g. Nothing in this Contract should be interpreted as requiring COUNTY, any of its elected officials or employees, to exclusively utilize the services of CONTRACTOR for any work contemplated by the section entitled "Services Provided" above. COUNTY, any of its elected officials or employees, may contract with other persons or entities to provide the same services to the same inmate population as CONTRACTOR will be serving, concurrent to this contract, as it deems necessary and appropriate.

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 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.

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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 (\$1,000,000).

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more

restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

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CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

**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.

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(8) ~~The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.~~

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

investigation administered by the Benton County Sheriff's Office.

In order to accomplish that, prior to assuming any duties pursuant to this contract on County property, CONTRACTOR shall supply County with any information it requires in order to accomplish its background investigation.

(b) Security clearances shall be granted or revoked at the sole discretion of the Benton County Sheriff or his designee, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. COUNTY reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance. The background investigation process may involve requiring CONTRACTOR or any CONTRACTOR employees to fill out statements which may or may not be under oath. CONTRACTOR shall ensure that such statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance.

(c) CONTRACTOR shall report to COUNTY within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct, the fact of such occurrence. If CONTRACTOR utilizes employees of any sort to fulfill duties pursuant to this CONTRACT, Contractor shall implement policies requiring the reporting of the occurrence of any of the above to it within 24 hours, and shall, in turn, report such occurrence to COUNTY within 24 hours.

(d) In the event the Benton County Sheriff determines that it is appropriate to revoke CONTRACTOR or any CONTRACTOR employee's security clearance, he shall do so in writing directed to CONTRACTOR and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall become effective immediately upon verbal notification, if made, as long as it is followed by written notification to CONTRACTOR. Upon such notification, unless CONTRACTOR can fulfill the terms of this CONTRACT utilizing employees who are the subject of security clearances granted pursuant to this CONTRACT, this CONTRACT shall terminate immediately and

- (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:
- Risk Manager  
Benton County Prosecuting Attorney's Office  
7320 W. Quinault Avenue  
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. Specifically, CONTRACTOR agrees that obtaining and maintaining security clearance to enter and do business upon the premises of the Benton County Jail is an essential part of this contract and that anything which causes such clearance to be revoked, including, but not limited to, commission of any crime or being arrested for such, shall constitute a substantial breach of this contract. CONTRACTOR further acknowledges that security clearance may be revoked for any legitimate security reason at the sole discretion of the Benton County Sheriff or designee.

**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.

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**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. SECURITY**

(a) Prior to being permitted to assume duties pursuant to this contract on County property, CONTRACTOR and any of CONTRACTOR's employees shall pass a thorough background

CONTRACTOR shall be paid for all services rendered up to the point of termination.

~~(e) Nothing in this section shall be construed as infringing in any way upon Contractor's discretion to hire and retain employees of its own choosing.~~

**26. COUNTY POLICIES**

The following COUNTY policies are attached as exhibits to this CONTRACT. By executing this contract, CONTRACTOR acknowledges that these COUNTY policies are in place, and agree that it shall be bound by them to the same extent as COUNTY employees. CONTRACTOR also agrees that it shall communicate these policies exactly as written to each of its officers, directors, employees or agents who do any work at all pursuant to this CONTRACT, whether or not they actually work at all on site at the Benton County Jail, and shall require their adherence to those policies as described above.

- (a) Benton County Sheriff's Office Prison Rape Elimination Act policy (Exhibit A)
- (b) Benton County Sexual Harassment policy (Exhibit B)

-Remainder of page purposely left blank-

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: \_\_\_\_\_

DATED: 4/22/08

**BENTON COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR**  
Lisa Brown

\_\_\_\_\_  
Chairman

Lisa Brown

\_\_\_\_\_  
Member

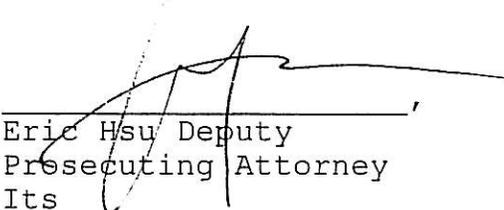
**Lisa Brown**

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to Form:

  
\_\_\_\_\_  
Eric Hsu Deputy  
Prosecuting Attorney  
Its

9:05

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> May 27, 2008 <b>SUBJECT:</b> Ord 445 –Wineries Planning Dept. <b>MEMO DATE:</b> May 21, 2008 <b>Prepared By:</b> Phil Mees <b>Reviewed By:</b> Michael Shuttleworth	<b>TYPE OF ACTION</b> <b>NEEDED</b> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other : X	Consent Agenda Public Hearing 1st Discussion 2nd Discussion X Other
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**BACKGROUND INFORMATION**

On Monday May 5, 2008 the Board of County Commissioners directed planning staff to return on May 27<sup>th</sup> for a continued discussion on possible revisions to Ordinance 445 as it relates to wineries within the GMA Agricultural District.

**SUMMARY**

Ordinance 445 is the GMA Agricultural District amended by the Board of Commissioners in early 2008. Certain provisions within Ordinance 445 that are intended to prevent activities from occurring on Red Mountain that would preempt the realization of the Red Mountain Master Plan are objectionable to property owners wishing to undertake activities, namely the construction of wineries within the GMA agricultural district outside of Red Mountain. A principal objection to Ordinance 445 as it regards wineries is the provision that requires 80 percent of the acreage of a parcel upon which an applicant wishes to build a winery to be planted in a producing vineyard. The Board has directed staff to identify draft changes to Ordinance 445 that would respond to the objections related to wineries in the GMA Agricultural District.

Staff has prepared the attached matrix table showing suggested changes to Ordinance 445 that would address the issues raised in the GMA Agricultural District.

**RECOMMENDATION**

That the Board review and consider the suggested changes at workshop and provide direction to staff relative to moving forward with the public process to make such changes.

**FISCAL IMPACT**

None known.

**MOTION**

None needed at this time

**SUGGESTED REVISIONS TO ORDINANCE 445 - RESPECTING WINERIES - 05-27-08**

EXISTING ORD 445

REVISED : ORD 445

Existing Definition of winery: 11.04.020	Allowed (A) Cond. Permit (CP)	Additional Requirements	New Definitions of winery: 11.04.020	Allowed (A) Cond. Permit (CP)	Additional Requirements
Wineries/breweries means facilities where fruit or other products are processed into wine or spirits and related storage, bottling, shipping, sampling, tasting and sale of each.	Allowable use with up to 3 guest rooms	Winery/brewery must be on a parcel with eighty (80) percent of the acreage planted with a producing commercial vineyard; commercial hop operation or a grain crop and no more than fifteen (15) percent of the total floor area of the collective winery/brewery buildings, excluding any barrel storage rooms, may be used for kitchen and food hospitality.	1) "Basic Winery" is a building or cluster of buildings used for the making of wine(s) and where are located the processing areas and customary equipment to at a minimum, crush, press, ferment and rack the wine; and may also include areas for filtering, aging, bottling and storage of finished product, and retail, wholesale, and producer sales of wine including sales and a tasting room.	A	A minimum of 60 percent of the parcel is planted and maintained in vineyard Guest rooms must be located on a floor above basic uses All uses incidental to the basic uses, including required parking shall be confined within an area not exceeding one (1) acre
			(2) "Winery with Agri-Tourism Operation" is a basic winery with processing capacity sufficient at least to process the volume of fruit grown on the parcel, and may also include incidental to the basic uses: a maximum of 600 square feet of space for visitor food preparation and eating; up to three (3) guest rooms for overnight lodging; and an interior space of up to 1500 square feet for special events, seminars or other small social gatherings	CP	A minimum of 60 percent of the parcel is planted and maintained in vineyard, or 10 acres is planted and maintained in vineyard for each guest room over three (3) Guest rooms shall be located on a floor above basic uses All uses incidental to the basic uses, including required parking shall be confined within an area not exceeding one (1) acre
			(3) "Destination Winery with Agri-Tourism Operation" is a basic winery with processing capacity sufficient at least to process the volume of fruit grown on the parcel or on the site whichever is larger, and may also include the following uses incidental to the basic uses: tasting rooms; an area for visitor food preparation and eating not to exceed 800 square feet of interior space; up to 20 guest rooms for overnight lodging; and an interior space not exceeding 3000 square feet for special events, seminars or other small social gatherings	CP	A minimum of 60 percent of the parcel is planted and maintained in vineyard, or 10 acres is planted and maintained in vineyard for each guest room over three (3) Guest rooms shall be located on a floor above basic uses All uses incidental to the basic uses, including required parking shall be confined within an area not exceeding one (1) acre

