

**June 8, 2009**

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

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
Wednesday, May 27, 2009, 10:00 am.  
Commissioners' Conference Room  
Benton County Justice Center  
Kennewick, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Adam Fyall, Community Development Coordinator; Deputy Administrator Loretta Smith Kelty; DPA Ryan Brown; Facilities Manager Roy Rogers; Keith Mercer, Sheriff's Office; and Planning Manager Mike Shuttleworth.

#### Animal Control Facility

Adam Fyall introduced Brian Page and Bob Wills of Bernardo Wills Architects. He said the County had retained the architectural firm to complete a study, cost assessment, and one line drawing of a kennel facility that could be built and operated through a Benton County and West Richland partnership.

Mr. Page and Mr. Wills gave a presentation of the proposed options A and B for the animal control facility, described as follows:

#### Option A

- Site Plan
  - Acreage: 1.62; Parking: 12 standard, 1 accessible, 2 loading
  - Relocation of existing wellhead flushing pond
  - Acquisition of additional acreage required
  - Amenities: Direct access to dog kennels, termination wing, and exotic animal holding pen; approx 21000 sf of site left, (including 2500 for future building)
- Floor Plan
  - Square footage: 5750
  - Animals served: 25 dogs, 5 puppies, 9 cats
  - Staff work stations: 4
  - Amenities: dual kennels for wash down; isolation rooms; animal storage/disposal wing; hospitality room; euthanasia room; adoption room, employee shower;

storage; exotic animal holding pen, enclosed interior sallyport; separate mechanical and electrical rooms

Estimated Construction Cost: \$1,350,000 to \$1,530,000, not including sewer extension past 400 feet or cost of moving flushing pond

#### Option B

- Site Plan
  - Acreage: 1; Parking: 6 standard, 1 accessible, 0 loading
  - Relocation of existing wellhead flushing pond
  - Modifications to existing wellhead fencing
  - Amenities: Approximately 8000 sf of site left (including 1600 sf for future building)
- Floor Plan
  - Square footage: 2250
  - Animals served: 16 dogs, 4 puppies, 9 cats
  - Staff work stations: 2
  - Amenities: isolation rooms; euthanasia room; employee shower; open exterior vehicle sallyport

Estimated Construction Cost: \$640,000 to \$720,000, not including sewer extension past 400 feet or cost of moving flushing pond

Commissioner Bowman said he liked the larger facility much better, but thought they might be able to save some money if the sally port was not enclosed.

Commissioner Beaver requested the administration provide a financial analysis and number associated with what it would cost Benton County to own and operate its own facility. He said after the analysis was provided, the Board could determine what amount the County would be willing to contribute as a partner.

Chairman Benitz said he was interested in pursuing a Benton County animal protection service as a stand-alone agency and a separate taxing district as a funding source for the service. He also suggested the Board look at Spokane County as a model and requested the previous task force put together standards and controls and review pet licensing, spay/neuter options, and adoption.

Commissioner Bowman stated the draft ordinance was prepared, West Richland could provide an estimate for operating budget, and the Board now had an estimated cost for construction. He said he didn't think the Board needed to wait any longer and he didn't believe the City of West Richland was going to wait. He said he was ready to move and the Board needed to agree on the location and size of the facility and could work into phases of licensing and other parts of the program.

Commissioner Beaver said he didn't want to wait either, but still wanted a financial analysis back in 30 days from David Sparks on the different alternatives and how it would impact the budget and the County's future.

David Sparks said it would be relatively easy to pencil out the costs of a stand-alone facility versus a joint facility with West Richland. However, he said the other requests by Chairman Benitz would take considerably longer.

Commissioner Bowman said he was in agreement with requesting Mr. Sparks to provide the data in 30 days.

The Board adjourned at approximately 11:00 a.m.

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Clerk of the Board

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Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
June 1, 2009, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** James Beaver (attending legal proceedings for City of Kennewick)

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Ed Thornbrugh, Human Services; Juvenile Administrator Sharon Paradis; Superior Court Judge Carrie Runge, Marianne Ophardt, WSU; Central Services Manager Randy Reid; Larry Moser and Steve Becken, Public Works; DPA Ryan Brown; Planning Manager Mike Shuttleworth; Brenda Chilton, Deputy Auditor; Van Petty, Auditor's Office; Ehriza Rivera, Treasurer's Office; Eric Hsu, OPD; Donna Holmes, Public Works; Human Services Manager Carrie Huie-Pascua; Susan Walker, Planning.

Approval of Minutes

The Minutes of May 18, 2009 were approved.

Consent Agenda

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

Central Services

a. Designating a Provider for Primary Rate Interface and Long Distance Services

Facilities

b. Standard Service Contract w/Mint Condition, Inc. for Window Cleaning Service

Human Services

c. Travel Expense Reimbursement

Juvenile

d. Line Item Transfer, Fund No. 0115-101, Dept. 174

e. Approval of Payment to Bellas Office Furniture for Used Partition Walls

Office of Public Defense

f. Line Item Transfer, Fund No. 0000-101, Dept. 136

Parks

- g. Rattlesnake Mountain Shooting Facility Cadastral Survey

Personnel

- h. Establishing Salary Grade for a Public Defense Attorney I in Office of Public Defense

Public Works

- i. Agreement for Certificate Acceptance Svcs w/City of Prosser for Improvement Project
- j. Approval of Order & Agreement for Nonexclusive Franchise for City of Kennewick
- k. Approval of Order & Agreement for Nonexclusive Franchise for /Bonnevillle Power Administration
- l. Copier Lease/Purchase Agreement w/Ricoh

Sheriff

- m. Line Item Transfer, Fund No. 0000-101, Dept. 121
- n. Line Item Transfer, Fund No. 0000-101, Dept. 125

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

**WSU Educator for Commercial Vegetable**

Marianne Ophardt and Tim Waters gave an update on commercial vegetables in Benton and Franklin Counties and briefly discussed new commercial vegetable products, treatments, and testing.

**Juvenile Drug Court Funding**

Superior Court Judge Carrie Runge and Juvenile Court Administrator Sharon Paradis appeared before the Board to discuss Juvenile Drug Court funding.

Ms. Paradis said the State did not include drug court funding in its final budget for the second half of 2009. Additionally, Franklin County was supportive of the drug court but not sure if they could financially support it and wanted to know where Benton County stood before making a decision. Judge Runge indicated the Courts felt strongly about the program and that Franklin County said it was a high priority.

Chairman Benitz said if the State was going to pull out of the program, he was not in favor of funding it due to the continued deficit that Benton County was seeing.

Commissioner Bowman recommended the Board wait to make a decision until after Commissioner Beaver could weigh in on the subject. He also said he agreed with preventing overspending and he also recommended they bring in some information regarding the success of the program and how that was measured.

Judge Runge stated that all the reports across the country showed that money spent up front helped reduce the money spent in the long run.

## **Financial Forecast**

Linda Ivey presented the 2010-2015 current expense revenue and expenditure forecast. She outlined a few changes, including a wage COLA contingency. Additionally, she recommended the Board keep the 2008 cash carry forward over 13% (per budget policy) in Current Expense instead of completing operating transfers and continue to monitor the budget.

Commissioner Bowman said it was important to look at the wage COLA's and do everything they could to prevent any layoffs. Mr. Sparks also commented that they had not yet factored in the eventual loss of revenue from outside contracts for the jail as more Benton County inmates occupied it.

Chairman Benitz said it was important to continue to keep expenditures in line and look at these numbers when reviewing the supplemental requests.

## **Other Business**

### **Benton PUD Request**

Commissioner Bowman said that Benton PUD had requested the Board write a letter opposing the removal of dams and that he would work with Mr. Fyall to prepare a letter if the Board agreed.

Chairman Benitz agreed.

### **Corps of Engineers – Private Docks**

Commissioner Bowman discussed the intent of the Corps of Engineers to remove all private docks in the McNary-Pool area that do not meet certain criteria. He said he wanted to work with Adam Fyall to pen a letter regarding this issue and Chairman Benitz agreed.

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

## **Supplemental Appropriation Requests**

Linda Ivey presented the following requests for supplemental appropriation to go to public hearing:

Office of Public Defense, \$355,000 – approved  
VIT Impact, \$500,000 – approved  
Road, \$500,000 – approved  
Road, \$1,200,000 – approved  
Homeless Housing & Assistance, \$50,305 - approved  
Solid Waste Collection Fund, \$50,000 - approved  
Juvenile, \$110,856 – approved  
Central Services, \$34,460 – approved

Central Services, \$14,460 – approved  
Central Services, \$3,200 – approved  
Central Services, \$4,550 – approved  
Central Services, \$2,600 – approved  
Current Expense, Operating Transfers - \$2,376,867 – denied

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

**Preliminary Plat - Vineyard Highlands – SUB 07-07**

Mike Shuttleworth said the Planning Commission had completed its open record hearing for the preliminary plat application of Vineyard Highlands and voted to recommend approval as presented with conditions.

**MOTION:** Commissioner Bowman moved to adopt the Planning Commission's recommendations, findings and conclusions as their own and approve the preliminary plat of Vineyard Highlands, SUB 07-07 with conditions. Chairman Benitz seconded and upon vote, the motion carried.

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

**Preliminary Plat – River Vista Vineyard Estates – SUB 09-01**

Mike Shuttleworth stated the Planning Commission had completed its open record hearing for the preliminary plat application of River Vista Vineyard Estates, SUB 09-01 and voted to recommend approval as presented with conditions.

**MOTION:** Commissioner Bowman moved to adopt the Planning Commission's recommendations, findings and conclusions as their own and approve the preliminary plat of River Vista Vineyard Estates, SUB 09-01 with conditions. Chairman Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:40 a.m.

**New Position Request – Human Services**

Carrie Huie-Pascua requested the Board approve a new Housing Case Manager position that was grant funded with a commitment for three years. She said the County Administrator reviewed the information and she had worked with both the Benton and Franklin County personnel managers.

**MOTION:** Commissioner Bowman moved to approve the resolution establishing the salary grade for a housing case manager in the Benton and Franklin Counties Human Services Department. Chairman Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:40 a.m.

### **Defense Panel Representative - Truancy**

Eric Hsu and Sharon Paradis informed the Board of the appellate decision requiring all first appearances for juveniles with truancy petitions to have legal representation. Ms. Paradis said she had worked with Eric Hsu to create a process to amend existing attorney contracts and the cost would be approximately \$25,000 a year, which would be paid from the current 2009 budget.

Mr. Hsu said contracts were ready to sign and there would be 10 attorneys with contracts that included the option to represent clients at the truancy hearings. Mr. Hsu said it would not add to their caseload cap.

The Board briefly recessed, reconvening at 11:00 a.m.

### **Ordinance Amendment - BCC 11.18.050 and 11.18.070**

Mike Shuttleworth and Susan Walker said the Planning Commission held its open record hearing and recommended approval of the proposed ordinance amendment to allow wineries and breweries as agricultural related industries in the GMA Agricultural District. Additionally, the amendment would also allow conditional uses in the GMA Agricultural District within the Red Mountain AVA.

**MOTION:** Commissioner Bowman moved to approve the ordinance amendment relating to zoning and wineries and breweries in the GMA Agricultural District. Chairman Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 11:10 a.m.

### **Piert Road – Columbia Energy Refund Request**

Steve Becken said that Columbia Energy had requested a refund of its \$30,000 for breach of contract since the Board had changed back to the originally approved alignment.

Commissioner Bowman said the Board entered into this agreement in good faith that Columbia Energy would come up with funding for the ethanol plant, however, they had not fulfilled their obligations. He said the County had spent a lot of money in this process and he recommended the Road Department try and negotiate a settlement.

Chairman Benitz said that Columbia Energy understood there was a possibility their preferred alignment would not happen. Additionally, he said he would not approve returning the money and wanted them to continue the payments until they fulfilled the obligation of the contract.

Ryan Brown recommended the Board discuss the matter with Kathleen Galioto in executive session.

**Resolutions**

- 09-337 Designating a Provider for Primary Rate Interface and Long Distance Services
- 09-338 Standard Service Contract w/Mint Condition, Inc. for Window Cleaning Service
- 09-339 Line Item Transfer, Fund No. 0115-101, Dept. 174
- 09-340 Approval of Payment to Bellas Office Furniture for Used Partition Walls
- 09-341 Line Item Transfer, Fund No. 0000-101, Dept. 136
- 09-342 Rattlesnake Mountain Shooting Facility Cadastral Survey
- 09-343 Establishing Salary Grade for a Public Defense Attorney I in Office of Public Defense
- 09-344 Agreement for Certificate Acceptance Srvcs w/City of Prosser for Improvement Project
- 09-345 Approval of Order & Agreement for Nonexclusive Franchise for City of Kennewick
- 09-346 Approval of Order & Agreement for Nonexclusive Franchise for /Bonneville Power Administration
- 09-347 Copier Lease/Purchase Agreement w/Ricoh
- 09-348 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 09-349 Line Item Transfer, Fund No. 0000-101, Dept. 125
- 09-350 Approval of Preliminary Plat of Vineyard Highlands, SUB 07-07
- 09-351 Approval of Preliminary Plat of River Vista Vineyard Estates, SUB 09-01
- 09-352 Establishing the Position and Salary Grade for a Housing Case Manager
- 09-353 Approval of Ordinance 469 Relating to Zoning and Wineries and Breweries in the GMA Agricultural District

There being no further business before the Board, the meeting adjourned at approximately at 11:15 a.m.

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Clerk of the Board

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Chairman

a

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LOCAL RECORDS GRANT AWARD FROM THE WASHINGTON STATE ARCHIVES, SUBMITTED BY THE BENTON COUNTY CLERK,

WHEREAS, the final grant invoice voucher requires the signature of the County Authorizing Official; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby authorize the chairman to sign the attached invoice voucher to the Office of the Secretary of State, Washington State Archives, as submitted by the Benton County Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Clerk, Auditor, R. Ozuna, file  
Original to Clerk

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
0850		07CE046R OSOS G-3866

**AGENCY NAME**  
 Office of the Secretary of State  
 Attn: Patrick Williams  
 PO Box 40238  
 Olympia, WA 98504-0238

**VENDOR OR CLAIMANT (Warrant is to be payable to)**  
 Benton County Clerk  
 County Clerk  
 7122 W. Okanogan Place Building A  
 Kennewick, WA 99336

*INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.*

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY County Commissioner (Sign in ink)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)  
**91-6001296**

Authorizing Signature \_\_\_\_\_ (DATE) \_\_\_\_\_  
 RECEIVED BY \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

DATE	DESCRIPTION	Approved Grant Expenditures	AMOUNT	FOR AGENCY USE
2007-2009	Washington State Archives <b>Local Records Grant Program</b>			
	Regular Grant Final Disbursement Request			
	<b>Total Grant Award:</b>	<b>\$29,997.00</b>		
	Total Disbursements:	<\$23,997.60>	<\$23,997.60>	
	<b>Grant Balance:</b>	<b>\$5,999.40</b>		
	Approved Expenditures:	<b>\$27,958.27</b>	\$27,958.27	
	Amount of Interest Accrued: Amount of Interest Applied to Project:		103.52 <0.00>	
	<b>Final Disbursement:</b>		<b>\$3,857.15</b>	
	Amount of Grant Not Disbursed:	<b>\$2,142.25</b>		

PREPARED BY: Patrick Williams-LRGP Coordinator TELEPHONE NUMBER: 360-586-0108 DATE: 5/26/2009 AGENCY APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

DOC. DATE: \_\_\_\_\_ PMT DUE DATE: \_\_\_\_\_ CURRENT DOC. NO.: \_\_\_\_\_ REF DOC.: \_\_\_\_\_ VENDOR NUMBER: 2251-56 VENDOR MESSAGE: \_\_\_\_\_ UBI NUMBER: \_\_\_\_\_

REF DOC SUE	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											
	210		441	310	6803	nz	0006								\$3,857.15	G-3866 Final Disbursement

ACCOUNTING APPROVAL FOR PAYMENT: \_\_\_\_\_ DATE: \_\_\_\_\_ WARRANT TOTAL: \_\_\_\_\_ WARRANT NUMBER: \_\_\_\_\_

b

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF APPROVING ARCHITECTURAL SERVICES FOR THE JAIL WORK RELEASE DORMITORY ADDITION

**WHEREAS**, per Resolution 08-884 dated November 3, 2008, the Board of County Commissioners approved the contract between Benton County and Bernardo-Wills Architects, PC to provide any necessary architectural and engineering services for a contract amount not to exceed \$200,000; and

**WHEREAS**, Bernardo-Wills Architects, PC was asked by Benton County to provide an estimate for architectural services for a Jail Work Release Dormitory Addition; and

**WHEREAS**, Bernardo-Wills Architects, PC provided Benton County with Work Order Number 09-280, attached hereto, to provide the A/E services for the work release dormitory addition as further outlined on the attached work order for an amount not to exceed \$24,000; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby approves architectural services for the Jail Work Release Dormitory Addition for an amount not to exceed \$24,000, plus any reimbursable expenses.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County,

Attest: \_\_\_\_\_  
Clerk of the board

MAY 28 2009

BENTON COUNTY  
COMMISSIONERS

May 18, 2009

Ms. Lisa Small  
Alt. Clerk of the Board  
Benton County Commissioner's Office  
620 Market Street  
PO Box 19  
Prosser, WA 99350

RE: Benton County - Jail/Work Release Dormitory Addition  
Fee Proposal  
BWA #09-280

Dear Lisa:

We recently met with David Sparks and Roy Rogers to discuss providing limited A/E Services to Benton County for a proposed Jail/Work Release Dormitory Facility above the Jail Sally Port. We understand that the project is located at the existing Justice Center site, and may be roughly 8,000 gross square feet.

We understand the desired services to include:

1. Assessment/analysis of existing structural and mechanical systems, and recommendations for new systems.
2. Two dormitory layout options.
3. One-line floor plan diagrams.
4. Preliminary cost estimate.

We are pleased to offer our services for a not-to-exceed amount of \$24,000, including structural and mechanical services. Our services will be provided in accordance with our Professional Services Agreement already in place; however, we will await your issuance of a Task Order before proceeding with any work. The estimated time to complete this task is 90 calendar days from Notice to Proceed.

Thank you for thinking of Bernardo-Wills Architects to assist you with your needs.

Sincerely,



Robert M. Wills, AIA  
Principal

c: Mr. David Sparks, Benton County  
Mr. Roy Rogers, Benton County

C

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF APPROVING ARCHITECTURAL SERVICES FOR THE PROSSER COURTHOUSE REMODEL AND NEW OFFICE ADDITION

**WHEREAS**, per Resolution 08-884 dated November 3, 2008, the Board of County Commissioners approved the contract between Benton County and Bernardo-Wills Architects, PC to provide any necessary architectural and engineering services for a contract amount not to exceed \$200,000; and

**WHEREAS**, Bernardo-Wills Architects, PC was asked by Benton County to provide an estimate for architectural services for the Prosser Courthouse Remodel and New Office Addition; and

**WHEREAS**, Bernardo-Wills Architects, PC provided Benton County with Proposal Number 09-281, attached hereto, to provide the A/E services for the above mentioned projects as further outlined on the attached proposal for an amount not to exceed \$46,000; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby approves architectural services for the Prosser Courthouse Remodel and New Office Addition for an amount not to exceed \$46,000, plus any reimbursable expenses.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
 Member

\_\_\_\_\_  
 Member

Constituting the Board of County Commissioners of Benton County,

Attest: \_\_\_\_\_  
 Clerk of the board

RECEIVED

MAY 28 2009

BENTON COUNTY  
COMMISSIONERS

May 18, 2009

Ms. Lisa Small  
Alt. Clerk of the Board  
Benton County Commissioner's Office  
620 Market Street  
PO Box 19  
Prosser, WA 99350

RE: Benton County - Prosser Courthouse Remodel and New Office Addition  
Fee Proposal  
BWA #09-281

Dear Lisa:

We recently met with David Sparks and Roy Rogers to discuss providing limited A/E Services to Benton County for a proposed Prosser Courthouse and Annex Remodel, as well as a New Office Addition. We understand that the projects are located at the existing Prosser Courthouse site, and may total 40,000 gross square feet.

We understand the desired services to include:

1. Building and Space Planning Programs based upon data provided by Benton County team members.
2. Building and Space Planning Relationship Diagrams.
3. Assessment of existing building mechanical systems, and recommendations for new mechanical systems.
4. Assessment of historical preservation issues.
5. One-line floor plan and site plan diagrams. Floor plans to include basic office layouts, with cubicle locations only. Layouts will be based upon program study requirements.
6. Preliminary cost estimates.

We are pleased to offer our services for a not-to-exceed amount of \$46,000, including mechanical services. Our services will be provided in accordance with our Professional Services Agreement already in place; however, we will await your issuance of a Task Order before proceeding with any work. The estimated time to complete this task is 150 calendar days from Notice to Proceed.

Thank you for thinking of Bernardo-Wills Architects to assist you with your needs.

Sincerely,



Robert M. Wills, AIA  
Principal

c: Mr. David Sparks, Benton County  
Mr. Roy Rogers, Benton County

# RESOLUTION

d

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF APPROVING ARCHITECTURAL SERVICES FOR A NEW ADMINISTRATION OFFICE BUILDING

**WHEREAS**, per Resolution 08-884 dated November 3, 2008, the Board of County Commissioners approved the contract between Benton County and Bernardo-Wills Architects, PC to provide any necessary architectural and engineering services for a contract amount not to exceed \$200,000; and

**WHEREAS**, Bernardo-Wills Architects, PC was asked by Benton County to provide an estimate for architectural services for the a new Administration Office building; and

**WHEREAS**, Bernardo-Wills Architects, PC provided Benton County with Work Order Number 08-341, attached hereto, to provide the A/E services for the above mentioned project which is further outlined on the attached work order for an amount not to exceed \$76,000; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby approves architectural services for a new Administration Office Building for an amount not to exceed \$76,000, plus any reimbursable expenses.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,

Attest: \_\_\_\_\_  
Clerk of the board

RECEIVED

MAY 28 2009

BENTON COUNTY  
COMMISSIONERS

May 18, 2009

Ms. Lisa Small  
Alt. Clerk of the Board  
Benton County Commissioner's Office  
620 Market Street  
PO Box 19  
Prosser, WA 99350

RE: Benton County - New Administration Office Building  
Fee Proposal  
BWA #08-341

Dear Lisa:

We recently met with David Sparks and Roy Rogers to discuss providing limited A/E Services to Benton County for a new Administration Office Building (3 stories plus a basement). We understand that the project is located at the existing Justice Center site, and may be roughly 80,000 gross square feet.

We understand the desired services to include:

1. Building and Space Planning Program based upon data provided by Benton County team members.
2. Building and Space Planning Relationship Diagrams.
3. Assessment/analysis of existing site utilities, with potential utility and stormwater management concepts.
4. Assessment/analysis of mechanical system concepts, and their impact on design.
5. One-line floor plan and site plan diagrams. Floor plans to include basic office layouts, with cubicle locations only. Layouts will be based upon program study requirements.
6. Preliminary cost estimate.
7. Conceptual image of building to show mass and volume (non-rendered).

We are pleased to offer our services for a not-to-exceed amount of \$76,000, including civil and mechanical services. Our services will be provided in accordance with our Professional Services Agreement already in place; however, we will await your issuance of a Task Order before proceeding with any work. The estimated time to complete this task is 150 calendar days from Notice to Proceed.

Thank you for thinking of Bernardo-Wills Architects to assist you with your needs.

Sincerely,



Robert M. Wills, AIA  
Principal

c: Mr. David Sparks, Benton County  
Mr. Roy Rogers, Benton County

# RESOLUTION



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

**IN THE MATTER OF AWARDING THE PROCUREMENT AND INSTALLATION OF HAWORTH OFFICE FURNITURE FOR THE PROSECUTING ATTORNEY'S OFFICE REMODEL PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA TO BRUTZMAN'S OFFICE SOLUTIONS**

**WHEREAS**, the U.S. Communities Contract #N051016 allows for the procurement of Haworth furniture for the Prosecuting Attorney's Office Remodel Project located at the Benton County Justice Center, Kennewick, WA; and

**WHEREAS**, Benton County Facilities Manager received a proposal from Brutzman's Office Solutions, Kennewick, WA in the amount of \$16,657.75 inclusive of WSST for the procurement and installation of Haworth office furniture based on the U.S. Communities Contract #N051016; and

**WHEREAS**, the Benton County Facilities Manager reviewed the proposal and recommends award for the purchase and installation of said office furniture to Brutzman's Office Solutions in the amount of \$16,657.75 including WSST; and

**WHEREAS**, the total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed \$16,657.75, including WSST; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and awards the procurement and installation of Haworth office furniture for the Prosecuting Attorney's Office Remodel Project to Brutzman's Office Solutions for a total contract amount not to exceed \$16,657.75 including WSST; and

**BE IT FURTHER RESOLVED** the Board authorizes the Chairman of the Board to sign the agreement attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**CONTRACT FOR PROCUREMENT  
AND INSTALLATION OF FURNITURE**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BRUTZMAN'S OFFICE SOLUTIONS**, a corporation organized under the laws of the State of Washington, with its principal address at PO Box 6044, Kennewick, WA 99336-0044 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

Exhibit "A" - Contractor's Bid Proposal dated 5/22/2009  
(PA's Office Remodel Project)

**2. DURATION OF CONTRACT**

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

**3. SERVICES AND GOODS PROVIDED**

The COUNTY shall purchase, and CONTRACTOR shall sell, the furniture specified in the Bid Proposal attached as Exhibit "A". The specified furniture shall be delivered to 7122 W. Okanogan, Kennewick, WA or such other place, as CONTRACTOR shall be directed in writing. This delivery shall be FOB the installation location and CONTRACTOR shall retain responsibility and liability for safe delivery of complete and undamaged goods. Furthermore, CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of the office furniture specified in Bid Proposal. Furniture shall be installed or setup at 7122 W. Okanogan, Kennewick, WA at the direction of COUNTY designated personnel. This includes

providing all necessary equipment, supplies and materials necessary for proper delivery, setup and installation.

**4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Ken Brutzman  
Brutzman's Office Solution  
PO Box 6044  
Kennewick, WA 99336  
(509) 735-0300 Phone  
(509) 735-0330 Fax
  
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350  
(509) 786-5600 Phone  
(509) 786-5625 Fax

Each party must have a contract representative at all times this contract is in force. A party may change its representative by providing prompt written notice to the other party.

**5. COMPENSATION**

The CONTRACTOR shall be paid in accordance with the bid proposal provided in Exhibit "A" attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement for the purchase and installation of said furniture is sixteen thousand six hundred fifty seven dollars and seventy five cents (\$16,657.75) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed (\$16,657.75) including Washington State Sales tax.

**6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. 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, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

**7. DEFECTS**

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. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

**8. AMENDMENT AND CHANGES IN WORK**

No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

**9. 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, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. 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, its employees, agents or subcontractors.
- c. 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.

10. **INSURANCE**

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

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

d. Other Insurance Provisions:

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

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

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County" 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.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:  
  
Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.  
  
If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to COUNTY. If requested by

COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

**11. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

**12. COMPLIANCE WITH LAWS**

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

**13. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**14. DISPUTES**

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All

rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**16. ENTIRE AGREEMENT**

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

**17. NOTICES**

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

**18. SEVERABILITY**

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

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

**BENTON COUNTY**

**BRUTZMAN'S OFFICE SOLUTIONS**

\_\_\_\_\_  
**Max E. Benitz, Chairman**  
**Benton County Commissioner**

*Ken Brutzman*  
\_\_\_\_\_  
**Ken Brutzman, President**

Dated: \_\_\_\_\_

Dated: 5/29/09

Approved as to Form:

*[Signature]*  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**PROSECUTING ATTORNEY  
BENTON COUNTY, WASHINGTON**

**ANDY MILLER**  
PROSECUTING ATTORNEY

**RYAN K. BROWN**  
CHIEF DEPUTY, CIVIL

**SCOTT W. JOHNSON**  
CHIEF DEPUTY, CRIMINAL

**TERRY J. BLOOR**  
CHIEF CRIMINAL DEPUTY

**MARGARET AULT**  
ADMINISTRATOR

7122 West Okanogan Place, Bldg. A  
Kennewick, Washington 99336

(509) 735-3591

786-5608    736-3066  
Prosser        Fax

May 27, 2009

**DEPUTIES**

JULIE E. LONG  
TIMOTHY A. SKEELS  
ADRIENNE M. FARABEE  
DAVID S. BROUSSARD  
ANITA PETRA  
JENNIFER L. JOHNSON  
SARAH H. PERRY  
KATHLEEN B. GALIOTO  
RONALD D. BOY  
MEGAN A. BREDEWEG  
ARTHUR J. BIEKER  
KRISTIN M. MCROBERTS  
JENNY L. JOHNSON  
ALEX B. JOHNSON  
JONATHAN J. YOUNG  
ALLISON T. HEWITT  
ERIN WALLACE  
CHRISTINE M. BENNETT

Haworth, Inc.  
Attn: Customer Service  
One Haworth Center  
Holland, MI 49423

**LETTER OF COMMITMENT**

Dear Haworth:

Please accept this as our valid purchase order. This letter (purchase order) serves as authorization to manufacture the product as ordered, per the attached list of material.

The following are the charges authorized:

Product:	\$13,973.12	(net pricing)
Installation:	\$ 1,408.00	
Sales Tax:	<u>\$ 1,276.63</u>	
Total:	\$16,657.75	

The discount authorized is 62% (systems products) and the Order Number is 000721591.

We hereby acknowledge that all change and cancellation requests must be made in writing and are subject to final approval by Haworth Inc. In accordance with published policy. We accept payment terms of N/30 from invoice date. We will allow partial payments based upon partial shipments made at our request. Payments can be authorized based solely on this letter in lieu of a purchase order. Our correct billing is:

Benton County Prosecutor's Office  
Attn: Margaret Ault  
7122 West Okanogan Place  
Kennewick, WA 99336

I submit that I am a duly authorized employee of Benton county and that my signature makes this a legal and binding document.

Sincerely

M. Ault  
Authorized Signature

Title: PA Administrator

# QUOTE

BRUTZMAN'S OFFICE SOLUTIONS

P.O. BOX 6044  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000721591  
 customer number: 7353591  
 telephone number: (509)735-3591 ext:  
 fax number: (509)736-3066  
 page number: 1  
 order date: 05/22/2009

sold to:  
 BENTON CO. PROSECUTOR  
 7122 W. OKANOGAN PLACE BLDG A  
 KENNEWICK, WA 99336-2359

ship to:  
 0302  
 7122 W. OKANOGAN PLACE  
 KENNEWICK, WA 993362359

special comments/instructions:

Exhibit A

purchase order	customer representative	invoice terms	sales representative
	MARGARET AULT	NET 10TH PROX	ANITA CLARK
quantity	mfg/product number	product description	unit price    net price    unit    amount
3	HAW LUTS-0042-16UEP	HAWORTH ITEM TASK LIGHT,ADAPTABLE 42" WIDE	192.00 / 1    61.44 / 1    EACH    184.32
3	HAF PDX-24-JLN	HAWORTH ITEM FIXED PEDESTAL DRAWER 24",1 LOCK	784.00 / 1    250.88 / 1    EACH    752.64
3	HAF PDX-24-HLN	HAWORTH ITEM FIXED PEDESTAL DRAWER 24",1 LOCK	933.00 / 1    298.56 / 1    EACH    895.68
3	HAW UEFS-1648-PML	HAWORTH ITEM UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 48"	588.00 / 1    188.16 / 1    EACH    564.48
8	HAW WMK-78	HAWORTH ITEM WALL MOUNT KIT 80"	135.00 / 1    43.20 / 1    EACH    259.20
2	HAW E2MN-278-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 80"H	684.00 / 1    218.88 / 1    EACH    437.76
1	HAW E2MN-3078-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,30"W X 80"H	775.00 / 1    248.00 / 1    EACH    248.00
2	HAW E2MN-578-BE	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,60"W X 80"H	1017.00 / 1    346.56 / 1    EACH    693.12
2	HAW E2FS-78	HAWORTH ITEM 180DEG FINISH POST,FABRIC,80"H	84.00 / 1    26.88 / 1    EACH    53.76
3	HAW E2DS-3678-BHL	HAWORTH ITEM SINGLE MONO DOOR W/FRAME,SQ TOP CAP,36"W X 78"H	1919.00 / 1    614.08 / 1    EACH    1,842.24
4	HAW E2MN-478-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,48"W X 80"H	969.00 / 1    310.08 / 1    EACH    1,240.32
3	HAN ZNBR-0000-PN	HAWORTH ITEM BRACKET,PREMISE,REAR CORNER	15.00 / 1    5.40 / 1    EACH    16.20
12	HAN ZNBD-1600-PR	HAWORTH ITEM CNTLVR BRKT,PREMISE,STANDARD,16"D	51.00 / 1    18.36 / 1    EACH    220.32
11	HAN ZNBD-1600-PL	HAWORTH ITEM CNTLVR BRKT,PREMISE,STANDARD,16"D	51.00 / 1    18.36 / 1    EACH    201.96
8	HAN VNAT-6400	HAWORTH ITEM WALL TRACK KIT,PREMISE 64"	59.00 / 1    21.24 / 1    EACH    169.92

# QUOTE

BRUTZMAN'S OFFICE SOLUTIONS

P.O. BOX 6044  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000721591  
 customer number: 7353591  
 telephone number: (509)735-3591 ext:  
 fax number: (509)736-3066  
 page number: 2  
 order date: 05/22/2009

sold to:  
 BENTON CO. PROSECUTOR  
 7122 W. OKANOGAN PLACE BLDG A  
 KENNEWICK, WA 99336-2359

ship to:  
 0302  
 7122 W. OKANOGAN PLACE  
 KENNEWICK, WA 993362359

special comments/instructions:

purchase order	customer representative MARGARET AULT	invoice terms NET 10TH PROX	sales representative ANITA CLARK
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quantity	mfg/product number	product description	unit price	net price	unit	amount
9	HAN VNAT-3000	HAWORTH ITEM WALL TRACK KIT,PREMISE 30"	30.00 / 1	10.80 / 1	EACH	97.20
6	HAW WURA-2448-LTSA	HAWORTH ITEM RECT WORKSURFACE 24D X 48W	307.00 / 1	98.24 / 1	EACH	589.44
3	HAW WUCA-3636-LTSAN44	HAWORTH ITEM CORNER,STRAIGHT 36 X 36	405.00 / 1	129.60 / 1	EACH	388.80
1	HAW E2MN-378-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 80"H	852.00 / 1	272.64 / 1	EACH	272.64
1	HAW ZEBD-1000-PL	HAWORTH ITEM CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD MINI,10.5"D	55.00 / 1	17.60 / 1	EA	17.60
2	HAW ZEBD-1000-PR	HAWORTH ITEM CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD MINI,10.5"D	55.00 / 1	17.60 / 1	EA	35.20

INSTALLATION SERVICES  
 RECEIVE, INSPECT, DELIVER AND INSTALL NEW PRODUCTS,  
 TAKE DOWN, MOVE AND RE-ASSEMBLE EXISTING PRODUCT. 1,408.00

\*\*\*\*\*NOTES\*\*\*\*\*

- >Pricing per U.S. Communities contract #N051016.
- >Vendor: HAWORTH, INC.
- >Lead time: 4 to 5 weeks.
- >FOB Point: Destination.