**9:35 am**

## Indoor Air Quality Update

M Wenner

no submittal to be provided for board as this is an update status report

10:05

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: May 27, 2008	Execute Contract	Consent Agenda
Subject: Relocation	Pass Resolution <u>X</u>	Public Hearing
Expense Policy	Pass Ordinance	1st Discussion X
Prepared by: <u>Melina Wenner</u>	Pass Motion	2nd Discussion
	Other	Other

**BACKGROUND INFORMATION**

On February 4, 2008, the Board directed the Personnel/Risk Manager to draft a Relocation Expense Policy. The Personnel/Risk Manager drafted a policy and sent it out to all Elected Officials and Department Managers for their review and comments. The Personnel/Risk Manager received positive responses regarding the policy and has now prepared the Relocation Expense Policy and an Employment Relocation Agreement for the Board's adoption.

**SUMMARY**

Same as above

**RECOMMENDATION**

Pass resolution.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVAL OF THE BENTON COUNTY RELOCATION EXPENSE POLICY**

**WHEREAS**, Benton County has an obligation to ensure it has adequate, qualified staff to meet its public mission; and

**WHEREAS**, Benton County at times has had limited success in filling some of its highly technical positions from applicants living within reasonable commuting distance of the County; and

**WHEREAS**, the Benton County Board of Commissioners authorized the Benton County Personnel/Risk Manager to draft a Relocation Expense Policy; and

**WHEREAS**, the attached Benton County Relocation Policy was drafted and distributed to all Elected Officials and Department Managers for their review; and

**WHEREAS**, the County Elected Officials have signed and approved the Benton County Relocation Policy and; **NOW THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves the attached Benton County Relocation Policy and Employment Relocation Agreement form.

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

## BENTON COUNTY RELOCATION EXPENSE POLICY

This policy pertains to the reimbursement of new employee relocation expenses. This policy applies only to eligible exempt, non-bargaining employees. It is understood that this Relocation Expense Policy may be monitored, modified, extended, and/or rescinded at the Benton County Commissioners' discretion without prior to notification.

### I. Eligibility

To be eligible for reimbursement under this Policy, all four of the following criteria must be met:

1. The employee must be a new full-time, exempt, regular non-bargaining employee who relocates his/her household as a direct result of accepting a job with Benton County;
2. As a direct result of accepting a job with Benton County, the new employee is required to increase his/her commute from previous residence to new place of work by at least 200 miles over his/her previous workplace, except in cases where the County Commissioners specifically makes a written exception to this rule;
3. The Benton County Commissioners specifically authorize reimbursement of the employee's relocation expenses, in writing, at or before the time employment is offered; and
4. The employee is offered employment on or after February 1, 2008.

### II. Board of County Commissioners Authorizes Reimbursement of Relocation Expenses

The Benton County Commissioners may, at their discretion, authorize reimbursement by the County to the new employee for certain costs directly related to relocation of the employee's household, up to a maximum of \$5,000.00. If the Commissioners choose to authorize reimbursement, the Commissioners will provide to the Elected Official and Department Manager authorization for a fixed "not to exceed" dollar amount, that the Elected Official or Department Director shall put in writing to the individual at the time employment is offered. The hiring office must provide the funding for the reimbursement of relocation expenses within their approved budget.

### III. Employee Signs Employment Relocation Agreement

Prior to receiving any relocation reimbursement under this Policy, the employee must execute an Employment Relocation Agreement with Benton County. In addition to defining the maximum allowable reimbursement amount, the Agreement will specify all of the following:

- The employee must remain employed on a regular, full-time basis with Benton County for at least two years commencing on the date that the employee starts work for Benton County. Unpaid time will not count toward this two-year requirement;
- If the employee resigns or is terminated from employment with Benton County prior to completing two years of service, he/she will repay Benton County the relocation reimbursement amount received within 30 days following the last day of employment with Benton County;
- If the employee resigns or is terminated from employment with Benton County prior to completing two years of service, the employee authorizes Benton County, at its option, to deduct up to the full amount of relocation reimbursement from any wages or other amounts owed to the employee upon his/her separation from Benton County; and
- Repayment may be waived by the County Commissioners, in their discretion, if employment is terminated for reasons beyond the employee's control.

### IV. Benton County Reports Relocation Reimbursements to Internal Revenue Service

Benton County will report qualifying relocation reimbursements in the employee's taxable income to the Internal Revenue Service annually. Benton County must withhold income tax, social security tax, and medicare tax from the employee's pay at the time of reimbursement. All applicable taxes are the sole responsibility of the employee.

#### **V. Benton County Provides Reimbursement for Qualifying Relocation Expenses Only**

Prior to reimbursement under this Policy, the employee will be required to provide receipts for all qualifying relocation expenses to the Elected Official or Department Manager within the first six months following the employee's first day of employment with Benton County. Only those relocation expenses specifically listed in this section are eligible for reimbursement.

Benton County will reimburse the employee for travel-related relocation costs from the new employee's previous residence to his/her new residence. Qualifying travel-related relocation expenses are limited to:

- Employee's fare at an "economy" or "coach" rate, for air or other passenger conveyance, via the most direct route, or
- The cost to drive one automobile, via the most direct route. Note: Mileage reimbursement is calculated at the current IRS rate. For each five hundred miles in distance traveled, the employee will receive reimbursement for lodging, not to exceed \$80.00.

Other qualifying relocation expenses are limited to:

- The cost of moving household goods and personal items; and
- The cost of moving insurance for property moved.

#### **VI. This Policy Does Not Alter the "At-Will" Employment Relationship**

Employment with Benton County is "at-will," which means that either Benton County or the employee can terminate the employment relationship at any time, with or without notice. This Policy does not constitute an employment contract for a particular term or otherwise affect the employee's at-will employment status.

## BENTON COUNTY EMPLOYMENT RELOCATION AGREEMENT

Based on the information you have provided, Benton County has identified you as being eligible for reimbursement of your relocation expenses under the Benton County Relocation Expense Policy, Resolution No. \_\_\_\_\_ ("Policy"), which is attached hereto and incorporated herein by reference. The Benton County Commissioners have authorized reimbursement to you in accordance with that Policy, up to a maximum of \$5,000.00, provided that you agree and enter into this Employment Relocation Agreement (Agreement).

I, \_\_\_\_\_, understand and agree to all the following terms and conditions:

1. I certify that I meet the eligibility requirements in the Policy.
2. I must remain employed on a regular, full-time basis with Benton County for at least two years commencing on the date I start work for Benton County. Unpaid time will not count toward this two-year requirement.
3. If (1) my employment status changes from regular/full-time or (2) I resign or am terminated from employment with Benton County prior to completing two years of service, I will repay Benton County the relocation reimbursement amount I received, as follows:
  - a. I authorize Benton County, at its option, to deduct up to the full amount of relocation reimbursement from any wages or other amounts owed to me.
  - b. I will repay Benton County any remaining relocation reimbursement amount within 30 days following my change of status or, if a resignation/termination, within 30 days following my last day of employment with Benton County.
  - c. Benton County, at its option, may make other repayment arrangements with me. Any such other arrangements must be made in advance, in writing, and signed by the Benton County Commissioners.
4. Repayment may be waived by the County Commissioners, in their discretion, if employment is terminated for reasons beyond my control.
5. All applicable taxes in connection with the relocation reimbursement are my sole responsibility.
6. To obtain reimbursement under the Policy, I must provide receipts for all qualifying relocation expenses to Elected Official or Department Manager within the first six months following my first day of employment with Benton County. Only those relocation expenses specifically listed in the Policy are eligible for reimbursement.
7. Employment with Benton County is "at-will," which means that either Benton County or I can terminate the employment relationship at any time, with or without notice. Neither the Policy nor this Agreement constitutes an employment contract for a particular term or otherwise affects my at-will employment status.