*Fabric = Esoteria* *Mesh = MA001-Black* *Trim = Graphite TR-5*  
 8 HAC SZT-20-724EA1 *Cryptic 3H-1*  
 HAWORTH ITEM 1248.00 / 1 599.04 / 1 EA 4,792.32  
 ZODY TASK CHAIR,FABRIC SEAT/MESH BACK

*Panels =*  
*Fabric = Iowa - Cedar Rock - FZ-2*  
*Trim = H-62 Gray Tone*  
*Laminate = H-EC Quail Nest*

	15,381.12
sales tax	1,276.63
<b>total</b>	<b>16,657.75</b>

# RESOLUTION

f

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

**IN THE MATTER OF AWARDING THE PROCUREMENT AND INSTALLATION OF HAWORTH OFFICE FURNITURE FOR THE OFFICE OF PUBLIC DEFENSE REMODEL PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA TO BRUTZMAN'S OFFICE SOLUTIONS**

**WHEREAS**, the U.S. Communities Contract #N051016 allows for the procurement of Haworth furniture for the Office of Public Defense Remodel Project located at the Benton County Justice Center, Kennewick, WA; and

**WHEREAS**, Benton County Facilities Manager received a proposal from Brutzman's Office Solutions, Kennewick, WA in the amount of \$8,580.22 inclusive of WSST for the procurement and installation of Haworth office furniture based on the U.S. Communities Contract #N051016; and

**WHEREAS**, the Benton County Facilities Manager reviewed the proposal and recommends award for the purchase and installation of said office furniture to Brutzman's Office Solutions in the amount of \$8,580.22 including WSST; and

**WHEREAS**, the total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed \$8,580.22, including WSST; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and awards the procurement and installation of Haworth office furniture for the Office of Public Defense Remodel Project to Brutzman's Office Solutions for a total contract amount not to exceed \$8,580.22, including WSST; and

**BE IT FURTHER RESOLVED** the Board authorizes the Chairman of the Board to sign the agreement attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**CONTRACT FOR PROCUREMENT  
AND INSTALLATION OF FURNITURE**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BRUTZMAN'S OFFICE SOLUTIONS**, a corporation organized under the laws of the State of Washington, with its principal address at PO Box 6044, Kennewick, WA 99336-0044 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

Exhibit "A" - Contractor's Bid Proposal dated 5/08/2009  
(Office of Public Defense Remodel Project)

**2. DURATION OF CONTRACT**

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**3. SERVICES AND GOODS PROVIDED**

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providing all necessary equipment, supplies and materials necessary for proper delivery, setup and installation.

**4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Ken Brutzman  
Brutzman's Office Solution  
PO Box 6044  
Kennewick, WA 99336  
(509) 735-0300 Phone  
(509) 735-0330 Fax
  
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Benton County Commissioners  
PO Box 190  
Prosser, WA 99350  
(509) 786-5600 Phone  
(509) 786-5625 Fax

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No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

**9. 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, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. 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, its employees, agents or subcontractors.
- c. 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.

10. **INSURANCE**

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

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

d. Other Insurance Provisions:

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

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

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County" 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.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:  
  
Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured

entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

**11. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

**12. COMPLIANCE WITH LAWS**

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

**13. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**14. DISPUTES**

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly

taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**16. ENTIRE AGREEMENT**

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

**17. NOTICES**

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

**18. SEVERABILITY**

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

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

**BENTON COUNTY**

**BRUTZMAN'S OFFICE SOLUTIONS**

\_\_\_\_\_  
**Max E. Benitz, Chairman**  
**Benton County Commissioner**

*Ken Brutzman*  
\_\_\_\_\_  
**Ken Brutzman, President**

Dated: \_\_\_\_\_

Dated: 5/29/09

Approved as to Form:

*[Signature]*  
\_\_\_\_\_  
Deputy Prosecuting Attorney

BRUTZMAN'S OFFICE SOLUTIONS

P.O. BOX 6044  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000720981  
 customer number: 2223700  
 telephone number: (509)222-3700 ext:  
 fax number: (509)222-3717  
 page number: 1  
 order date: 05/08/2009

sold to:  
 BENTON-FRANKLIN OFFICE  
 OF PUBLIC DEFENSE  
 7122 W. OKANOGAN PL. BLDG A  
 KENNEWICK, WA 99336-2359

ship to:  
 0302  
 7122 W. OKANOGAN PL BLDG A  
 KENNEWICK, WA 993362359

special comments/instructions: *Exhibit A*

purchase order		customer representative		invoice terms		sales representative	
		JUDY PAXTON, ADM. ASST.		NET 10TH PROX		ANITA CLARK	
quantity	mfg/product number	product description	unit price	net price	unit	amount	
2	HAF VPAJ-24-5	HAWORTH ITEM V SERIES,PEDESTAL,F/F,ATTACHED,PTD FRT 24D,1 LOCK	396.00 / 1	150.48 / 1	EACH	300.96	
1	HAF VPAH-24-5	HAWORTH ITEM V SERIES,PEDESTAL,B/B/F,ATTACHED,PTD FRT 24D,1 LOCK	423.00 / 1	160.74 / 1	EACH	160.74	
1	HAF VPMH-24-5	HAWORTH ITEM V SERIES,PEDESTAL,B/B/F,MOBILE,PTD FRT 24D,1 LOCK	521.00 / 1	197.98 / 1	EACH	197.98	
2	HAW UEFS-1636-PMN	HAWORTH ITEM UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 36"	535.00 / 1	171.20 / 1	EACH	342.40	
2	HAC UEFS-1642-PMN	HAWORTH ITEM UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 42"	552.00 / 1	176.64 / 1	EACH	353.28	
2	HAW HKTC-21-M	HAWORTH ITEM KEYBOARD TRAY,COMFORT WRIST REST-21" TRACK	462.00 / 1	277.20 / 1	EACH	554.40	
1	HAW WUCC-0004	HAWORTH ITEM UNIVERSAL SUPPORT COLUMN	236.00 / 1	75.52 / 1	EACH	75.52	
1	HAW ZEBA-0000-PR	HAWORTH ITEM BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	15.00 / 1	4.80 / 1	EACH	4.80	
2	HAW ZUBF-0000-PN	HAWORTH ITEM FLUSH MOUNT PLATE	20.00 / 1	6.40 / 1	EACH	12.80	
1	HAW ZEBV-0000-PR	HAWORTH ITEM MOUNT BRKT,CONVERGENT,UNIGROUP/TOO/PLACES	20.00 / 1	6.40 / 1	EACH	6.40	
1	HAW ZEBV-0000-PL	HAWORTH ITEM MOUNT BRKT,CONVERGENT,UNIGROUP/TOO/PLACES	20.00 / 1	6.40 / 1	EACH	6.40	
5	HAW ZEBD-1600-PR	HAWORTH ITEM CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD,16.5"D	43.00 / 1	13.76 / 1	EACH	68.80	
2	HAW ZEBD-1600-PL	HAWORTH ITEM CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD,16.5"D	43.00 / 1	13.76 / 1	EACH	27.52	
1	HAW WURA-2442-LTSA	HAWORTH ITEM RECT WORKSURFACE 24D X 42W	240.00 / 1	76.80 / 1	EACH	76.80	
	HAW WURA-3060-LTSA	HAWORTH ITEM RECT WORKSURFACE 30D X 60W	412.00 / 1	131.84 / 1	EACH	131.84	

BRUTZMAN'S OFFICE SOLUTIONS

QUOTE

P.O. BOX 6044  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000720981  
 customer number: 2223700  
 telephone number: (509)222-3700 ext:  
 fax number: (509)222-3717  
 page number: 2  
 order date: 05/08/2009

sold to:  
 BENTON-FRANKLIN OFFICE  
 OF PUBLIC DEFENSE  
 7122 W. OKANOGAN PL. BLDG A  
 KENNEWICK, WA 99336-2359

ship to:  
 0302  
 7122 W. OKANOGAN PL BLDG A  
 KENNEWICK, WA 993362359

special comments/instructions: *Exhibit A*

purchase order	customer representative	invoice terms	sales representative
	JUDY PAXTON, ADM. ASST.	NET 10TH PROX	ANITA CLARK

quantity	mfg/product number	product description	unit price	net price	unit	amount
1	HAW WUCE-4272-LTSAL44	HAWORTH ITEM CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 42 X 72	813.00 / 1	260.16 / 1	EACH	260.16
1	HAW WUCE-4272-LTSAR44	HAWORTH ITEM CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 42 X 72	813.00 / 1	260.16 / 1	EACH	260.16
1	HAW WURA-2436-LTSA	HAWORTH ITEM RECT WORKSURFACE 24D X 36W	218.00 / 1	69.76 / 1	EACH	69.76
1	HAW WURD-3672-LTSA	HAWORTH ITEM D-SHAPED CONVERGENT WORKSURFACE 36D X 72W	544.00 / 1	174.08 / 1	EACH	174.08
3	HAW E2MN-4278-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,42"W X 80"H	923.00 / 1	295.36 / 1	EACH	886.08
2	HAW E2MN-378-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 80"H	852.00 / 1	272.64 / 1	EACH	545.28
1	HAW E2FC-78	HAWORTH ITEM 90DEG FINISH POST,FABRIC,80"H	94.00 / 1	30.08 / 1	EACH	30.08
3	HAW WMK-78	HAWORTH ITEM WALL MOUNT KIT 80"	135.00 / 1	43.20 / 1	EACH	129.60
2	HAW E2DS-4278-BKL	HAWORTH ITEM SINGLE MONO DOOR W/FRAME,SQ TOP CAP,42"W X 78"H	1884.00 / 1	602.88 / 1	EACH	1,205.76
1	HAW E2MN-578-BE	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,60"W X 80"H	1083.00 / 1	346.56 / 1	EACH	346.56
1	HAW E2MN-278-B	HAWORTH ITEM MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 80"H	684.00 / 1	218.88 / 1	EACH	218.88
2	HON626NQ	FILE,6-SHF,LTR,OPEN,LGY	773.00 / 1	463.80 / 1	EA	927.60
		INSTALLATION SERVICES RECEIVE, INSPECT, DELIVER AND ASSEMBLE				548.00

\*\*\*\*\*NOTES\*\*\*\*\*

- >Pricing based on grade A fabrics
- >Vendor: HAWORTH, INC.

BRUTZMAN'S OFFICE SOLUTIONS

QUOTE

P.O. BOX 6044  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000720981  
 customer number: 2223700  
 telephone number: (509)222-3700 ext:  
 fax number: (509)222-3717  
 page number: 3  
 order date: 05/08/2009

sold to:  
 BENTON-FRANKLIN OFFICE  
 OF PUBLIC DEFENSE  
 7122 W. OKANOGAN PL. BLDG A  
 KENNEWICK , WA 99336-2359

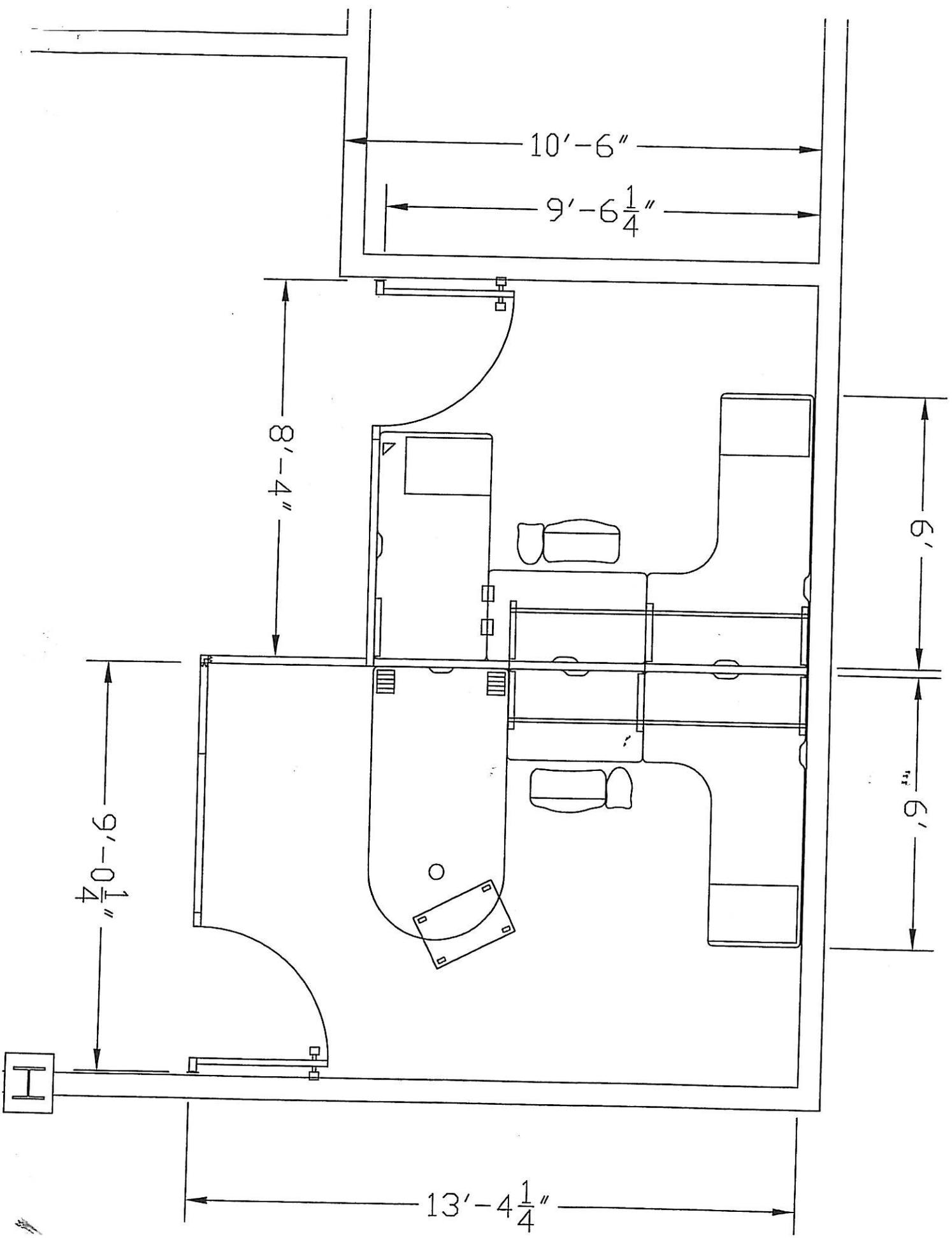
ship to:  
 0302  
 7122 W. OKANOGAN PL BLDG A  
 KENNEWICK , WA 993362359

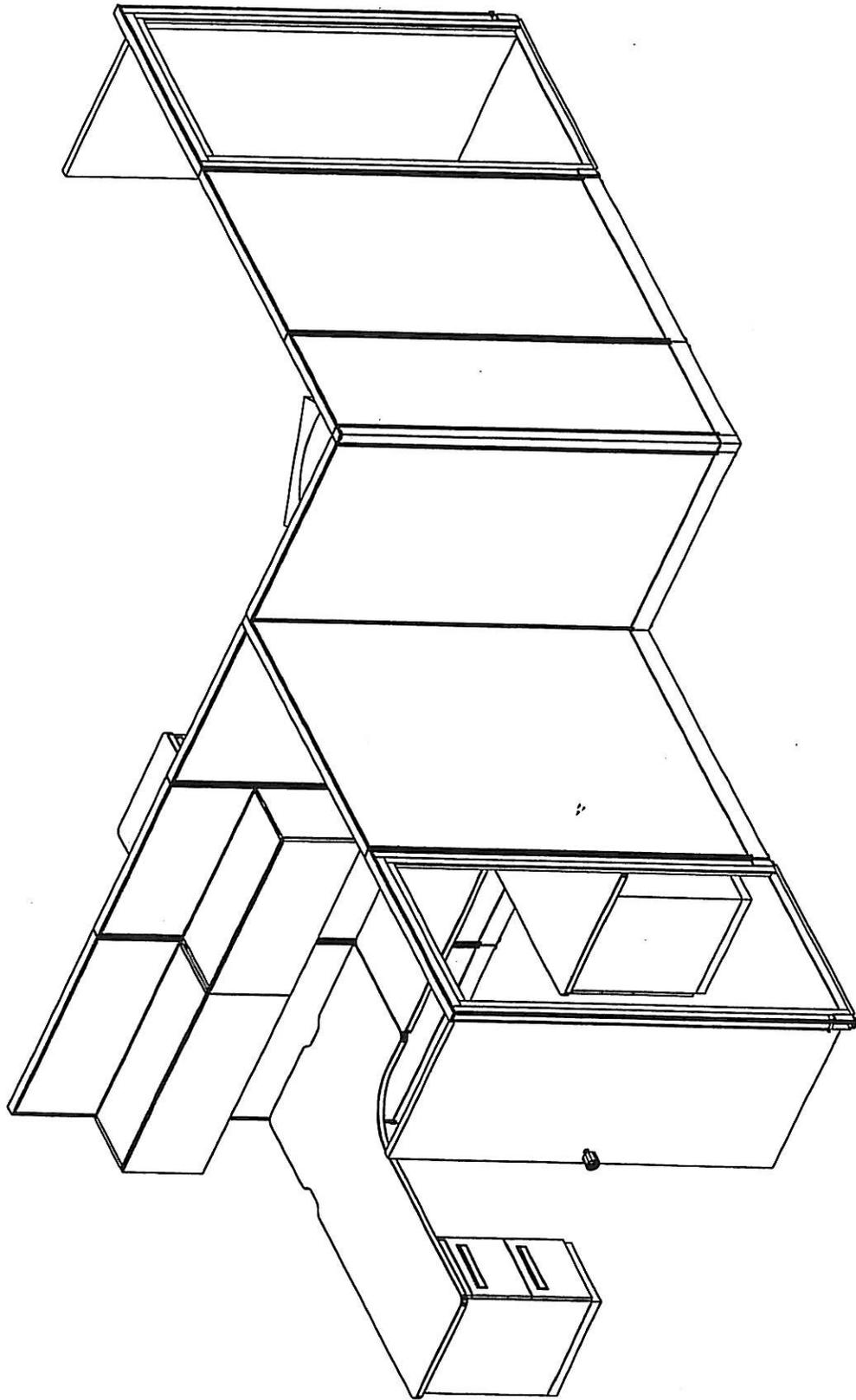
special comments/instructions:

purchase order	customer representative	invoice terms	sales representative			
	JUDY PAXTON, ADM. ASST.	NET 10TH PROX	ANITA CLARK			
quantity	mfg/product number	product description	unit price	net price	unit	amount