I have read, accept, and agree to the terms and conditions set forth in this Employment Relocation Agreement and in the attached Benton County Relocation Expense Policy.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Attachment: Benton County Relocation Expense Policy, Resolution No. \_\_\_\_\_

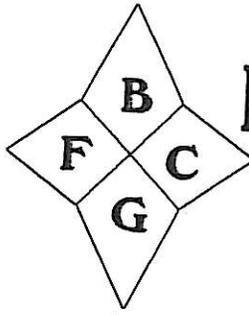
10:20

**From:** Marilyn Flores  
**To:** atackett@bfcog.us  
**Subject:** BF Council of Governments - Regional Revolving Loan Fund Update

Mr. Tackett:

Just wanted to send you a written reminder of you agreeing to come before the Board of Commissioners per Commissioner Oliver's request to update the Board on the Regional Revolving Loan Fund. You are scheduled for that update at 10:20 am on Tuesday, May 27, 2008. This board meeting is scheduled at the Prosser Courthouse, Commissioners' Conference Room, 3rd floor.

**CC:** ClaudeOliver@aol.com; Oliver, Claude; SmithKely, Loretta; Sparks, David



# Benton-Franklin Council Of Governments

1622 Terminal Drive  
P.O. Box 217  
Richland, WA 99352

Phone : (509) 943-9185  
Fax: (509) 943-6756  
Website: [www.benton-franklin.cog.wa.us](http://www.benton-franklin.cog.wa.us)

Agenda Item: 11A

May 8, 2008

TO: Benton-Franklin Council of Governments Board  
Julie Jones, President

FROM: Art Tackett, Mgr. Community & Economic Development

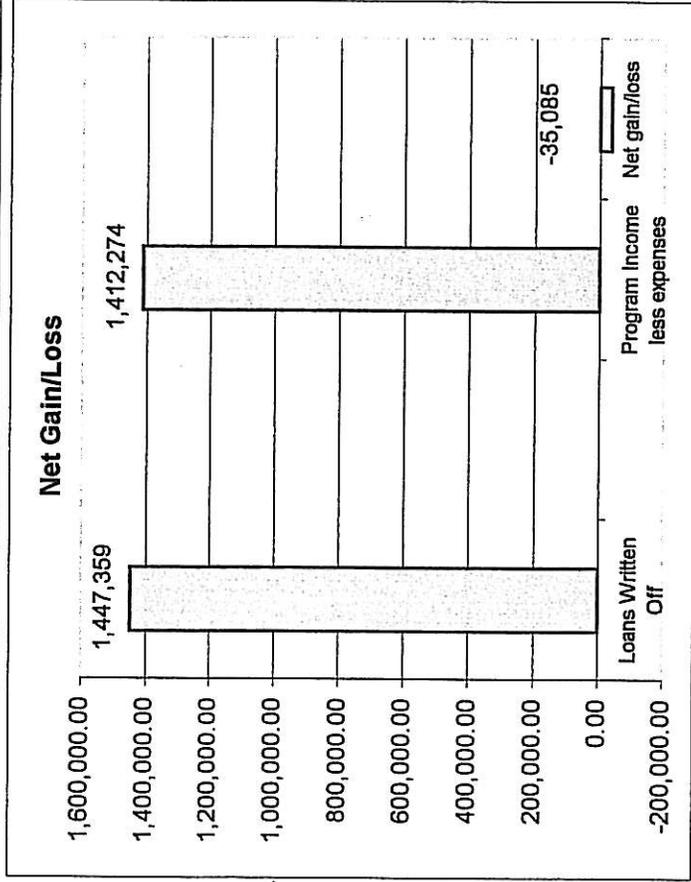
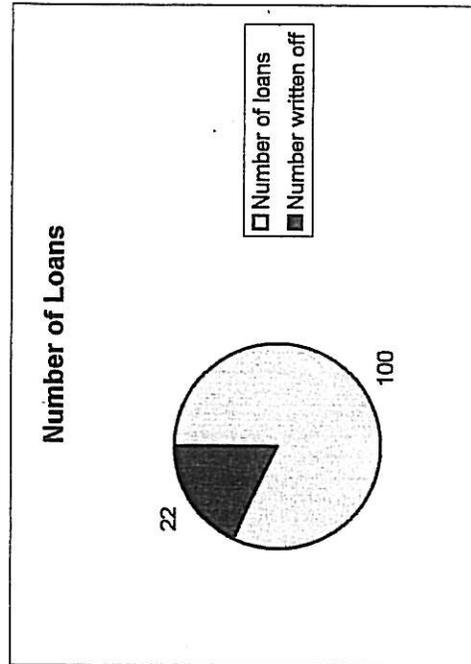
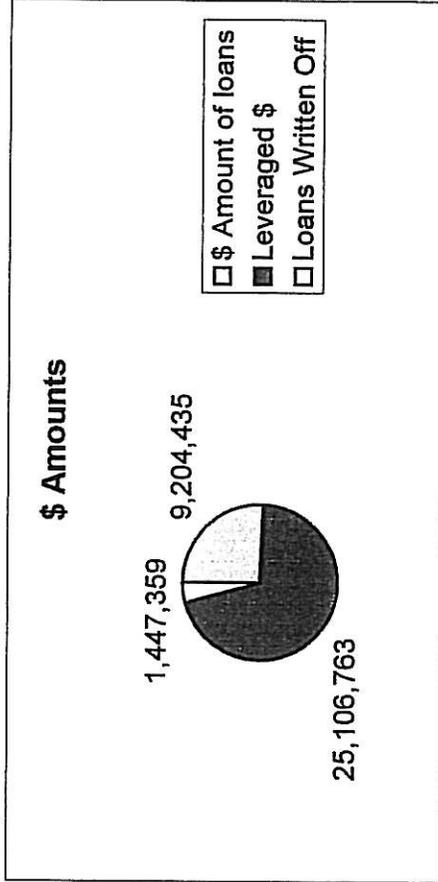
SUBJECT: RRLF Recap

The attached memo and chart were included in the Board handout at the April Board meeting. For those of you who were not at the meeting and therefore did not receive a copy one is enclosed. I think you will find it of interest.

MRS023-08-AT-W

**BFCG, LDD**  
**REGIONAL REVOLVING LOAN FUND**  
**STATISTICS**  
**1986-2008**

Number of loans	100
Number written off	22
\$ Amount of loans	9,204,435.37
Leveraged \$	25,106,763.00
Loans Written Off	1,447,359.12
Program Income less expenses	1,412,274.00
Net gain/loss	-35,085.12
Total Jobs Created/Saved	731
Average Cost per Job	12,591.57



MAY 22 2008

BENTON COUNTY  
COMMISSIONERS

10:35

**From:** Claude Oliver  
**To:** Yule, Dennis  
**Date:** 5/22/2008 2:36:52 PM  
**Subject:** Fwd: RE: Interpreter Grant/Contracts

Judge Yule: Thank you for your clarification as to how our State Courts advanced Interpreter Grant Contracts to \$50 per hour. When I raised this issue with Jennifer Bowe, I thought it would be rather easy for someone in Olympia to send us a copy of a legislative authority directive or State Court rule.

Jennifer Bowe did give a very good background brief. However, the basis for authority of the rate set by State Courts at \$50 an hour was the missing link.

Based upon your State Interpreter Commission work with compensation finding of "at least \$50 per hour" not "up to \$50 per hour", I will vote for State Court Interpreter Contract amendment in Prosser on Tuesday.

My Very Best, Claude

Claude Oliver  
Benton County Commissioner  
District 3  
P.O. Box 190  
Prosser, WA 99350  
Phone: (509) 736-3080 or (509) 786-5600  
Fax: (509) 786-5625

>>> Dennis Yule 5/22/2008 1:01 PM >>>

Hi Commissioner Oliver,

Sharon's email accurately describes the history of the state grant funding for interpreter cost reimbursements and I hope will allay any concerns that the requirement of a \$50.00 per hour rate to qualify for state reimbursement represents a change by the AOC.

I have been a member of the Washington State Interpreter Commission for several years. At a two-day meeting last fall, the Commission devoted considerable time and discussion to formulating recommendations to the AOC court interpreter program for its proposal to the legislature for state funding assistance with the cost of court certified interpreters. The Commission recommended unanimously that state reimbursement of court interpreter costs be conditioned upon the interpreters being compensated at a rate of at least \$50.00 per hour. AOC adopted that recommendation in its interpreter funding proposal submitted to the legislature and the legislature appropriated funds premised upon that condition. I and the other members of the Commission also consulted with and advised the AOC interpreter program staff as the process and conditions for applications from courts for the limited state funds were developed. It has always been my understanding that courts would be required to pay interpreters at least \$50.00 per hour to qualify for reimbursement.

As Sharon notes, Pat Austin expended considerable effort and time in coordinating the joint development by all the courts in Benton and Franklin Counties of a Language Assistance Plan necessary to qualify for the grant of state reimbursement funds. Those joint efforts resulted in our counties being awarded, in a competitive application process, state reimbursement funds that will significantly reduce our local share of court interpreter costs. If I can provide any additional information, please let me know.

Dennis

>>> Sharon Paradis 5/22/2008 11:11 AM >>>

Hi Commissioner:

Per our discussion yesterday I want to provide you with accurate information regarding the interpreter contracts in question. As I indicated to you during our discussion, the \$50.00 per hour rate was not based on some arbitrary decision by an Olympia bureaucrat. Rather, the State Interpreter Commission, which has statewide representation, fully evaluated the status of interpreter services statewide and made the \$50.00/hour recommendation to AOC and, ultimately, to the Legislature based on this statewide analysis. Judge Yule is a member of the Interpreter Commission and can confirm the evaluative work that the Commission conducted prior to making this recommendation. This proposal was accepted by the

Legislature as the basis for the budget proviso in the supplemental budget (section 112). The proposal on which the legislature based its budget proviso, which was attached to Sarah Perry's 5/20 e-mail to you, states as follows.

"A cost-sharing program will be established to provide certified and registered interpreter services for LEP persons in all courts in the state. When courts use Washington certified or registered interpreters at the market rate (\$50), with standard minimums and travel costs, AOC will reimburse the court 50% of the hourly rate and travel costs."

This recommendation to the Legislature to establish a \$50.00/hr standard rate was based on the difficulty that courts face in meeting the need for certified interpreters.

Because the allocation in the supplemental budget was not sufficient to meet the needs of all courts statewide, judicial districts were given the opportunity to apply competitively for these funds in conjunction with the submission of a language assistance plan specific to the district and individual courts within that district. Benton and Franklin Counties Superior Court and Juvenile Court along with Benton County District Court, Franklin County District Court and Municipal Courts for Pasco and Connell applied as a unit. Pat Austin orchestrated the joint application process. We were one of several jurisdictions within the state to be awarded these funds.

Though there were obviously some communication glitches that resulted in the current dilemma and the contract lacks clarity about the \$50.00 rate, the \$50.00/hr expectation is consistent with the legislative proposal, was the basis for the budget proviso, and has not changed since.

If we do not increase the rate for local interpreters for Juvenile Court, the two District Courts and Pasco Municipal Court (Superior Court and Connell Municipal Court already pay at that rate) the Counties will forgo reimbursement of interpreter costs from the State. The reimbursement for Juvenile Court alone is \$35,915 through June 2009. The total reimbursement is approximately \$200,000 for all the participating courts. It is also likely that, should the legislature continue to authorize funds to only a portion of the counties to offset interpreter costs in the future, we will not be in the running to receive those dollars in the future if we choose not to participate now. Undoubtedly, other Counties will be given the opportunity first.

On the other hand, if the legislature continues to authorize these funds and the Board approves the proposed contract amendments, we will be in a position to receive maintenance funding in the next biennium without having to apply again competitively.

If, as you are concerned, the legislature eliminates these interpreter reimbursement funds from the next biennial budget, and the courts are unable to find interpreters who are willing to contract at less than the \$50.00 rate, the funds that the Counties receive in reimbursed interpreter costs through June 2009 would cover the rate increase from \$40.00 to \$50.00 per hour for an additional 12-18 months. As per Sarah's last e-mail, we have attempted to mitigate the impact to the Counties by including a contract provision that reduces the rate to it's original amount should state funds terminate.

Thanks for taking the time to consider this information. I am happy to give you a call if you would like to talk further about any of these issues.  
sp

>>> Claude Oliver 5/21/2008 2:56 PM >>>

Sarah: Good afternoon Sarah. Thank you for obtaining background information on Interpreter Grant/Contracts hourly pay rates.

Based upon the fact that the State Courts have changed pay rules in their own Grant Program Contracts after County administrators started the grant program, I will vote "no" on Tuesday.

I remain concerned once the State walks away from program grant funding, Benton and Franklin County are stuck with higher hourly pay rates whether justified or not. Had the State Contract said rates to be paid are \$50 per hour at the beginning, we all could have been on the same page.

I am open to see what Washington State Courts do next year which will be presented to Benton and Franklin County Commissioners at budget time.

Claude

Claude Oliver  
Benton County Commissioner  
District 3  
P.O. Box 190  
Prosser, WA 99350  
Phone: (509) 736-3080 or (509) 786-5600  
Fax: (509) 786-5625

Sharon A. Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
e-mail: [sharon.paradis@co.benton.wa.us](mailto:sharon.paradis@co.benton.wa.us)  
(509)736-2724  
FAX (509)222-2311

**CONFIDENTIALITY STATEMENT**

This message contains information that may be confidential per RCW 13.50.050 or 42CFR, Part 2. If this message was sent to you in error, any use, disclosure or distribution of its content is prohibited. If you receive this message in error, please contact me at the e-mail address listed above and delete this message without printing, copying or forwarding it. Thank you.

Dennis D. Yule  
Judge  
Benton/Franklin Superior Court

**CONFIDENTIALITY STATEMENT** - this message contains information that may be confidential per RCW 13.50.050 or 42 CFR, part 2. If this message was sent to you in error, any use, or disclosure or distribution of its contents is prohibited. If you receive this message in error, please contact me at the e-mail address listed above and delete this message without printing, copying, or forwarding it. Thank you.

>>> Sarah Perry 5/21/2008 11:21 AM >>>

Good morning Commissioner. The legislature approved the requested funding (based on the \$50 rate) for the Administrative Office of the Courts (AOC) interpreter program. Under RCW 2.56.030, the legislature gave the AOC the authority to administer programs and standards for judicial personnel and to administer these state funds for improving the operation of the courts.

Sarah

Sarah H. Perry  
Senior Deputy Prosecuting Attorney  
Benton County Prosecuting Attorney's Office  
Phone: 509.735.3591  
Fax: 509.222.3705

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>>> Claude Oliver 5/20/2008 5:20 PM >>>

Sarah: Yes, \$50 Dollars per hour is stated in the Court Contract. Is this hourly rate to be set by rule of the Courts Administrator (what authority is the Court Administrator using to set this rate in contract) or legislative proviso? I do not see the legislative authority that has made determination the rate shall be at \$50 per hour.

Please provide RCW, WAC, legislative record or Administrative Court Rule that creates provision to allow setting the rate at \$50 per hour by Washington State Courts prior to our Tuesday Board of Commissioner discussion on this matter.