>Pricing reflects a 68% discount per U.S. Communities  
 contract #N051016.  
 >Lead Time: 4 to 5 weeks.  
 >FOB Point: Destination

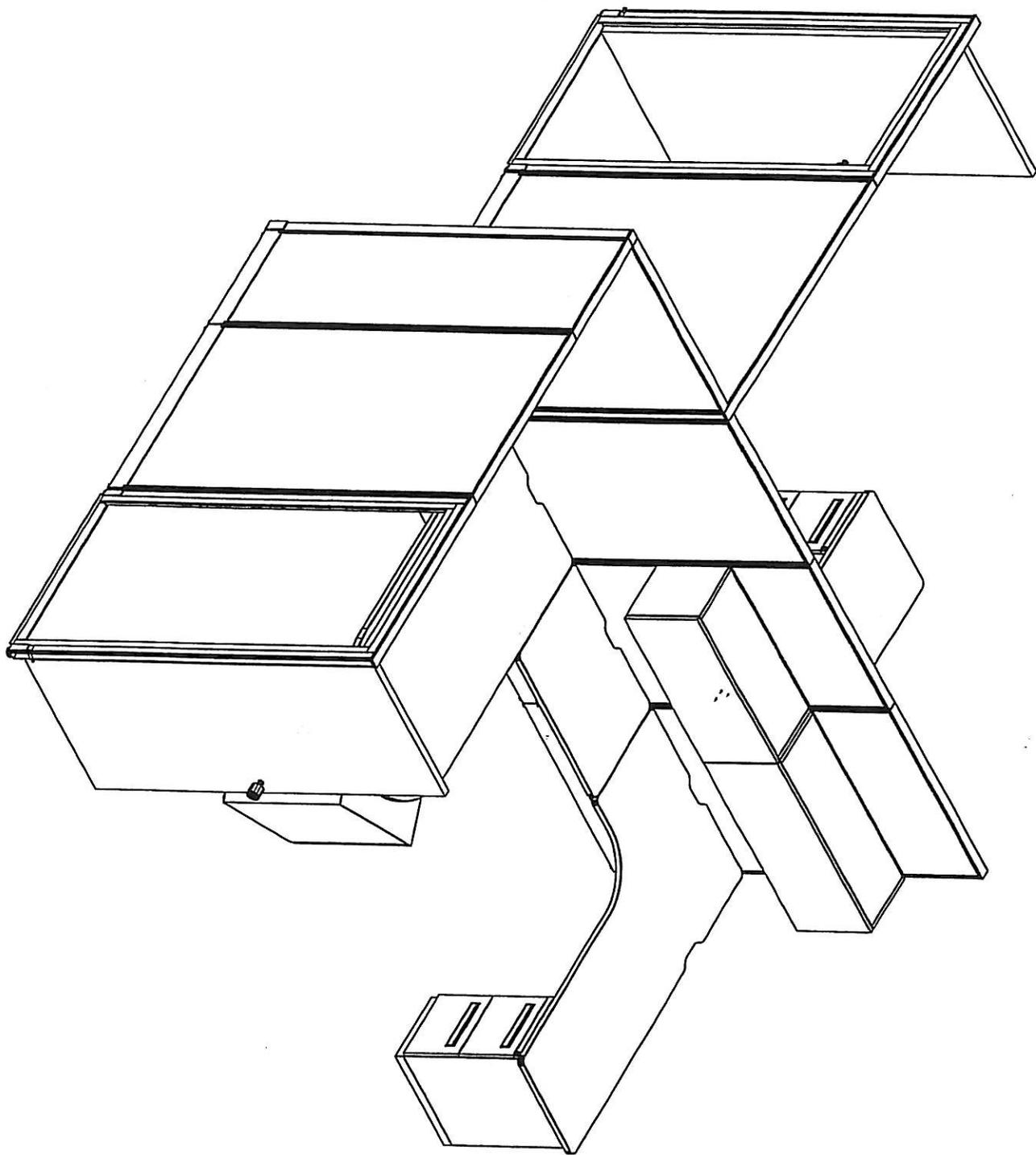
	7,922.64
sales tax	657.58
total	8,580.22

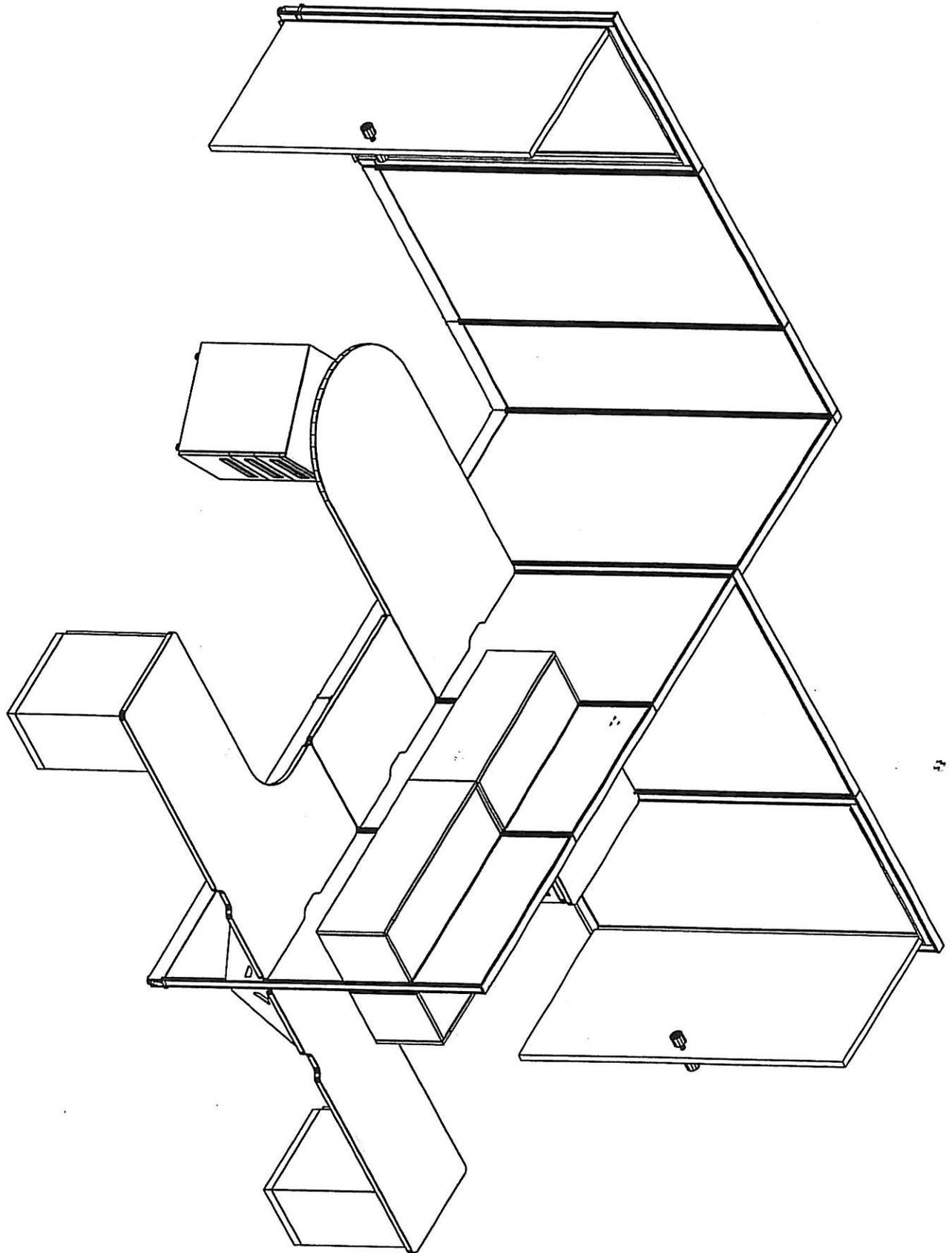


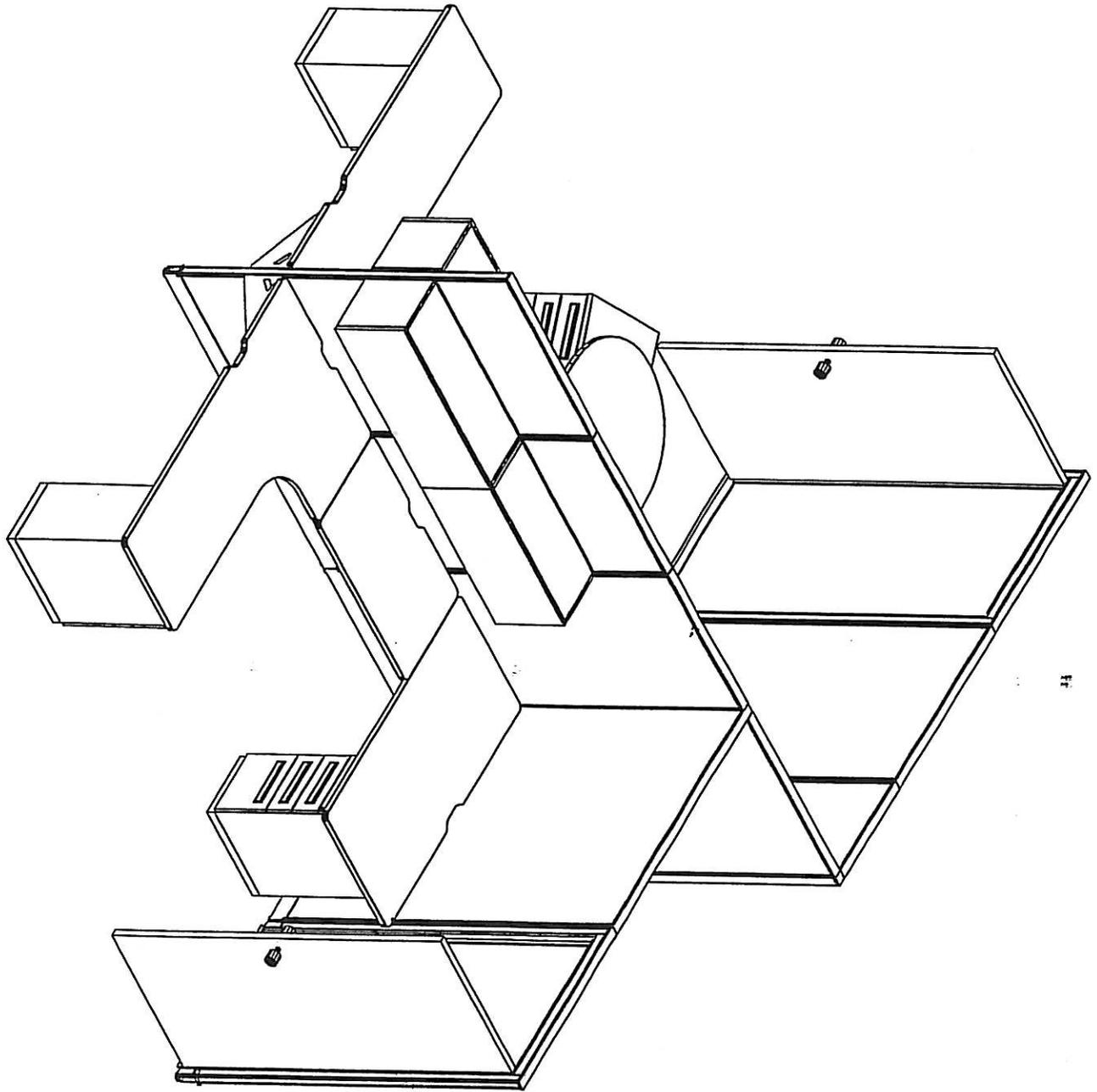


44

11







44

11

# RESOLUTION

9

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

**IN THE MATTER OF AWARDING PURCHASE OF OFFICE FURNITURE FOR PROSECUTING ATTORNEY'S OFFICE REMODEL PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA TO BRUTZMAN'S OFFICE SOLUTIONS**

**WHEREAS**, Resolution 08-132 establishes a uniform process for purchasing materials, equipment, and supplies in amounts valued between \$5,000 and \$25,000; and

**WHEREAS**, the Prosecuting Attorney's Office solicited quotes from qualified vendors on the Vendor List and received the following quotes:

Brutzman's Office Solutions, \$6,700.53 (including WSST)  
Husk Office Furniture, \$6,741.16 (including WSST)  
Bella's Office Furniture, no response

**WHEREAS**, the Prosecuting Attorney's Office reviewed the quotes and recommends awarding the procurement of office furniture to Brutzman's Office Solutions; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners concurs with the recommendation and awards procurement of the office furniture for the Prosecuting Attorney's Office Remodel Project to Brutzman's Office Furniture in the amount of \$6,700.53 including WSST and authorizes the Prosecuting Attorney's office to proceed with such purchase.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

# PROSECUTING ATTORNEY BENTON COUNTY, WASHINGTON

RECEIVED

JUN 03 2009

BENTON COUNTY PROSECUTOR

**ANDY MILLER**  
PROSECUTING ATTORNEY

**RYAN K. BROWN**  
CHIEF DEPUTY, CIVIL

**SCOTT W. JOHNSON**  
CHIEF DEPUTY, CRIMINAL

**TERRY J. BLOOR**  
CHIEF CRIMINAL DEPUTY

**MARGARET AULT**  
ADMINISTRATOR

7122 West Okanogan Place, Bldg. A  
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066  
Prosser Fax

June 2, 2009

**DEPUTIES**  
 JULIE E. LONG  
 TIMOTHY A. SKRRLS  
 ADRIENNE M. FARADEE  
 DAVID H. BROUSSARD  
 ANITA PETRA  
 JENNIFER L. JOHNSON  
 SARAH H. PERRY  
 KATHLEEN B. CALIOTO  
 RONALD D. BOY  
 MEGAN A. BREDEWIG  
 ARTHUR J. HIFKER  
 KRISTIN M. MCROBERTS  
 JENNY L. JOHNSON  
 JONATHAN J. YOUNG  
 ALLISON T. HENITT  
 ERIN WALLACE  
 CHRISTINA M. BENNETT  
 BRENDAN M. SIEPKEN  
 JAYNE W. ROUCHEPAR  
 \*Rule 9

Brutzman's Office Solutions  
 Attn: Ken Brutzman  
 Fax: 735-0330

Re: Office Furniture

Our office is going out for bid on the following items listed below. Please submit your bid to me by **Wednesday, June 3, 2009 at noon.**

You must be on the Benton County Vendor List to bid on these items.