Thank You, Claude

Claude Oliver  
Benton County Commissioner  
District 3  
P.O. Box 190  
Prosser, WA 99350  
Phone: (509) 736-3080 or (509) 786-5600  
Fax: (509) 786-5625

>>> Sarah Perry 5/20/2008 3:52 PM >>>

Commissioner Oliver, attached is the information you requested concerning the required \$50/hour rate for the contract interpreters. If you have any questions or if you would like additional information, please do not hesitate to give me a call.

Thanks,  
Sarah

Sarah H. Perry  
Senior Deputy Prosecuting Attorney  
Benton County Prosecuting Attorney's Office  
Phone: 509.735.3591  
Fax: 509.222.3705

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CC: Austin, Pat; Bowe, Jennifer; Flores, Marilu; Paradis, Sharon; Perry, Sarah;  
SmithKelty, Loretta; Sparks, David

RECEIVED

**From:** Sarah Perry  
**To:** Claude Oliver  
**Date:** 5/21/2008 3:41:22 PM  
**Subject:** Fwd: RE: Interpreter Grant/Contracts

MAY 21 2008  
BENTON COUNTY  
COMMISSIONERS

Thanks for your email. It sounds like your concern is that if we go up to the \$50/hour rate and the State withdraws funding, that we are then paying the interpreters more than what we otherwise would have paid them. We have addressed that issue in the proposed interpreter contract amendments, where we state that if the State funding is withdrawn or reduced in any way, the hourly rate will be \$40/hour.

Please let me know if there is any additional information I can provide.

Thanks,  
Sarah

>>> Claude Oliver 5/21/2008 2:56 PM >>>

Sarah: Good afternoon Sarah. Thank you for obtaining background information on Interpreter Grant/Contracts hourly pay rates.

Based upon the fact that the State Courts have changed pay rules in their own Grant Program Contracts after County administrators started the grant program, I will vote "no" on Tuesday.

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Sarah

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Please provide RCW, WAC, legislative record or Administrative Court Rule that creates provision to allow setting the rate at \$50 per hour by Washington State Courts prior to our Tuesday Board of Commissioner discussion on this matter.

Thank You, Claude

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Prosser, WA 99350  
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Thanks,  
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**CC:** David Sparks; Jennifer Bowe; Loretta SmithKelty; Marilu Flores; Sharon Paradis

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 05-27-08 F/C 06-02-08	Executive Contract XX	PUBLIC HEARING
SUBJECT: Gloria E. Larson - Court Certified Interpreter Contract Amendment	Pass Ordinance XX	1 <sup>st</sup> DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Motion	2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

**BACKGROUND INFORMATION**

The State of Washington Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. Gloria E. Larson is a court certified Spanish and Russian Interpreter for Medical, Social and Court matters in the State of Washington and State of Oregon. Mrs. Larson has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on a regular basis for a number of years.

**SUMMARY**

Effective June 1, 2008, the rate of compensation will increase to \$50.00 per hour, subject to continued funding for interpreters by AOC. If that funding is withdrawn, reduced, or eliminated in any way, the hourly rate will revert back to the original rate as stated in the current contract.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Gloria E. Larson.

**FISCAL IMPACT**

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2008 Budget.

**MOTION**

I move that the Board of Commissioners sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Gloria E. Larson.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND GLORIA E. LARSON, THUS AMENDING BENTON COUNTY RESOLUTION 07 776 AND FRANKLIN COUNTY RESOLUTION 2007 578, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended contract between the Juvenile Court and Gloria E. Larson, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 776 and Franklin County Resolution 2007 578, NOW, THEREFORE,

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

DATED this 27<sup>th</sup> day of May 2008  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2<sup>nd</sup> day of June 2008  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Gloria E. Larson, with her principal office at 3807 South Buntin Loop, Kennewick, Washington, 99337 ("Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract numbered as Benton County Resolution No. 07 776 and executed on October 29, 2007, and Franklin County Resolution No. 2007 578 and executed on October 24, 2007 ("Contract"), the parties agree as follows:

1. The parties agree to amend Section 4.A. of the Contract to read as follows:

*At the rate of \$40.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings or for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center or other community-based locations as scheduled by Benton-Franklin Counties Juvenile Justice Center staff.*

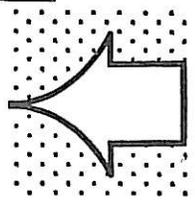
*Effective May 1, 2008, the rate will increase to \$50.00 per hour, subject to continued funding for interpreters by the Administrative Office of the Courts. If that funding is withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour.*

2. The parties agree that if funding for interpreters provided to the Counties by the Administrative Office of the Courts is withdrawn, reduced, or limited in any way, the Counties may summarily terminate this Contract Amendment notwithstanding any other termination provision in the Contract.

3. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and any subsequent written contract amendments thereto remain in full force and effect.

The parties have caused this Contract Amendment to be signed as follows:

<b>Contractor</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
<i>Gloria E. Larson</i> 5/12/08 <b>Gloria E. Larson</b> Date	<i>Sharon A. Paradis</i> 5/12/08 <b>Sharon A. Paradis</b> Date
<b>BENTON COUNTY APPROVAL</b> Approved as to Form:  <i>Sarah Perry</i> 5/19/08 Sarah Perry, Deputy Prosecuting Attorney Date	<b>FRANKLIN COUNTY APPROVAL</b> Approved as to Form:  <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Claude Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____



<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <b>xx</b>
<b>MEETING DATE:</b> B/C 05-27-08 F/C 06-02-08	Executive Contract <b>XX</b>	PUBLIC HEARING
<b>SUBJECT:</b> Mark Rudeen - Court Certified Interpreter Contract Amendment	Pass Ordinance <b>XX</b>	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Kathryn M. Phillips	Pass Motion	2 <sup>nd</sup> DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Other	OTHER

**BACKGROUND INFORMATION**

The State of Washington Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. Mark Rudeen is a court certified Spanish and Russian Interpreter for Medical, Social and Court matters in the State of Washington and State of Oregon. Mr. Rudeen has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on a regular basis for a number of years.

**SUMMARY**

Effective June 1, 2008, the rate of compensation will increase to \$50.00 per hour, subject to continued funding for interpreters by AOC. If that funding is withdrawn, reduced, or eliminated in any way, the hourly rate will revert back to the original rate as stated in the current contract.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Mark Rudeen.

**FISCAL IMPACT**

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2008 Budget.

**MOTION**

I move that the Board of Commissioners sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Mark Rudeen.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND MARK RUDEEN, THUS AMENDING BENTON COUNTY RESOLUTION 07 777 AND FRANKLIN COUNTY RESOLUTION 2007 579, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended contract between the Juvenile Court and Mark Rudeen, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 777 and Franklin County Resolution 2007 579, NOW, THEREFORE,

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

DATED this 27<sup>th</sup> day of May 2008  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 2<sup>nd</sup> day of June 2008  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Mark A. Rudeen, with his principal office at 250 Gage BLVD # 2095, Richland, Washington, 99352 ("Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract numbered as Benton County Resolution No. 07 777 and executed on October 29, 2007, and Franklin County Resolution No. 2007 579 and executed on October 24, 2007 ("Contract"), the parties agree as follows:

1. The parties agree to amend Section 4.A. of the Contract to read as follows:

*At the rate of \$40.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings or for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center or other community-based locations as scheduled by Benton-Franklin Counties Juvenile Justice Center staff.*

*Effective May 1, 2008, the rate will increase to \$50.00 per hour, subject to continued funding for interpreters by the Administrative Office of the Courts. If that funding is withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour.*

2. The parties agree that if funding for interpreters provided to the Counties by the Administrative Office of the Courts is withdrawn, reduced, or limited in any way, the Counties may summarily terminate this Contract Amendment notwithstanding any other termination provision in the Contract.



10:45

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: May 27, 2008	Execute Contract	Consent Agenda
Subject: Work Comp	Pass Resolution X	Public Hearing
Revolving Fund	Pass Ordinance	1st Discussion X
Prepared by: <u>Melina Wenner</u>	Pass Motion	2nd Discussion
	Other	Other

**BACKGROUND INFORMATION**

The Benton County Risk Manager requests that the Benton County Time Loss Revolving Fund be increased from \$30,000 to \$50,000 and to allow CCSI, Inc. to issue workers' compensation checks for medical and indemnity payments in accordance with Washington State Laws and Regulations and approval by the Risk Manager.

The Time Loss Revolving Fund as been at \$30,000 for a number of years and due to rising health care costs the amount should be increased to \$50,000 in order to make time workers' compensation payments.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Pass resolution.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: INCREASE OF THE BENTON COUNTY WORKERS' COMPENSATION TIME LOSS REVOLVING FUND FROM \$30,000 TO \$50,000. THIS RESCINDS AND SUPERSEDES ALL PAST RESOLUTIONS REGARDING THIS FUND**

**WHEREAS**, Benton County is a self-insured employer regarding workers' compensation per RCW 51.14.030; and

**WHEREAS**, timely and accurate indemnity and medical payments to providers must be made in accordance with Washington State Law and Regulations in order to not negatively affect the status of the self-insured privilege; and

**WHEREAS**, CCSI, Inc. can provide a payment program to Benton County for payment for medical and death benefits, adjusted to the maximum fee schedule, and temporary or permanent disability compensation; **THEREFORE**,

**BE IT RESOLVED** that the Benton County Commissioners approve an increase to the Benton County Time Loss Revolving fund from \$30,000 to \$50,000; and

**BE IT FURTHER RESOLVED** that the Benton County Commissioners allow CCSI, Inc. to issue all workers' compensation checks for medical and indemnity payments in accordance with Washington State Laws and Regulations and approval by the Benton County Risk Manager; and

**BE IT FURTHER RESOLVED** that CCSI, Inc. will provide the Benton County Risk Manager with a weekly check register to assist in the management, control, and reconciliation of the Workers' Compensation Time Loss Revolving Fund.

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

**10:50**

**Executive Session**

**Potential Litigation**

**Hsu**

11:00

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

**IN THE MATTER OF APPROVING CHANGE ORDER NUMBER TWO (2) FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HORSE HEAVEN VISTA PARK RENOVATION**

**WHEREAS**, the Board of Benton County Commissioners approved the Architectural and Engineering Services for the Horse Heaven Vista Park Renovations for an amount not to exceed \$20,000, plus any reimbursable expenses per Resolution 07-176 dated March 19, 2007; and

**WHEREAS**, Change Order Number One (1) in the amount of \$7,150 was for an engineering service to prepare the necessary site work plans and project specifications for this project per Resolution 07-177 dated March 19, 2008; and

**WHEREAS**, Change Order Number Two (2) for the amount of \$23,000 is for the site lighting plan and restrooms as further described under the scope of work on Change Order Number Two attached hereto, **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby approves Change Order Number Two (2) in the amount of \$23,000 for the site lighting plan and restrooms, increasing the contract amount not to exceed to \$50,150.00 including WSST, plus any reimbursable expenses.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Attest: \_\_\_\_\_  
Clerk of the board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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



# Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Benton County Horse Heaven Vista Prosser, WA	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> May 27, 2008	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b>	<b>ARCHITECT'S PROJECT NUMBER:</b> #06616 <b>CONTRACT DATE:</b> June 6, 2006 <b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

#### -- SITE LIGHTING PLAN AND RESTROOMS --

#### SCOPE OF WORK:

JUB will provide additional engineering to prepare a Site Lighting Plan for HHV. It is assumed the site will have approximately (4) light standards. Additional lighting will be provided for the existing structures on-site. Site Lighting Plan is to include two lights in accordance with WSDOT at the entrance off of SR 221. Additional outdoor receptacles will also be shown on the plan as located by the Owner. It is assumed that a primary power source will be designed and supplied to the site by BREA. A secondary power will be designed from the primary power source to a location on-site. It is also our understanding that the power source supplied to the site by BREA will be single phase. Specifications for the site lighting/electrical will be provided in the contract documents. In addition to meetings already held, JUB will hold design coordination meetings to complete this work.

JUB will provide construction administration/observation for the project. We estimate construction of the complete project will take approximately 10 weeks. We assume a total of 4 site visits for the 10 week construction period assuming a 4 hours (12 hours total) per visit. Also assume an average of 4 hours (40 hours total) of administration per week to review pay applications, RFI, submittals. JUB will also assist the Owner in the bid and award process. JUB will provide the Owner the necessary contract documents, review submitted bids and recommend award. Upon project completion, JUB and CWH will prepare punch list items and assist Owner in closeout of project.

It is assumed CWH Architects will arrange for and will provide all the necessary copies of plans and project specifications to the interested bidders. CWH will pay for all public notifications and advertisements.

For the above design items, we will need approximately 4-6 weeks for design. Upon design completion, JUB will submit plans to the applicable review agencies for review and plan approval.

The above scope of work excludes any restroom building, septic design and well/pump design. The site will be a dry site based upon the last meeting.

#### FEE:

The lump sum fee for this additional work is \$20,800.00.

#### RESTROOMS:

A precast restroom with a dry vault could be specified on the plans and added to the project specifications. Electrical power will be provided for the restroom. It is assumed that no structural calculations and/or building design is required. Footings/foundation to be design build. The restroom to be specified is an off the shelf item. An additional fee for this added to the scope would be an additional \$2200.00.

The original Contract Sum was	\$	20,000.00
The net change by previously authorized Change Orders	\$	7,150.00
The Contract Sum prior to this Change Order was	\$	27,150.00
The Contract Sum will be increased by this Change Order in the amount of	\$	23,000.00
The new Contract Sum including this Change Order will be	\$	50,150.00

The Contract Time will be increased by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Benton County Horse Heaven Vista Prosser, WA	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> May 27, 2008	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> #06616 <b>CONTRACT DATE:</b> June 6, 2006 <b>CONTRACT FOR:</b> General Construction	<b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

-- SITE LIGHTING PLAN AND RESTROOMS --

**SCOPE OF WORK:**

JUB will provide additional engineering to prepare a Site Lighting Plan for HHV. It is assumed the site will have approximately (4) light standards. Additional lighting will be provided for the existing structures on-site. Site Lighting Plan is to include two lights in accordance with WSDOT at the entrance off of SR 221. Additional outdoor receptacles will also be shown on the plan as located by the Owner. It is assumed that a primary power source will be designed and supplied to the site by BREA. A secondary power will be designed from the primary power source to a location on-site. It is also our understanding that the power source supplied to the site by BREA will be single phase. Specifications for the site lighting/electrical will be provided in the contract documents. In addition to meetings already held, JUB will hold design coordination meetings to complete this work.

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**FEE:**

The lump sum fee for this additional work is \$20,800.00.

**RESTROOMS:**

A precast restroom with a dry vault could be specified on the plans and added to the project specifications. Electrical power will be provided for the restroom. It is assumed that no structural calculations and/or building design is required. Footings/foundation to be design build. The restroom to be specified is an off the shelf item. An additional fee for this added to the scope would be an additional \$2200.00.

The original Contract Sum was	\$ 20,000.00
The net change by previously authorized Change Orders	\$ 7,150.00
The Contract Sum prior to this Change Order was	\$ 27,150.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,000.00
The new Contract Sum including this Change Order will be	\$ 50,150.00

The Contract Time will be increased by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is



11:10

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: May 27, 2008 Subject: Purchase movable shelving Prepared By: Keith Mercer Reviewed By: Al Thompson, L. Smith Kelty	Execute Contract   xxx Pass Resolution   xxx Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

Storage space is rapidly decreasing for the Jail Records Department. When the new jail facility opened on April 1, 2005, the inmate jacket number was 50142. On April 1, 2008, the newest number was 66808. Approximately 5,555 new jackets are made each year, which takes up 10 shelves. Right now, there is one shelf left. The need for these movable shelving for storage is urgent.