Quantity	Mfg. Product Number	Product Description	Unit Price	Sale Price	Est. Price
12	HON2092SR11T	Chair, MGRL, MB, LEA, BLK/BLK	479.00	261.85	3142.20
1	HON5193NN	Table, Coffee, 20Dx24XW20D	348.00	190.24	190.24
1	QRTTE5476	BOARD, MRKR, 27X48, PRESTIGE, LCH	376.95	206.10	206.10
1	QRTB342G	BOARD, BLTN, 24X12, FOAM, BLK, GPH	52.95	28.85	28.85
4	HON626NQ	FILE, 6-SHELF, LTR, OPEN, LGY 36X757/8"H	773.00	422.57	1690.28
2	HON214PQ	FILE, VERT, 4DWR, LTR W/LOCK, LGY	668.00	365.17	730.34
4	ORTS534	BOARD, MRKR, 48X36, MLMN, ALFR	90.95	49.75	199.00
		<b>Subtotal</b>		6187.01	6187.01
		<b>Tax</b>	8.3%	513.52	
		<b>TOTAL</b>		6700.53	

Installation = Delivery & Setup = \$ 396.00

### HUSK OFFICE FURNITURE & SUPPLIES

327 W. Clark St. Pasco, WA 99301  
Fax (509) 547-8215 Phone (509) 547-7593 Email [order@huskoffice.com](mailto:order@huskoffice.com)  
Furniture Proposal

Benton County Prosecuting Attorney  
Margaret Ault

Contact:  
Greg Banks: [gregb@huskoffice.com](mailto:gregb@huskoffice.com)  
Ben Klem: [benk@huskoffice.com](mailto:benk@huskoffice.com)

735-3591  
Fax

6/3/09

	Stock #		List Price EA	Sales Price EA	Total	Catalog Page #
12	EA HON 2092SR11T	Chair, MGRL Mid back Blk Lea	479.00	258.66	3103.92	
1	EA HON 5193NN	End Table 24"wx 20"dx 20"h Color - Mahogany	348.00	187.92	187.92	
1	EA QRT TE547M	Marker Board 72"x48", Prestige Frame Color - Mahogany	376.95	260.46	260.46	
1	EA QRT B342G	Foam Board 12"wx24"h Add On Board for 24"h Prestige dry erase board	52.95	37.74	37.74	
4	EA HON 626NQ	6 Shelf Open Shelf File Lt Gray	773.00	417.42	1669.68	
2	EA HON 214PQ	Vert File Cbnt, 4Dr Letter size 28-1/2"deep, Lt Gray	668.00	360.72	721.44	
4	EA QRT S534	Marker Board 48"x36", Std Aluminum Frame, Melamine	90.95	60.84	243.36	
0	EA			0.00	0.00	
All prices include set up and delivered to Ground Floor in Kennewick						
All Boards Delivered in carton and not installed						
Prices Good for 30 Days						
Please allow 5 to 8 Working days from date of order for delivery						
Factory items take 4 to 6 Weeks						
				Sub Total	6224.52	
				Tax 8.3%	516.64	
				Total	6741.16	

**PROSECUTING ATTORNEY  
BENTON COUNTY, WASHINGTON**

**ANDY MILLER**  
PROSECUTING ATTORNEY

**RYAN K. BROWN**  
CHIEF DEPUTY, CIVIL

**SCOTT W. JOHNSON**  
CHIEF DEPUTY, CRIMINAL

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7122 West Okanogan Place, Bldg. A  
Kennewick, Washington 99336

(509) 735-3591

786-5608    736-3066  
Prosser        Fax

June 2, 2009

**DEPUTIES**

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TIMOTHY A. SKEELS  
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JONATHAN J. YOUNG  
ALLISON T. HEWITT  
ERIN WALLACE  
CHRISTINE M. BENNETT  
BRENDAN M. SIEFKEN  
JAYNE W. BOUCHFAA\*  
\*Rule 9

Husk Office Furniture & Supplies  
Fax: 547-8215

Re: Office Furniture

Our office is going out for bid on the following items listed below. Please submit your bid to me by **Wednesday, June 3, 2009 at noon.**

You must be on the Benton County Vendor List to bid on these items.

Quantity	Mfg/product number	Product Description	List Price (Each)	Sale Price (Each)
12	HON2092SR11T	Chair, MGRL, MB, LEA, BLK/BLK		
1	HON5193NN	Table, Coffee, 20Dx24XW20D		
1	QRTTE547M	BOARD, MRKR, 27X48, PRESTIGE, LCH		
1	QRTB342G	BOARD, BLTN, 24X12, FOAM, BLK, GPH		
4	HON626NQ	FILE, 6-SHELF, LTR, OPEN, LGY 36X757/8"H		
2	HON214PQ	FILE, VERT, 4DWR, LTR W/LOCK, LGY		
4	QRTS534	BOARD, MRKR, 48X36, MLMN, ALFR		
		<b>Subtotal</b>		
		<b>Tax</b>		
		<b>TOTAL</b>		

# PROSECUTING ATTORNEY BENTON COUNTY, WASHINGTON

**ANDY MILLER**  
PROSECUTING ATTORNEY

**RYAN K. BROWN**  
CHIEF DEPUTY, CIVIL

**SCOTT W. JOHNSON**  
CHIEF DEPUTY, CRIMINAL

**TERRY J. BLOOR**  
CHIEF CRIMINAL DEPUTY

**MARGARET AULT**  
ADMINISTRATOR

7122 West Okanogan Place, Bldg. A  
Kennewick, Washington 99336

(509) 735-3591

786-5608    736-3066  
Prosser        Fax

June 2, 2009

**DEPUTIES**

JULIE E. LONG  
TIMOTHY A. SKEELS  
ADRIENNE N. FARABEE  
DAVID S. BROUSSARD  
ANITA PETRA  
JENNIFER L. JOHNSON  
SARAH H. PERRY  
KATHLEEN B. GALIOTO  
RONALD D. BOY  
MEGAN A. BREDEWEG  
ARTHUR J. BIEKER  
KRISTIN M. MCROBERTS  
JENNY L. JOHNSON  
JONATHAN J. YOUNG  
ALLISON T. HEWITT  
ERIN WALLACE  
CHRISTINE M. BENNETT  
BRENDAN M. SIEFKEN  
JAYNE W. BOUCHFAA\*  
\*Rule 9

Bella's Office Furniture  
Fax: 736-3920

Re: Office Furniture

Our office is going out for bid on the following items listed below. Please submit your bid to me by **Wednesday, June 3, 2009 at noon.**

You must be on the Benton County Vendor List to bid on these items.

Quantity	Mfg/product number	Product Description	List Price (Each)	Sale Price (Each)
12	HON2092SR11T	Chair, MGRL, MB, LEA, BLK/BLK		
1	HON5193NN	Table, Coffee, 20Dx24XW20D		
1	QRTTE547M	BOARD, MRKR, 27X48, PRESTIGE, LCH		
1	QRTB342G	BOARD, BLTN, 24X12, FOAM, BLK, GPH		
4	HON626NQ	FILE, 6-SHELF, LTR, OPEN, LGY 36X757/8"H		
2	HON214PQ	FILE, VERT, 4DWR, LTR W/LOCK, LGY		
4	QRTS534	BOARD, MRKR, 48X36, MLMN, ALFR		
		<b>Subtotal</b>		
		<b>Tax</b>		
		<b>TOTAL</b>		

**PROSECUTING ATTORNEY  
BENTON COUNTY, WASHINGTON**

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KRISTIN M. MCROBERTS  
JENNY L. JOHNSON  
JONATHAN J. YOUNG  
ALLISON T. HEWITT  
ERIN WALLACE  
CHRISTINE M. BENNETT  
BRENDAN M. SIEFKEN  
JAYNE W. BOUCHFAA  
\*Rule 9

Brutzman's Office Solutions  
Attn: Ken Brutzman  
Fax: 735-0330

Re: Office Furniture

Our office is going out for bid on the following items listed below. Please submit your bid to me by Wednesday, June 3, 2009 at noon.

You must be on the Benton County Vendor List to bid on these items.

Quantity	Mfg/product number	Product Description	List Price (Each)	Sale Price (Each)
12 p. 152	HON2092SR11T	Chair, MGRL, MB, LEA, BLK/BLK		
1 p. 115	HON5193NN	Table, Coffee, 20Dx24XW20D		
1 p. 283	QRTTE547M	BOARD, MRKR, 27X48, PRESTIGE, LCH		
1 p. 283	QRTB342G	BOARD, BLTN, 24X12, FOAM, BLK, GPH		
4 p. 216	HON626NQ	FILE, 6-SHELF, LTR, OPEN, LGY 36X757/8"H		
2 p. 220	HON214PQ	FILE, VERT, 4DWR, LTR W/LOCK, LGY		
4 p. 282?	QRTS534	BOARD, MRKR, 48X36, MLMN, ALFR		
		Subtotal		
		Tax		
		TOTAL		

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/8/09</u> Subject: BF Mounted Posse	Execute Contract Pass Resolution                    X Pass Ordinance Pass Motion Board Direction	Consent Agenda                    X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: <u>cmb</u> Reviewed by: <u>lsk</u>		

**BACKGROUND INFORMATION**

Attached for Board review is an Addendum to the Lease Agreement with the Benton Franklin Mounted Sheriff's Posse Resolution 09-121. This Addendum allows the Benton Franklin Mounted Sheriff's Posse to hold their annual horse riding meets at the Fairgrounds on May 28, June 1, 4, 9, 11, 15, 18, 23, 2009 from 4:00 pm until 9:00 pm. On these dates the Mounted Sheriff's Posse would like to have the 4-H Arena watered and worked, therefore are in agreement to pay an additional \$62.00 for each date listed above or a total days eights.

The Deputy County Administrator recommends approval of the Lease Agreement Amendment with the Benton Franklin Mounted Sheriff's Posse.

**RECOMMENDATION**

Move the Lease Agreement Amendment with the Benton Franklin Mounted Sheriff's Posse be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE ADDENDUM TO LEASE AGREEMENT  
BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE BENTON  
FRANKLIN MOUNTED SHERIFF'S POSSE RESOLUTION 09-121**

**WHEREAS**, the Benton Franklin Mounted Sheriff's Posse will provide the Benton County Fairgrounds \$496.00 to hold horse riding meets at the Fairgrounds on May 28, June 1, 4, 9, 11, 15, 18, 23, 2009, and

**WHEREAS**, compensation potentially represents an increase to their original rate for the facilities being leased, and per Resolution 09-121, the agreement must be approved by the Board of Benton County Commissioners; and

**WHEREAS**, the Benton County Deputy Administrator recommends the Benton Franklin Mounted Sheriff's Posse Addendum to the Lease Agreement be approved; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Addendum to the Lease Agreement with the Benton Franklin Mounted Sheriff's Posse shall be granted; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Addendum to the Lease Agreement with the attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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



**SUMMARY OF FEE(S) (additional summary of fees)**

<b>Damage/Cleaning Deposit</b>	\$ <u>0</u>
<b>Building(s)/Area Fees</b>	\$ <u>496.00</u>
<b>Equipment Fees</b>	\$ <u>0</u>
<b>Insurance Fees</b>	\$ <u>0</u>
<b>Security Fees</b>	\$ <u>0</u>
<b>Refuse Disposal Fees</b>	\$ <u>0</u>
<b>Other Fees</b>	\$ <u>0</u>

**TOTAL FEE: \$ 496.00**

With the exception of the above, all remaining terms and conditions in the underlying agreement shall remain the same. Any conflicts between the underlying agreement and this amendment should be resolved in favor of this amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed as follows:

**LESSOR: BENTON COUNTY**

**LESSEE: Benton Franklin Mounted Sheriff's Posse**

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

BY: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecutor



AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 06-08-09 F/C 06-15-09		
SUBJECT: Signature on Contract Amendment with ARAMARK Correctional Services		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center a current contract with ARAMARK Correctional Services for detention food services. Under Section 2 (Duration of Contract) of the current contract, a request for proposal for Detention Food Services has been let which will not close until June, a new contract with the selected vendor cannot be in place before the end of July. The current ARAMARK contract, which expires June 30, 2009, needs to be extended until July 31, 2009 to accommodate the gap. This amendment is to extend the term of the original contract to July 31, 2009.

**SUMMARY**

ARAMARK continues to provide for food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit and agrees to this extension.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners approve the Food Services Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and ARAMARK Correctional Services, as written.

**FISCAL IMPACT**

The food service rates are included in Juvenile's 2008 approved budget and 2009 proposed budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Food Services Contract Amendment between ARAMARK Correctional Services and the Benton-Franklin Counties Juvenile Justice Center.

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 CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Food Service Contract Amendment, extending the existing contract to July 31, 2009, between ARAMARK Correctional Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing June 30, 2009 and terminating on July 31, 2009, NOW, THEREFORE

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

DATED this 8<sup>th</sup> day of June 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15<sup>th</sup> day of June 2009  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest: \_\_\_\_\_  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

\_\_\_\_\_  
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

## FOOD SERVICE CONTRACT AMENDMENT

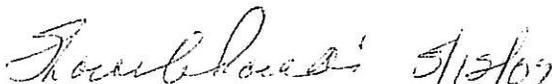
This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for 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 ARAMARK Correctional Services, LLC., with its principal offices located at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 06 477 and executed on August 28, 2006, and Franklin County Resolution No. 2006 428 and executed on August 30, 2006 (the "Contract"), the parties agree to amend Section 2 of the Contract ("Duration of Contract") as follows:

1. The parties agree to extend the Contract for an additional one-month period, from June 30, 2009, to **July 31, 2009**.

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

This Amendment shall be effective upon execution by the parties.

<b>ARAMARK Correctional Services, LLC.</b> ARAMARK Tower 1101 Market Street Philadelphia, PA 19107	<b>Benton Franklin Counties</b> <b>Juvenile Justice Center</b> 5606 W Canal PL STE 106 Kennewick WA 99336-1388
	
David Kimmel, Vice President, Finance      Date <u>5/22/09</u>	Sharon A. Paradis      Date <u>5/12/09</u>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p>_____          Sarah Perry, Deputy Prosecuting Attorney      Date</p> <p>By: _____          Name: <u>Max E. Benitz, Jr</u>          Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u>  <u>Ryan Verhulp, Civil Deputy Prosecuting Attorney</u>      Date</p> <p>By: _____          Name: <u>Rick Miller</u>          Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

K

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <input checked="" type="checkbox"/>
MEETING DATE: B/C 06-08-09 F/C 06-15-09	Executive Contract XX	PUBLIC HEARING
SUBJECT: Interpreter Services - Maria Vera	Pass Ordinance XX	1 <sup>st</sup> DISCUSSION
Prepared By: Donna A. Lee	Pass Motion	2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

**BACKGROUND INFORMATION**

Maria Vera is a court certified Spanish Interpreter for Medical, Social and Court matters in the State of Washington. By law we are required to provide interpreting services to defendants and families during court proceedings. Ms. Vera has currently been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center for the last six months. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period of June 8, 2009 and through December 31, 2009 with an annual renewable option.

**SUMMARY**

Ms. Vera is a court certified Spanish Interpreter, in the State of Washington, for medical, social and court matters. Compensation is set forth in the actual contract.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Maria Vera.

**FISCAL IMPACT**

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2009 Budget.

**MOTION**

I move that the Board of Commissioners sign the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Maria Vera.

**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 PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND MARIA VERA, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Maria Vera and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing June 8, 2009 and terminating on December 31, 2009 with annual renewable options, **NOW, THEREFORE**

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

**DATED** this 8<sup>th</sup> day of June 2009  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 15<sup>th</sup> day of June 2009  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

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

## PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND MARIA VERA

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, 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 99336-1388 (hereinafter collectively referred to as "Counties"), and Maria Vera, with her principal office 164 Columbia Road, Burbank, WA 99323 (hereinafter referred to as "Contractor").

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

### 1. DURATION OF CONTRACT

The term of this Contract shall be June 8, 2009, through December 31, 2009, and will renew for successive one-year periods on January 1 of each year unless the Counties notifies the Contractor no later than November 1 that the Counties is not renewing this Contract for the following year. 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.

### 2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. Provide interpreting services to defendants and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.
- B. The total hours of services provided by Contractor under this Contract is not to exceed 120 hours per month without prior written authorization from the Juvenile Court Administrator, Intervention/Legal Processing Manager, and/or his/her designee.

- C. The Contractor agrees to provide its own labor and materials. The Counties will not supply any material, labor, or facilities unless otherwise provided for in this Contract.
- D. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- E. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- F. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

**3. 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:
  - Maria Vera**
  - 164 Columbia Road**
  - Burbank, WA 99323**
  - Phone: (509) 947-2338**
  - Fax: (509) 545-4700**
  - E-mail: mavera@charter.net**
  
- B. For Counties:
  - Sharon Paradis, Administrator**
  - Benton-Franklin Juvenile Justice Center**
  - 5606 W. Canal Place, Suite 106**
  - Kennewick, WA 99336**
  - Phone: (509) 736-2722**
  - Fax: (509) 222-2311**
  - E-mail: sharon.paradis@co.benton.wa.us**

**4. COMPENSATION**

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

- A. Except as provided in Section 4.B. below, 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.

- B. If the Administrative Office of the Courts provides the Counties with funding for interpreters, the Counties may, in its discretion, increase the compensation rate in Section 4.A. from \$40.00 per hour to \$50.00 per hour, subject to continued funding. If that funding is provided and subsequently withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour
- C. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- D. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- E. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- F. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- G. Unless otherwise provided 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.

**5. 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 Counties.
- B. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

## 6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, 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 Counties, its officers, officials, employees or agents.
- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future 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.

## 7. INSURANCE

- A. **Professional Legal Liability:** The Contractor shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy-limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing,

monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, 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 Counties for recovery of damages to the extent they are covered by workers compensation, employer's 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 Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. 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 Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

C. **Other Insurance Provisions: Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. Benton and Franklin Counties, 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 professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. **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 current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. 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 Counties with properly executed and unaltered Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

2. The Contractor shall furnish the Counties 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 Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator  
Benton Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
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 or Franklin 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 Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

## **8. TERMINATION**

- A. Either party in its sole discretion may terminate this Contract by giving sixty (60) days written notice by certified mail to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice by certified mail to the other party. In the event this Contract is terminated prior to the end of the contract term, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with 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 Counties 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 Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.

- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

**9. 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 Counties.
- 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.

**10. 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.

**11. 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 Counties. 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 Four of this Contract, and the Contractor is not entitled to any Counties 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 Counties 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 Counties.

- 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 Counties' contract representative or designee.

## 12. COMPLIANCE WITH LAWS

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

## 13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract:

### A. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

### B. Sexual Misconduct

- (1) The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
- (2) The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

**14. INSPECTION OF BOOKS AND RECORDS**

The Counties 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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

- A. All reports, 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 Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties 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. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, 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 Counties of any notice of such claim.

**18. DISPUTES**

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' 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 Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties 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, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

21. **SUCCESSORS AND ASSIGNS**

The Counties, 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.

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

<b>Contractor</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
<i>Maria Vera</i> 5/29/09	<i>Sharon A. Paradis</i> 5/29/09
<b>Maria Vera</b> <b>Date</b>	<b>Sharon A. Paradis</b> <b>Date</b>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form: <i>[Signature]</i> 5/28/09 Sarah Perry, Deputy Prosecuting Attorney      Date	Approved as to Form: Agreed Review Performed by Benton County Ryan Verhulp, Civil Deputy Prosecuting Attorney      Date
By: _____ Name: <u>Max E. Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

# RESOLUTION

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**  
**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF APPROVING A LEASE AGREEMENT FOR A COPIER FROM XEROX CORPORATION FOR THE BENTON COUNTY OFFICE OF PUBLIC DEFENSE**

**WHEREAS**, the Benton County Office of Public Defense has a need for a multi-function copier and printer to support its staff including staff attorneys who will be hired shortly;

**WHEREAS**, Indigent Defense Coordinator Eric Hsu has researched the copiers available through Washington State Contract #03706 which provides copier leases to local government agencies on very favorable terms and at very competitive rates;

**WHEREAS**, after reviewing the available makes and models, and after conferring with other departments who have used various makes and models as available from Contract #03706 it has been determined that Xerox Model W5030PH best meets the needs of the Benton County Office of Public Defense;

**NOW THEREFORE,**

**BE IT RESOLVED**, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the annexed Lease Agreement with Xerox, Corporation, incorporating the terms of Washington State Contract #03706 in the lease of one (1) Model W5030PH multi-function copier/printer for a period of 48 months at the rate of \$113.19 per month with all supplies and consumables included.

Dated this ..... day of ....., 20 .....

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

\_\_\_\_\_  
Chairman Pro-Tem

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

Attest: .....  
Clerk of the Board

cc: Original-Benton County  
Copy-Benton Franklin Counties Office of Public Defense, Rosemary Ozuna

# Lease Agreement



Customer: JUDICIARY COURTS OF  
 Bill To: THE STATE OF WA  
 7122 W Okanogan Pl  
 Kennewick, WA 99336-2359  
 Tax ID#: 91  
 Negotiated Contract : 072307100

Customer: JUDICIARY COURTS OF  
 Install: THE STATE OF WA  
 7122 W Okanogan Pl  
 Kennewick, WA 99336-2359



Photo for Display Only

State of WA Contract # 03706W

Solution			
Item	Product Description	Agreement Information	Requested Install Date
1. W5030PH	(W5030 PRNT W/HCF) - Office Finisher - Ntw Scan W/email - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	6/15/2009

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W5030PH	\$113.19	1: Total	All Prints	\$0.0089	- Consumable Supplies Included for all prints
Total	\$113.19	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.	
Signer: Chairman of the Benton County	Phone: (509)737-3521
Signature: _____	Date: _____
Thank You for your business! This Agreement is proudly presented by Xerox and <b>Bruce Rawlins</b> (509)736-0844 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	

## **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**

Contractors may offer discounts or price breaks on the services, purchase prices, leases and rental plans to those customers who require placement of five (5) or more machines at one time, or who through their actions are modifying a fleet of five or more machines. Modifications may be in the form of alternate payment structures, or alternate service requirements. Such modifications must offer users a program at least as valuable as that established in the award of the contract.

Proposals involving modifications which add additional value elements, must be approved in advance of order placement by the Contract Administrator. Thirty days are to be allotted for this consideration.

- B. Bulk buy proposals may contain a minor amount of material not specifically specified in the contract. Qualifying material would be accessories, software, cable, and attendant machines or devices needed to complete the intended placement. This additional material must be such that it is normally and customarily offered by the Contractor. In no case shall the value of such additions exceed twenty percent of the value of the new equipment, or represent equipment listed on another mandatory state contract. The price for such additions must represent a reasonable value in the opinion of the Contract Administrator.
- C. Before taking advantage of the Bulk Placement provision, users and Contractors will attach documentation to their PO copies of the Contract Administrator's letter of approval and maintain it for auditor's review. Clients are encouraged to seek a print assessment to baseline their print needs, and are encouraged to seek proposals for Bulk Placements from several Contractors.

## **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.

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# RESOLUTION

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_  
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF APPROVING PAYMENT TO INDIGENT DEFENSE ATTORNEY TODD HARMS FOR PROFESSIONAL SERVICES RENDERED**

**WHEREAS**, the Benton County Office of Public Defense is statutorily obligated to provide indigent defense services to indigent defendants in Benton County Superior Court and has a regularly contracted panel of private attorneys, including attorney Kevin Holt, to provide such services;

**WHEREAS**, effective November, 2008, Kevin Holt received activation orders and was placed on military leave pursuant to article 21(c) of his indigent defense contract;

**WHEREAS**, according to Kevin Holt, then existing Indigent Defense Coordinator Rafael Gonzalez provided him with verbal permission to assign his contract to attorney Todd Harms even though such assignment is contrary to the express provisions of the contract;

**WHEREAS**, as contemplated by Kevin Holt and Rafael Gonzales, Todd Harms started providing services pursuant to Kevin Holt's contract and was compensated through Kevin Holt's contract, and for the month of December, 2008 was assigned 7 cases;

**WHEREAS**, once Rafael Gonzales' mistake was discovered and the non-assignment provision of Kevin Holt's indigent defense contract was brought to light, compensation on Kevin Holt's contract was suspended pursuant to article 21(c) of the contract and as a result, neither Kevin Holt nor Todd Harms were compensated for the month of December, 2008;

**WHEREAS**, despite the lack of compensation to either Kevin Holt or Todd Harms for the month of December, 2008, Todd Harms continued to make regular court appearances and represent indigent defendants whose cases he had already been assigned;

**WHEREAS**, Todd Harms' suitability as a temporary replacement attorney for Kevin Holt was evaluated in December, 2008 and, once he was determined to be suitable, a temporary indigent defense contract, effective January 1, 2009, was executed with him;

**WHEREAS**, between services provided by Todd Harms and Kevin Holt in the year 2008, the total cases represented totaled over 140 cases, which was the approximate average number of cases assigned to any given full-time indigent defense attorney on Benton County's Superior Court defense panel in 2008;

**NOW THEREFORE,**

**BE IT RESOLVED**, that payment, in the amount of \$6,250, representing one full month's compensation at the rate applicable for calendar year 2008, be made to compensate attorney Todd Harms for professional legal services rendered in the month of December, 2008.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

\_\_\_\_\_  
**Chairman Pro-Tem**

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

**Attest:** . . . . .  
**Clerk of the Board**

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 08 Jun 2009</b> <b>Subject: HRP Garage</b> <b>Memo Date: 03 Jun 2009</b> <b>Prepared By: AJF</b> <b>Reviewed By: RTR, LSK</b>	<b>Execute Contract</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY & BACKGROUND**

A three-phased project has been planned for the Compound and residence area at Horn Rapids Park that would upgrade the facilities and expand capacity. The project is endorsed by the Benton County Park Board and is included in the County's *Capital Facilities Plan*.

The three phases include: 1) Construction of a garage and storage building to the north of the residence; 2) Expansion of the Shop and secured lay-down yard; 3) Asphaltting of the driveway.

Given the draw-down of the Park Development Fund, staff anticipates completing only "phase one" in the near term. Other phases will be addressed as funding becomes available in the future.

Specifications were provided by staff to three companies on the Vendor's List. One, Seifken and Sons, did not respond. Two others did respond:

Schierman Construction responded with an extremely low quote. We were expecting something in the \$35k-40k range, and the Schierman quote was \$24k (without WSST). We then asked Schierman to provide a little more detail via fax, and that never came. Two follow-up phone messages went unreturned. Due to the low quote, the lack of communication, and the "one man operation" nature of the company, staff is uneasy with this contractor and does not have a lot of confidence in their ability to complete the work on-time and on-budget.

Fowler Construction provided a quote that was a little higher than hoped -- \$44k. However, we are confident that the Fowler quote is complete and that it includes all prevailing wage requirements, permit fees, and WSST. Fowler has completed three projects at Horn Rapids alone, and other projects throughout the County. Staff has confidence in Fowler's ability to complete the job and respond to the County's needs. As such, the Facilities Manager and the Community Development Coordinator are recommending that the County *not* take the lower quote, and instead contract with Fowler Construction for this project. The resolution drafted for Commissioner review reflects this.

**FISCAL IMPACT**

The Fowler bid is for \$44,113. The project will be paid entirely from the Park Development Fund.

###

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF AWARDING THE CONSTRUCTION OF A GARAGE AND STORAGE FACILITY AT HORN RAPIDS PARK

**WHEREAS**, the Benton County Facilities and Parks Department solicited proposals per Resolution 08-133 from firms listed on the Benton County Small Works Roster for the construction of a garage and storage building as part of the maintenance compound upgrades at Horn Rapids Park; and,

**WHEREAS**, Benton County received proposals from Schierman Construction (Kennewick, WA) in the amount of \$24,750.00 (+ WSST); Fowler General Construction, Richland, WA, in the amount of \$44,113.00; and Seifken and Sons (Richland, WA) did not respond; and,

**WHEREAS**, Schierman Construction is apparently the lower bidder, however staff did not believe their proposal was complete and they did not respond after several attempts to contact them for clarification; and,

**WHEREAS**, Parks Department Manager recommends awarding the work to Fowler General Construction, Inc. as the most responsible bidder with a known, positive track record on similar construction projects with the County; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board awards the construction of the Horn Rapids Park garage and storage building to Fowler General Construction, Inc. in the amount of \$44,113.00 including WSST; pending successful negotiation of a construction contract; and,

**BE IT FURTHER RESOLVED** that the Board hereby authorizes staff to prepare the necessary contracting documents to be placed on the Consent Agenda at a later date.

Dated this day \_\_\_\_\_ of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**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, Local Agency Agreement (LAG) No. LA 4196 was approved and executed by the Board on August 18, 1999 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 \$1,342,430; and

WHEREAS, Local Agency Agreement Supplement Four to the LAG has been prepared for this project to obligate the additional funding for construction ; NOW THEREFORE,

BE IT RESOLVED that Supplement Four to LAG LA 4196 be and hereby is approved and the Chairman is hereby authorized to execute said Supplement on behalf of Benton County.

Dated this 8th day of June, 2009.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

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

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

RBD:BLT:hlm



Agency <b>BENTON COUNTY</b>		Supplement Number <b>FOUR</b>
Federal Aid Project Number <b>STPR-A031-(001)</b>	Agreement Number <b>LA4196</b>	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on AUGUST 18, 1999  
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**Project Description**

Name WEBBER CANYON ROAD CE 1620 CRP Length 3.35 MILES

Termini DENNIS ROAD TO KIONA CITY LIMITS

Description of Work  No Change

**Reason for Supplement**

SUPPLEMENT WILL ENABLE BENTON COUNTY TO OBLIGATE ADDITIONAL FEDERAL DOLLARS TO CONSTRUCTION.

Does this change require additional Right of Way or Easements?  Yes  No

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 % Federal Aid Participation Ratio for PE	a. Agency	294,240.00		294,240.00	39,722.00	254,518.00
	b. Other					
	c. Other					
	d. State	3,000.00		3,000.00	405.00	2,595.00
	e. Total PE Cost Estimate (a+b+c+d)	297,240.00		297,240.00	40,127.00	257,113.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction 86.5 % Federal Aid Participation Ratio for CN	k. Contract	1,668,400.00	1,551,942.00	3,220,342.00	434,746.00	2,785,596.00
	l. Other Non-participating	3,674,494.00	-1,551,942.00	2,122,552.00	2,122,522.00	0.00
	m. Other					
	n. Other					
	o. Agency	100,000.00		100,000.00	100,000.00	0.00
	p. State	5,000.00		5,000.00	675.00	4,325.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	5,447,894.00		5,447,894.00	2,657,943.00	2,789,921.00
	r. Total Project Cost Estimate (e+j+q)	5,745,134.00		5,745,134.00	2,698,070.00	3,047,034.00

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

Agency Official

Washington State Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title CHAIRMAN OF THE BOARD

Director of Highways and Local Programs

Date Executed \_\_\_\_\_

P

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE AWARD OF A GRANT BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY TO BENTON COUNTY FOR THE PURPOSE OF SHARING THE COSTS OF OPERATION OF THE BENTON COUNTY SHERIFF'S OFFICE, SHERIFF CUSTODY DEPARTMENT 120, WORK CREW III

WHEREAS, the Benton County Sheriff's Office completed a grant application for the 2009/2011 Community Litter Cleanup Program from the Department of Ecology with a funding amount of \$90,492 to be used towards the cost of operating Work Crew III; and

WHEREAS, the Benton County Sheriff's Office has been awarded a cost sharing grant not to exceed \$90,492 to assist in the cost of operating Work Crew III; and

WHEREAS, The Benton County Sheriff's Office wish to continue utilizing the Washington State Department of Ecology Community Litter Program for the period of July 1, 2009 to June 30, 2011; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the attached Community Litter Cleanup Program Contract No. C1000029; and

BE IF FURTHER RESOLVED that the term of the attached contract commences July 1, 2009 and expires on June 30, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, PA (Rosemary), Dept of Ecology

Prepared by: K Mercer



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

Central Regional Office • 15 West Yakima AVE, Suite 200 • Yakima, Washington 98902 • (509) 454-7209

May 29, 2009

Captain Al Thompson  
Benton County Sheriff's Office  
7122 West Okanogan Place  
Kennewick, WA 99336

Re: Community Litter Cleanup Program -- Contract No. C1000029

Dear Ms. Harn:

The enclosed contract agreement will provide up to **\$90,492.00** of funding from the Waste Reduction, Recycling, and Model Litter Control Account to **Benton County Sheriff's Office** for Community Litter Cleanup Program activities. If you find the contract satisfactory, please have both copies signed by the appropriate authorized official and returned to this office as soon as possible. The contract becomes effective upon signature by Laurie Davies, Program Manager for the Solid Waste and Financial Assistance Program.

Please contact me at 509-454-7209 or e-mail rhan461@ecy.wa.gov if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Rod Hankinson".

Rod Hankinson  
Regional Litter Administrator  
Solid Waste & Financial Assistance Program

Enclosures

cc: Contract File

INTERAGENCY AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
BENTON COUNTY SHERIFF'S OFFICE

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and BENTON COUNTY SHERIFF'S OFFICE, hereinafter referred to as the PROVIDER. The purpose of this agreement is to provide funding for the PROVIDER's Community Litter Cleanup Program.

PROVIDER ADDRESS	Benton County Sheriff's Office 7122 West Okanogan Place Kennewick, WA 99336
PROVIDER PROJECT COORDINATOR	Captain Al Thompson
TELEPHONE	(509) 735-6555 x 3290
FAX	(509)783-5852
E-MAIL	Al.Thompson@co.benton.wa.us
ECOLOGY PROJECT OFFICER	Rod Hankinson
TELEPHONE	509-454-7209
FAX	509-575-2809
E-MAIL	rhan461@ecy.wa.gov
FUNDING SOURCE	Waste Reduction, Recycling, & Model Litter Control Fund
ESTIMATED COMMUNITY INVESTMENT	\$ 115,255.00
STATE SHARE	\$90,492.00
FEDERAL TAX IDENTIFICATION NO.	91-6001296

The period of performance of this Agreement begins on **July 1, 2009**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the PROVIDER. The work will be completed on **June 30, 2011**, unless terminated sooner as provided for herein.

PURPOSE STATEMENT: To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations.

It is agreed that the PROVIDER shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth below.

### SCOPE OF WORK

#### PROVIDER Responsibilities:

**1. TASK:** Litter and Illegal Dump Cleanup

Maximum Eligible Cost: \$ 90,492

Schedule: July 1, 2009-June 30, 2011

#### Goal Statement:

The PROVIDER'S goal is to clean up litter on county roads, state highways, and illegal dumps throughout Benton County. Benton County has many recreational activities available to citizens and tourists. These activities go on year round. In the summer there are many people coming to the area for the weather and the recreation that is offered. In the fall and winter there are many sportsmen and women who come to the area for the upland birds and waterfowl. The PROVIDER's goal is to clean up litter along the roadways and in the public places used by these visitors/tourists and citizens so that we may offer a clean and safe place for the public. The PROVIDER hopes to clean up at least 175 illegal dumps and to keep these areas clean to discourage future dumping.

#### Project Description:

The PROVIDER will arrange for a work crew from Benton County Sheriff's Office Bureau of Corrections to be dedicated to this project fulltime. The crew will consist of one officer and eight to ten inmates per day. The crew will be out four days per week working 10 hour shifts. An additional work crew is available for certain projects and to cover any time the primary work crew is unavailable.

The PROVIDER will be responsible for the pickup of litter and the cleanup of illegal dump sites and will also be responsible for the bagging and disposal of the trash. The PROVIDER crew will recycle items whenever possible to help reduce the impact to local landfills.

The PROVIDER crew will work on public lands and facilities in Benton County and State and County roadways. All litter clean up will be coordinated with the ECOLOGY's Youth Ecology Corps and State Department of Corrections crews working along the Interstate highway systems to insure that they are not duplicating efforts.

The officer in charge of the work crew will insure that all safety requirements are met and will supervise the inmates on the crew at all times. All required safety equipment needed by the inmates on the program will be provided.

Inmates assigned to the work crew program go through an orientation with the officer supervising the crew covering all the rules and regulations of the program as well as safety information. No one under the age of eighteen is permitted on the work crew program.

Eligible Costs:

The PROVIDER shall use awarded funds to pay a portion of the salary and benefits on one full time and one part time supervisor.

Community Investments:

Community Investments include the following: The PROVIDER and other governmental jurisdictions within Benton County will cover the cost of the disposal of all litter and trash cleaned up under this program. In addition, the PROVIDER will cover the remainder of the officer costs not covered by the CLCP agreement and any costs related to the use of the backup Work Crew available to the CLCP. The PROVIDER will also pay for all supplies, and materials required by the crew to perform their duties, all operational and maintenance and fuel costs on the equipment and vehicle used by the crew.