**FISCAL IMPACT**

\$22,411.02 including WSST and setup to be paid out of Jail Depreciation.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING MOVABLE SHELVING FOR THE PROPERTY ROOM LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WASHINGTON

**WHEREAS**, per resolution 08-131 and 08-132 authorizes contracts for 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**, GSA contract GS-28F-1004C allows Benton County to receive a governmental discount from Kardex Systems Inc; and

**WHEREAS**, Benton County referred to the vendors list and found that Kardex Systems Inc. was the only vendor on the vendor list that carried such products; and

**WHEREAS**, Benton County has purchased similar movable shelving from Kardex Systems Inc. for the jail; and

**WHEREAS**, Benton County solicited Kardex Systems Inc. for a quote to purchase "Kompakt" movable shelving for the property room located in the jail; and

**WHEREAS**, the price quote is \$22,411.02 including WSST and setup by Brutzman's Office Solutions which is paid by Kardex Systems Inc; and

**WHEREAS**, the Benton County Jail Manager has reviewed the quote for completeness and recommends purchasing the "Kompakt" movable shelving from Kardex Systems Inc, Marietta, OH;  
**NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that the Sheriff's Office proceed with the purchase of the "Kompakt" movable shelving in the amount of \$22,411.02 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
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, Al Thompson, R. Ozuna,

Prepared by: K Mercer

# Brutzman's **OFFICE SOLUTIONS**

FURNITURE • SUPPLIES • REPROGRAPHICS

Client: Benton Csherrif's Office

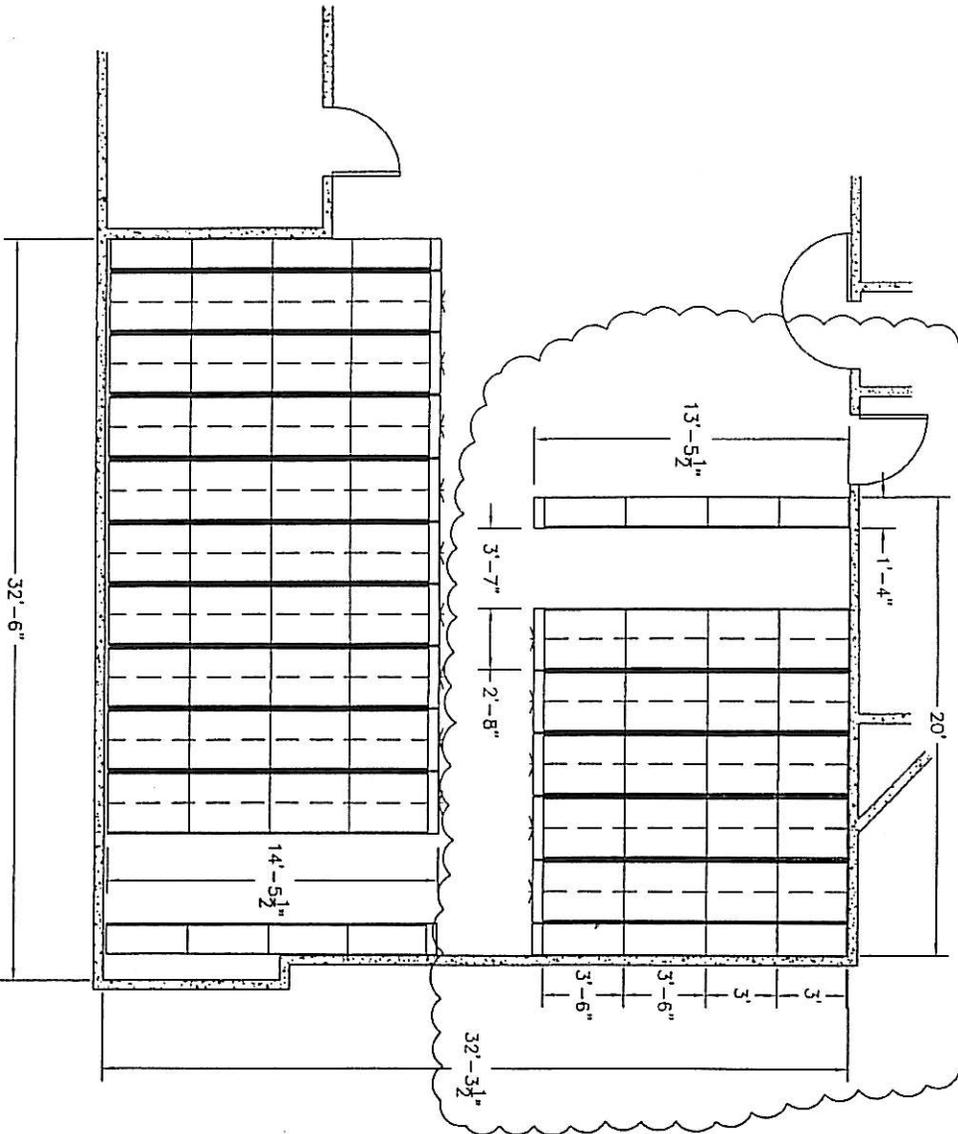
Project: Add-on order, movable storage shelving for jail

Date: 04/21/2008

<b>KARDEX "KOMPAKT" MOVABLE SHELVING</b>					
Quantity	Item Number	Description	List Price	Net Price	Extension
<i>Carriages, end panels, rails and hardware</i>					
2	2079524A-13	Carriage, fixed, 16"D x 13'L	\$ 765.00	423.81	\$ 847.62
5	2079509-13	Carriage, movable, 32"D x 13'L	\$ 1,740.00	963.96	\$ 4,819.80
2	6001229-036	End panel, fixed, 16"W x 76"H	\$ 250.00	138.50	\$ 277.00
5	6001229-016	End panel, movable, 32"W x 76"H	\$ 290.00	160.66	\$ 803.30
60	2078499-000	Rail assembly, 3-sections, 20' long	\$ 37.00	20.50	\$ 1,230.00
5	6000681-000	Handle, 3-prong	\$ 107.00	59.28	\$ 296.40
5	6001224-002	Gear drive, 1/2000# ratio	\$ 235.00	130.19	\$ 650.95
20	2077590-001	Ramp plate, lineal feet	\$ 13.00	7.20	\$ 144.00
1	6000508-000	Hardware bag	\$ 44.00	24.38	\$ 24.38
<i>Shelving components</i>					
2	1576LO	L-upright, open, 15" x 76"	\$ 36.00	18.54	\$ 37.08
2	1576LC	L-upright, closed, 15" x 76"	\$ 45.00	23.18	\$ 46.36
6	1576TO	T-upright, open, 15" x 76"	\$ 43.00	22.15	\$ 132.90
5	3076LO	L-upright, open, 30" x 76"	\$ 44.00	22.66	\$ 113.30
5	3076LC	L-upright, closed, 30" x 76"	\$ 68.00	35.02	\$ 175.10
15	3076TO	T-upright, open, 30" x 76"	\$ 53.00	27.30	\$ 409.50
28	T2-3615	Shelf, 36" x 15"	\$ 15.50	7.98	\$ 223.44
28	T2-4215	Shelf, 42" x 15"	\$ 17.40	8.96	\$ 250.88
70	T2-3630	Shelf, 36" x 30"	\$ 28.00	14.42	\$ 1,009.40
70	T2-4230	Shelf, 42" x 30"	\$ 31.00	15.97	\$ 1,117.90
28	SHS-3614	Shelf support, bottom shelf, 36"W	\$ 4.00	2.06	\$ 57.68
168	TS-3614	Shelf support, 36"W	\$ 3.50	1.80	\$ 302.40
28	SHS-4214	Shelf support, bottom shelf, 42"W	\$ 5.60	2.88	\$ 80.64
168	TS-4211	Shelf support, 42"W	\$ 6.30	3.24	\$ 544.32
120	TR-30	Shelf reinforcement, 30"	\$ 2.70	1.39	\$ 166.80
60	CD-36	Center divider, 36"W	\$ 5.40	2.78	\$ 166.80
60	CD-42	Center divider, 42"W	\$ 6.00	3.09	\$ 185.40
5	LTWT-1	Wall ties	\$ 1.59	0.82	\$ 4.10
			<b>Sub-total</b>		\$14,117.45
			<b>Setup (includes plywood decking)</b>		\$ 4,046.00
			<b>Sub-total</b>		\$18,163.45
			<b>Freight</b>		\$ 2,740.00
			<b>Sub-total</b>		\$20,903.45
			<b>Tax</b>		\$ 1,507.57
			<b>TOTAL</b>		\$22,411.02
<b>NOTES:</b> Vendor: Kardex c/o Brutzman's, Inc.					
GSA Contract number: GS-28F-1004C.					
FOB Point: Destination.					
Terms: 1% 20, Net 30.					
Lead time: 4 to 6 weeks.					
Shelving discount: 48.5%.					
Kompakt discount: 44.6%.					