Expected Outcomes/Impacts:

For Litter Pickup and Illegal Dump Cleanup:

<u>1,550</u> Road miles to be cleaned	<u>113,000</u> lbs of litter collected
<u>125</u> Acres to be cleaned	<u>4,160</u> Supervisor hours
<u>175</u> Illegal dump sites to be cleaned	<u>12,000</u> Total crew hours
<u>47,000</u> Pounds of material Recycled	<u>64,000</u> lbs of illegal dump debris collected

**Progress Reports:** Progress Reports must be submitted with each payment request. Progress reports may not contain information for more than one quarter. For example, if the PROVIDER is permitted to submit a payment request for a period from July 1, 2009 through December 31, 2009, the PROVIDER shall submit two separate progress reports - one report for July 1, 2009 through September 30, 2009 and a second report for October 1, 2009 through December 31, 2009.

The final payment request shall include a Final Project Assessment form, which is used to summarize and evaluate the entire project. Please also include details about community investments on this form.

**On-Site Visits:** ECOLOGY staff may make periodic on-site visits to the PROVIDER's litter cleanup activities/projects.

**BUDGET**

TASK	MAXIMUM ELIGIBLE COST
1. Litter and Illegal Dump cleanup	\$ 90,492
TOTAL	\$ 90,492

**FUND SOURCE**

ELIGIBILITY GROUP	GROUP 1	TASK
Tasks Included in Each Group:	1	\$ 90,492
Maximum Eligible Costs:	\$ 90,492	
FUND	MAXIMUM FUND AMOUNT	
Waste Reduction, Recycling, and Model Litter Control Fund: (Litter and Illegal Dump Cleanup)	\$ 90,492	\$ 90,492

**ADDITIONAL BUDGET CONDITIONS**

1. Funds may not be transferred between Groups.
2. The fiscal office will monitor expenditures at the task level.
3. There is a limit of 10% administrative costs of the total contract amount for Group 1.
4. PROVIDER contact for billing/invoice questions is:

Keith Mercer 509-735-6555 x 3850

**PAYMENT**

**Compensation** for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated the cost of completing the work herein will not exceed **\$90,492.00** unless the parties mutually agree to a higher amount prior to commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the budget above this section.

**Overtime** compensation, including straight salaries and benefits for employee hours in excess of 40 per week, is allowable only with prior written approval and only when 100% of an employee's time is spent on tasks specific to the Scope of Work of the Agreement.

**Billing Procedures:** The PROVIDER shall submit invoices no more frequently than once a month and no less frequently than once per quarter. Invoices are due 30 days following the end of each quarter, and shall be done on the accepted forms.

The PROVIDER must show that they are using the funds by submitting invoices and progress reports to Ecology. At its discretion, Ecology may amend or revoke contracts if a PROVIDER does any of the following:

- Submits no invoices by October 31, 2009 (that is, within 30 days of the quarter ending September 30, 2009)
- Submits no invoices within 30 days after the end of any subsequent quarter
- Submits invoices that show insufficient activity

Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**Payments shall be made payable to:**

Benton County Sheriff's Office  
7122 West Okanogan Place  
Kennewick, WA 99336

**RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**PROMOTIONAL AND EDUCATIONAL MATERIALS**

A copy of all promotional and educational materials developed as part of this Agreement shall be submitted to ECOLOGY concurrent with public distribution or quarterly payment requests. ECOLOGY will be acknowledged for providing funding in all published materials that result from this Agreement.

**INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. scope of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**OTHER SPECIAL TERMS**

1. ON-LINE CONTRACTS AND GRANTS MANAGEMENT

Washington State's Office of Financial Management is developing an on-line contracts and grants management system. When the system becomes available, all new or active contract and grant agreements in the state must be managed in the system. The PROVIDER agrees to register in the state vendor registration program and to use the on-line system.

2. TRAINING

The PROVIDER agrees to participate in any ECOLOGY recommended trainings to manage agreements and prepare, process, and receive payments

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**In witness whereof, the parties have executed this Agreement.**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

BENTON COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Laurie Davies

\_\_\_\_\_  
By:

Title: Program Manager  
Solid Waste & Financial Assistance Program

\_\_\_\_\_  
Title:

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

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

**APPROVED AS TO FORM ONLY**  
**Assistant Attorney General**

g.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING TOILET PAPER PURCHASES FROM CROWN PAPER AND JANITORIAL INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND 0000-101, SHERIFF CUSTODY DEPARTMENT 120

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

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for toilet paper; and

- Columbia Basin Paper & Supply, Pasco, WA (see attached quote)
- Crown Paper & Janitorial Inc., Walla Walla, WA (see attached quote)
- Office Depot, Kennewick, WA (see attached quote)

WHEREAS, Crown Paper & Janitorial Inc. had the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing toilet paper from Crown Paper & Janitorial Inc. for the Sheriff's Office for the calendar year of 2009; **NOW THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes toilet paper purchases from Crown Paper & Janitorial Inc. for the calendar year of 2009; and

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

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

Prepared by: K Mercer



# COLUMBIA BASIN PAPER & SUPPLY

515 West Columbia Street  
Pasco, Washington 99301

Phone: (509) 547-3141  
Fax: (509) 547-2132

Quote for: Benton County Jail

Date: 3 June 2009

Address: 7122 W. Okanogan - Bldg. B

Attention: Dan Farrell

Phone #: 222-3794

Fax #: 222-3799

Description	Qty.	Price
#B640 2-ply Toilet Tissue 80 rls / 600 Sheets per Roll - 4.4"(W) x 4.0" (30 cases on hand)	680 cs	\$41.50 cs
#B540 2-ply Toilet Tissue 80 rls / 550 Sheets per Roll - 4.4"(W) x 4.0" (10-14 day lead time)	680 cs	\$39.00 cs
#10011 2-ply Toilet Tissue 90 rls / 500 Sheets per Roll - 4.4"(W) x 3.75" (50-100 cases available 3-5 days)	680 cs	\$38.00 cs
#6150 2-ply Toilet Tissue 90 rls / 500 Sheets per Roll - 4.5"(W) x 3.75" (100-150 cases available 2-2 days)	680 cs	\$41.50 cs

Dear - Here is pricing for your request for toilet tissue. These prices are good thru the 30<sup>th</sup> of June 2009. I will have at least one more quote for you tomorrow 4 June 2009. If you have any questions, please call. Thanks!

Janis & Regan Hastings  
Columbia Basin Paper & Supply

# Office DEPOT

*Taking Care of Business*

## FAX COVER SHEET

Customer Name **Dan Farrell c/o Benton County Jail**

Customer Phone 509-222-3794

Customer Fax 509-736-3054

Pages 1

Date 06/03/09

My bid for toilet paper:

Office Depot 80% recycled 2-ply item number 693870

\$43.09 per case. 80 rolls, 550 sheets / roll, 44,000 tot sheets

Standard size per sheet.

690 cases = \$30,353.10

Best,  
Valynn Voigt  
Account Manager  
Office Depot, Inc.  
PH: 866.358.4606 FAX: 888.311.8647  
[valynn.voigt@officedepot.com](mailto:valynn.voigt@officedepot.com)

*"Delivering Winning Solutions That Inspire Worklife."*

# Office DEPOT

*Taking Care of Business*



**BENTON COUNTY**

r

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF ROBERT BERTSCH TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Robert Bertsch on the Benton-Franklin Workforce Development Council, Position B-14 which represents Business, expires on June 30, 2009, and

**WHEREAS**, Robert Bertsch, Owner, Ashley Bertsch Group, Inc.,  
has expressed his interest and willingness to be reappointed as a  
member on the Workforce Development Council, Position B-14 Business; **NOW,  
THEREFORE**,

**BE IT RESOLVED** that Robert Bertsch is hereby reappointed, as of July 1, 2009 to fill the Position B-14 which represents Business, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

**BENTON COUNTY**

S

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF FORREST ALEXANDER TO THE  
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Forrest Alexander on the Benton-Franklin Workforce Development Council position B-15, which represents Business, expires on June 30, 2009; and,

**WHEREAS**, Forrest Alexander  
has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-15 Business; **NOW, THEREFORE**,

**BE IT RESOLVED** that Forrest Alexander is hereby reappointed, as of July 1, 2009, to fill the B-15 position for Business representation, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

Attest:

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

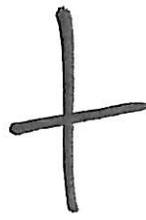
\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

**BENTON COUNTY**



**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF VICTOR CRUZ TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Victor Cruz on the Benton-Franklin Workforce Development Council position B-30, which represents Business, expires on June 30, 2009; and,

**WHEREAS**, Victor Cruz, \_\_\_\_\_, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-30 Business; **NOW, THEREFORE**,

**BE IT RESOLVED** that Victor Cruz is hereby reappointed, as of July 1, 2009, to fill the B-30 position for Business representation, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_ ;

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

u

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF APPOINTMENT OF TODD DIXON TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Todd Dixon on the Benton Franklin Workforce Development Council position B-1, which represents Employment Services, expires on June 30,2009 and,

**WHEREAS**, Todd Dixon, \_\_\_\_\_ has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-1 Employment Services, **NOW, THEREFORE**,

**BE IT RESOLVED** that Todd Dixon is hereby reappointed, as of July 1, 2009 to fill the B-1 position for Employment Services representation, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

cc: WDC; Todd Dixon; Benton Co.

BENTON COUNTY

V

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON;

IN THE MATTER OF REAPPOINTMENT OF JAMES E. EGAN TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, the term of office for James E. Egan on the Benton-Franklin Workforce  
Development Council, Position B-6 which represents Business, expires on June 30, 2009, and

WHEREAS, James E. Egan, \_\_\_\_\_, has  
expressed his interest and willingness to be reappointed as a member on the Workforce  
Development Council, Position B-6 Small Business; **NOW, THEREFORE,**

**BE IT RESOLVED** that James E. Egan is hereby reappointed, as of July 1, 2009 to fill the  
Position B-6 which represents Business, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

BENTON COUNTY

W

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;

IN THE MATTER OF REAPPOINTMENT OF ROBERT KELLY TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, the term of office for Robert Kelly on the Benton-Franklin Workforce  
Development Council position B-23, which represents Business, expires on June 30, 2009; and,

WHEREAS, Robert Kelly, \_\_\_\_\_ has expressed his  
interest and willingness to be reappointed as a member on the Workforce Development Council,  
Position B-23 Business; **NOW, THEREFORE,**

**BE IT RESOLVED** that Robert Kelly is hereby reappointed, as of July 1, 2009, to fill the B-30  
position for Business representation, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

cc: WDC; Robert Kelly; Benton Co.

**BENTON COUNTY**



**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF MARK REAVIS TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Mark Reavis on the Benton-Franklin Workforce  
Development Council, Position F-24 which represents Labor, expires on June 30, 2009, and

**WHEREAS**, Mark Reavis, Sr. Field Agent, Southeastern Washington Central Labor Council,  
, has expressed his interest and willingness to be reappointed as  
a member on the Workforce Development Council, Position F-24 Labor; **NOW, THEREFORE,**

**BE IT RESOLVED** that Mark Reavis is hereby reappointed, as of July 1, 2009 to fill the  
Position F-24 which represents Labor, said term expiring on June 30, 2012.

Dated \_\_\_\_\_

Attest:

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

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

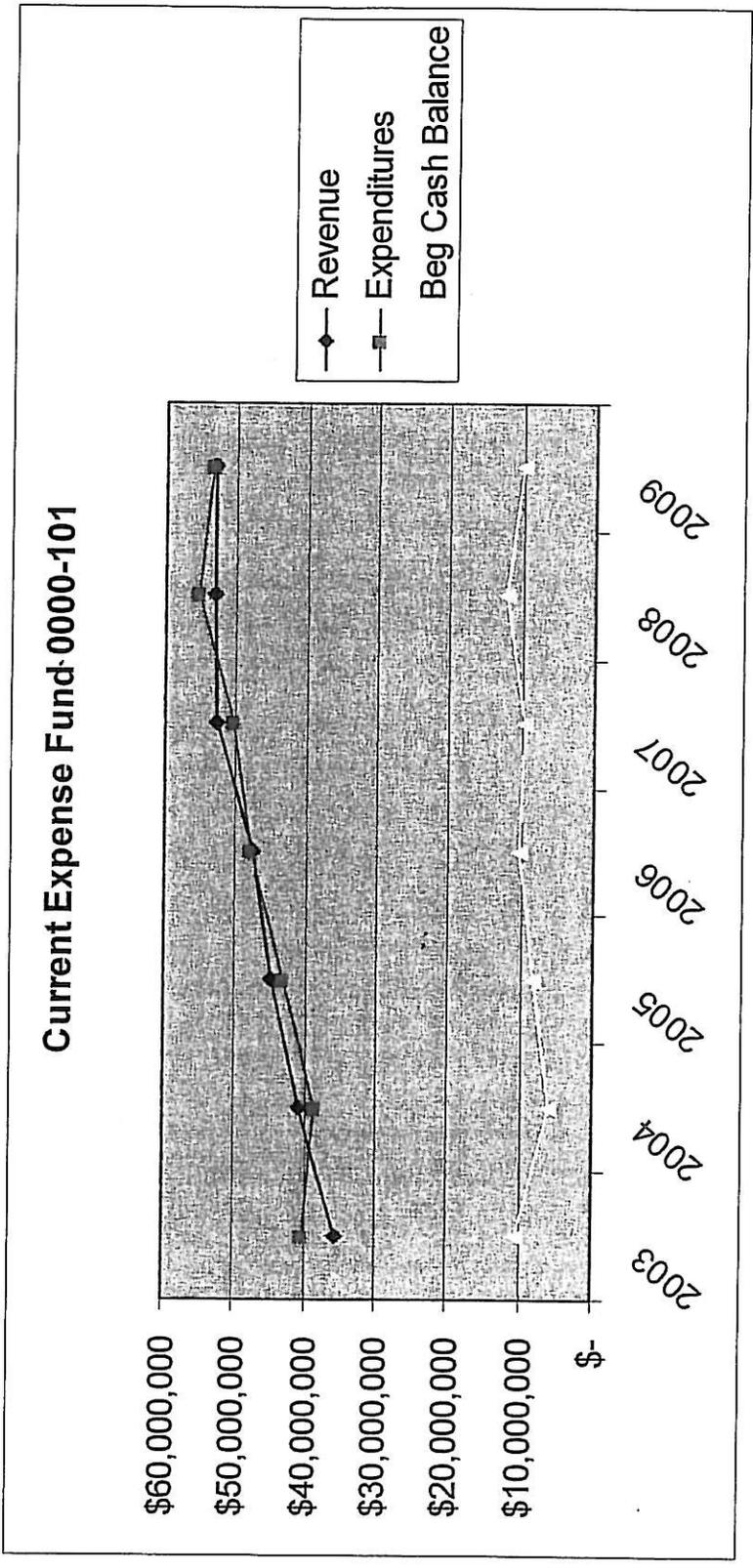
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

9:05

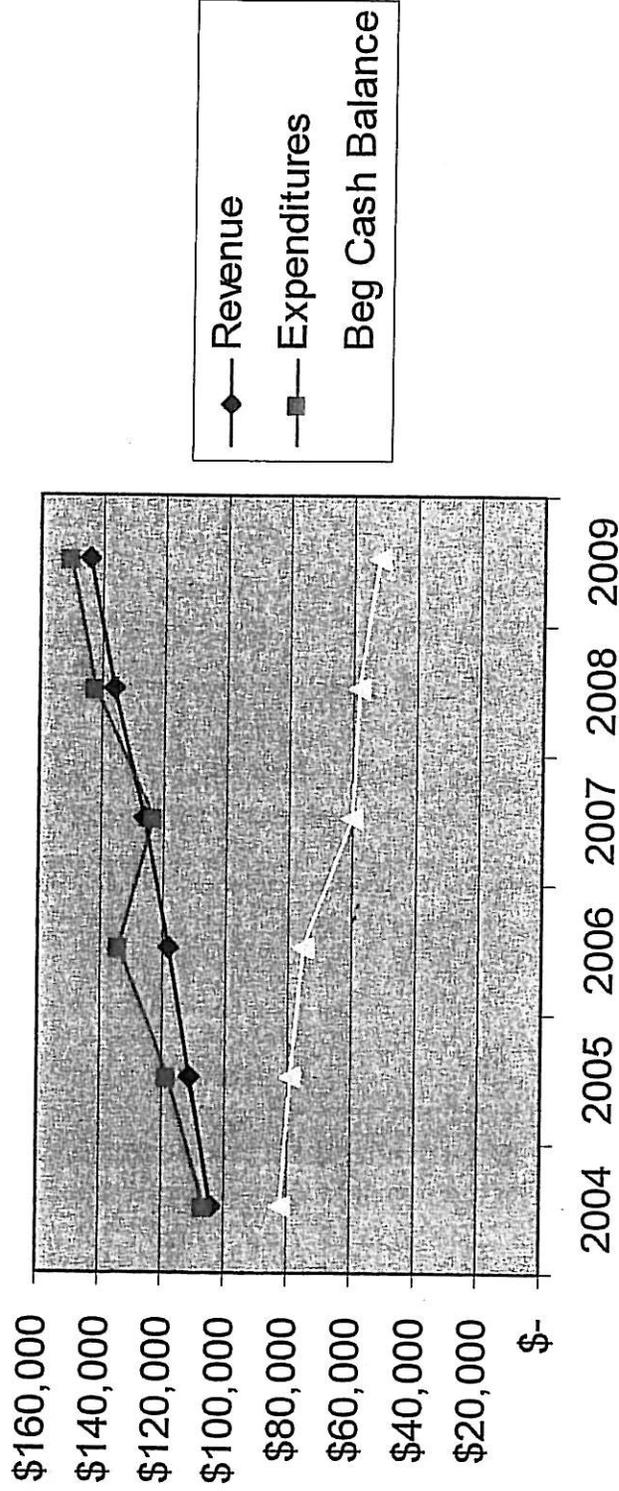
# Current Expense Fund 0000-101



## Veterans' Assistance Fund 0104-101

A fund to finance emergency financial assistance to qualifying veterans and their dependents