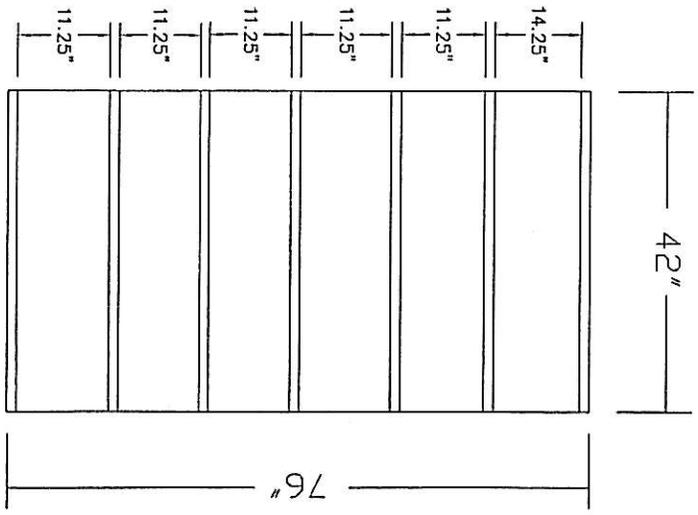
Proposed new addition

# Layout



# Shelving Profile (typ.)

(Scale - 1/2" = 1'-0")



- NOTES:**
- Double face carriage width - 32"
  - Single face carriage width - 16"
  - Overall system height - 81.5" plus leveling.

**BRUTZMAN'S INC.**  
 Benton County Justice Center  
 7320 West Quinault Ave.  
 Kennewick, WA 99336

REV	NO	DATE	BY	CHKD
1	1	03-17-03	khb	
2	1	04-21-03	khb	
3	1	06-03-03	khb	

PROJECT: Jail property storage system  
 SCALE: 1/8" = 1'-0"  
 SHEET: 1

# KARDEX<sup>®</sup> Small Business P#0372985

## CONTRACT PROVISIONS GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SCHEDULE AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG AND PRICE GUIDE

**GROUP 71, PART 1**  
Office Furniture ( High Density Moveable Filing Systems )  
FSC Class: 7125

**CONTRACT NUMBER:** GS-28F-1004C

**CONTRACT PERIOD:** November 1, 2003 through October 31, 2008

**CONTRACT ADMINISTRATION SOURCE:** Kardex Systems Inc.  
114 Westview Ave.  
Marietta, Ohio 45750  
740-374-9300  
800-234-3654  
FAX--740-373-5109 or 740-374-9953  
<http://www.Kardex.com>

**CUSTOMER INFORMATION FOR ORDERING ACTIVITIES**

1. **Awarded Special Item Numbers:** 711-7, 711-95
2. **Maximum Order:** 711-7 \$200,000.00  
711-95 \$500.00
3. **Minimum Order:** \$50.00
4. **Geographic Delivery Area:** 48 Contiguous states and the District of Columbia.  
For overseas shipments, Kardex will ship to port of embarkation within 48 contiguous states.
5. **Production Point:** Kompakt Carriages and Snaplock Shelving, Lewistown, Mifflin County, Pennsylvania 17044-2434  
LT Shelving, Dickson, Dickson County, Tennessee 37055

6. **Discounts from List Price:**

Kompakt Moveable Shelving		44.6%
Snaplock Shelving	\$500-2999	44.6%
	3000-6499	47.4%
	6500-9999	50.1%
	10,000-19,999	52.6%
	20,000 or more	55.7%
LT, Cllpyte & Library Shelving	under \$6000	44.6%
	\$6001-17,999	48.5%
	\$18,000 or over	56.2%

7. **Quantity Discounts:** See item 6
8. **Prompt Payment Terms:** 1% -15 days-net 30 days
9.
  - a. Government Credit Card accepted
  - b. No discount is offered for use of credit card
10. **Foreign Items:** None
11. **Time of Delivery:** 30-45 days after receipt of order
12. **FOB Points:** Origin
13. **Ordering Address:**

<b>KARDEX SYSTEMS INC.</b> GOVT. ORDER ENTRY 114 WESTVIEW AVE. MARIETTA, OHIO 45750 740-374-9300 800-234-3654 FAX 740-373-5109	or	<b>KARDEX SYSTEMS INC.</b> C/O AUTHORIZED AGENTS
--	----	---
14. **Payment Address:** Kardex Systems Inc., 135 S. LaSalle, Dept. 1189, Chicago Il 60674-1189
15. **Warranty:** 14 months from date of delivery, free from defects in material and workmanship
16. **Cancellation Policy:** No cancellation prior to production. After production has begun, only actual cost incurred that can not be recovered through resale of merchandize through a reasonable length of time ( 6 Months ).
17. **Restocking Policy:** No merchandise may be returned without contractor's written consent. Returns must be shipped pre-paid
18. **Export Packing Charges:** Open Market
19. **Terms and Conditions of Government Credit Card:** See item 9 a & b
20. **Maintenance and Repair:** Open Market
21. **Installation:** Special Item 711-95. 12% of Net for items up to \$500 net GSA. Projects over \$500 net GSA are quoted on a per order basis by the authorized Kardex Dealer. Contact Kardex Systems Inc., 800-234-3654 for authorized sales and service agent closest to you. Installation is Commercial practice plus .75%
22. **Repair Parts:** Open Market
23. **Service and Distribution Points:** Contact Kardex Systems Inc., at 800-234-3654 for authorized sales and service agent closest to you.
24. **Participating Agents (Dealers):** Contact Kardex Systems Inc., at 800-234-3654 for authorized sales and service agent closest to you.
25. **Preventive Maintenance:** Open Market
26. **Year 2000 ( Y2K ) compliant**
27. **Environmental Attributes:** NA
28. **DUNS NUMBER:** 09-332-0232
29. **Registered in the Central Contractor Registration database ( CCR )**
30. **Small Business P#0372985**
31. **Cage Code #59812**

# Office of the Assessor

Benton County, Washington

11:15

Barbara Wagner, Assessor  
Harriet Mercer, Chief Deputy  
Mark Fortune, Chief Appraiser

Prosser Office (509) 786-2046  
Prosser from Tri Cities (509) 736-3088  
Kennewick Office (509) 735-2394  
Prosser Fax (509) 786-5657

May 21, 2008

Board of County Commissioners  
Benton County  
PO Box 190  
Prosser WA 99350

RE: Emergency request

Dear Commissioner Claude Oliver:

This letter is in regards to my office at the Kennewick Annex. I have now received letters from three different physicians stating that four of my employees and myself should not be in this office. I am accommodating one employee with a link into our system so that this employee can work from home and will soon add another. The other two employees download information on to laptops. One works from home and checks in once a week. The other comes into the office in the morning and returns in the late afternoon.

This satellite office is very busy with walk-ins and phone calls and is not set up to function this way. We rely heavily on everyone to help cover the office, for breaks, lunch periods, and people out on sick leave or vacation.

I am loosing ground fast. Change of Value notices will be delayed two months this year, compared to last year. I would request that the County Commissioners get us out of this office as soon as possible, so that I can function normally with a full staff.

Sincerely,

  
BARBARA WAGNER  
Benton County Assessor

cc: Melina Wenner  
Roy Rogers