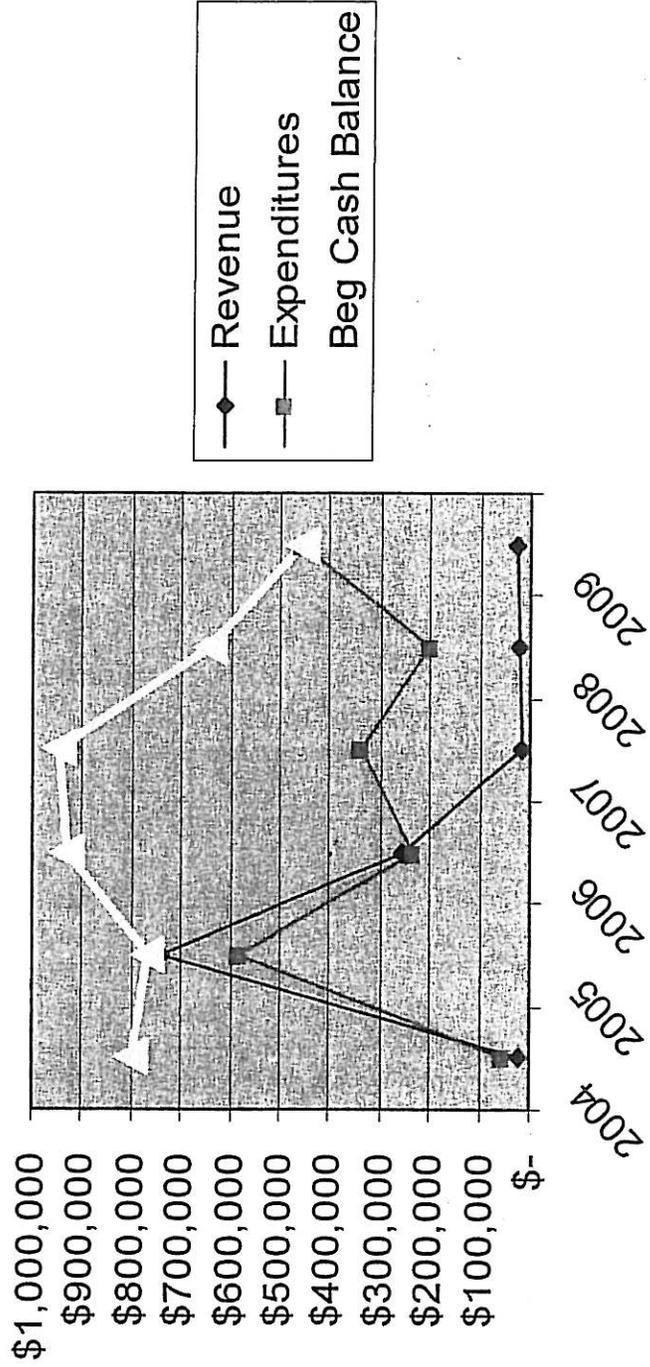
### Veterans' Assistance 0104-101



## Park Development 0110-102

A fund to finance the planning, development, and maintenance of a comprehensive parks and recreation program.

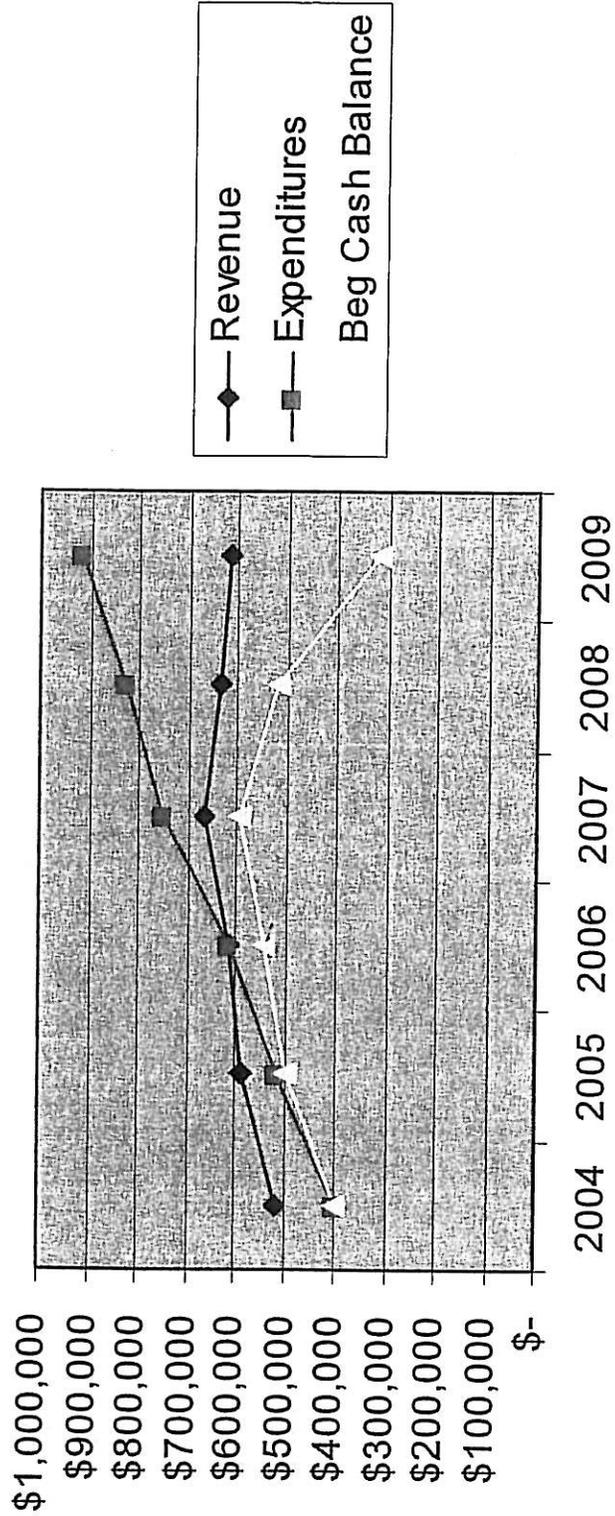
### Park Development 0110-102



## Inmate Benevolence Fund 0116-101

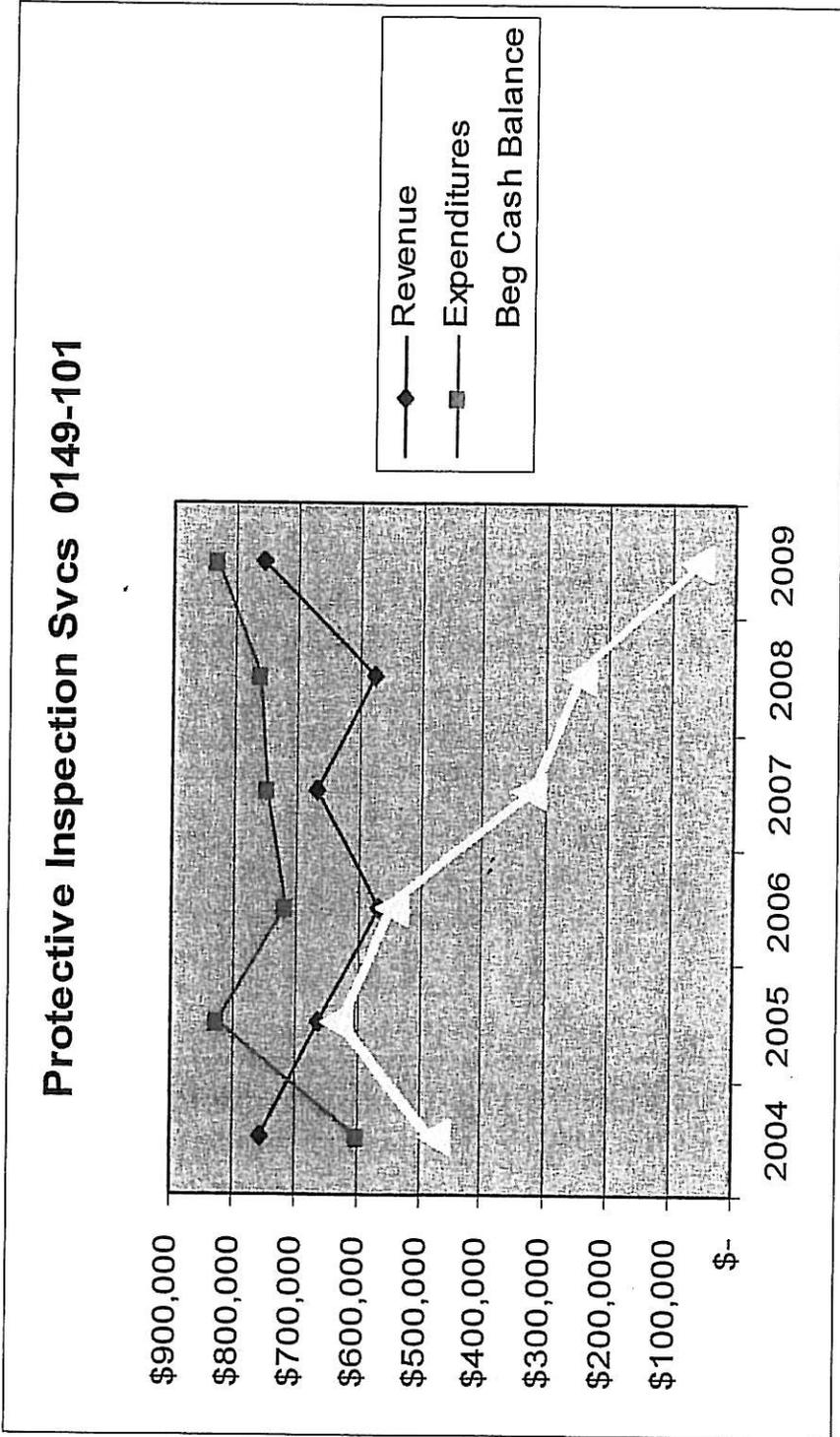
A fund to account for the purchase and sale of personal supplies to prisoners. The purpose of the fund is to provide the operation and supply of jail commissary services, inmate recreation, inmate education, chaplaincy services, and account maintenance, jail lobby security for visitation, and drug and/or alcohol counseling to inmates.

### Inmate Benevolence Fund 0116-101



# Protective Inspection Services Fund 0149-101

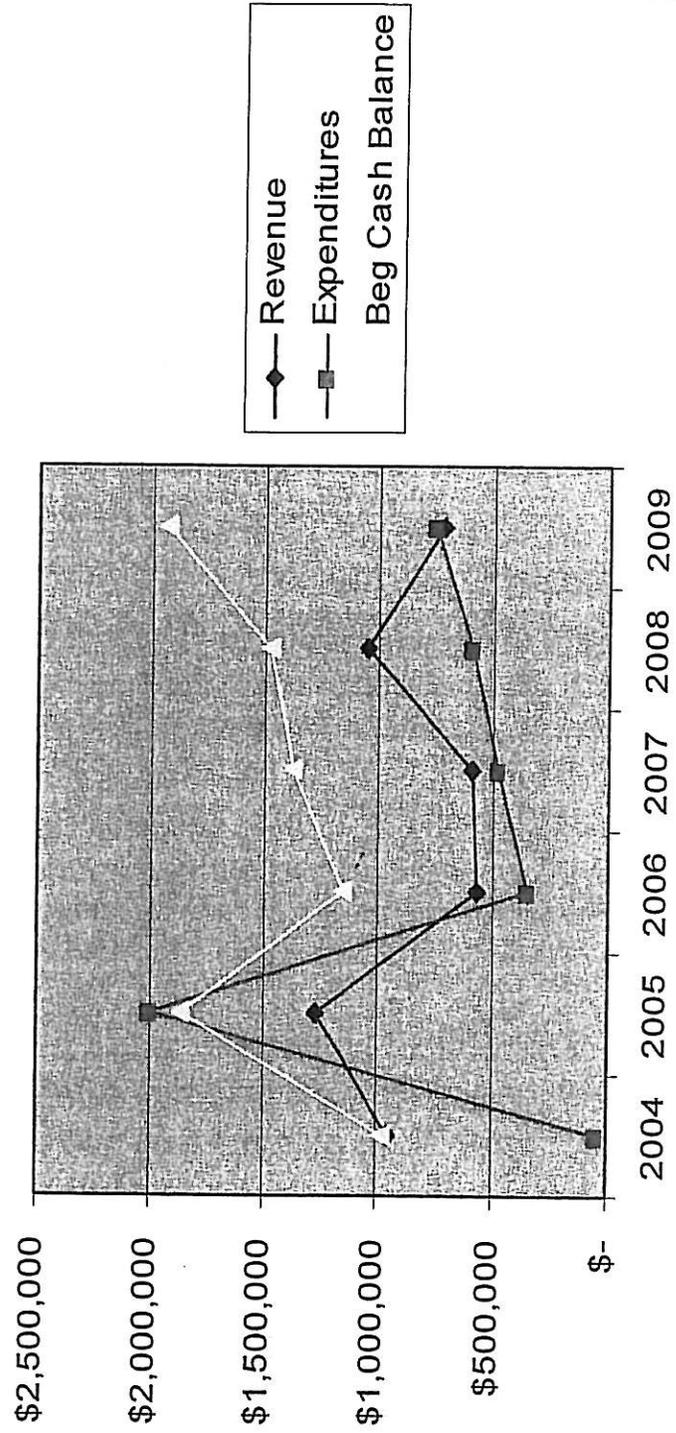
Established to provide tracking and collection of building permits and inspection services.



## Vit Impact 0153-101

A fund created to aid the County in accommodating the impact of the sales tax collected during the construction of the radioactive waste vitrification plant.

### Vit Impact 0153-101

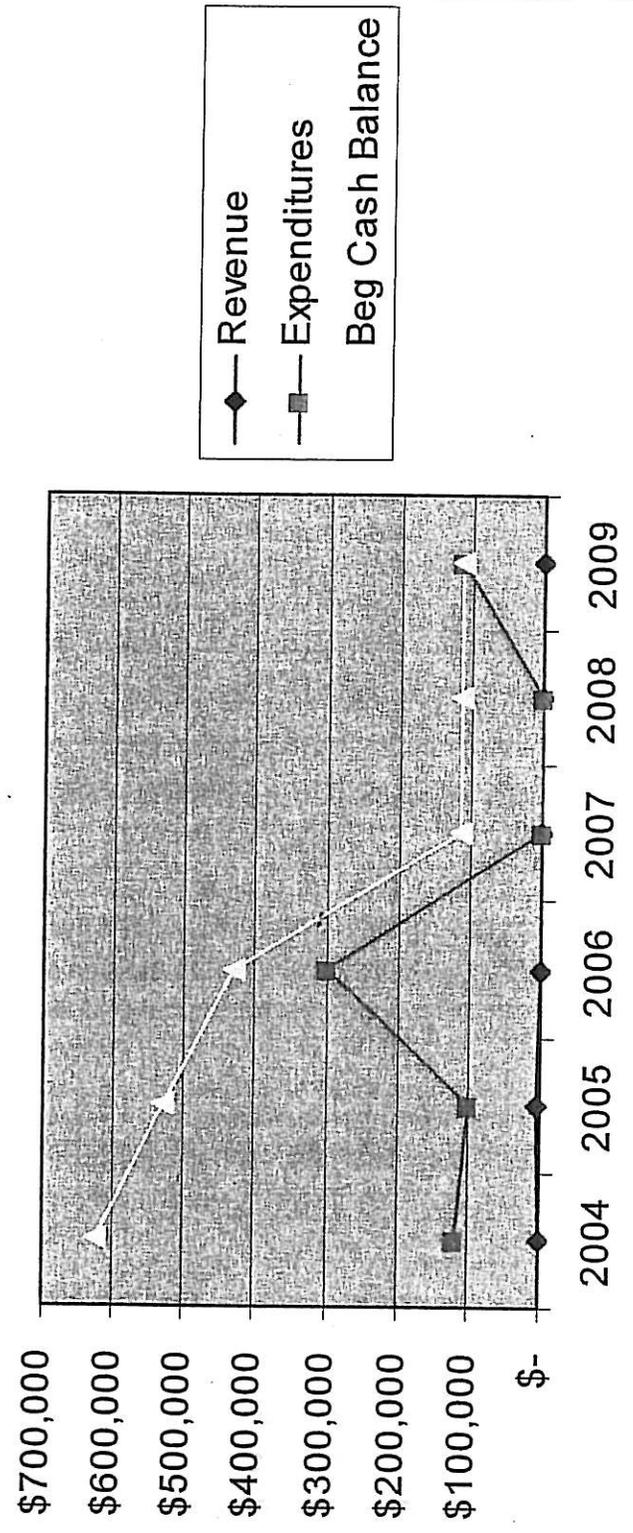


# Distressed County

0143-101

A fund established to receive monies for the Department of Revenue for sales tax in distressed rural areas for the purpose of financing public facilities.

## Distressed County 0143-101



9:25

Executive Session

Piert Road

S. Becken

9:35

Executive Session  
Potential Litigation  
M. Wenner