

Leo Bowman
District 1
Max Benitz, Jr.
District 2
Claude Oliver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Monday, September 15, 2008
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order
Approval of Minutes
Review Agenda

CONSENT AGENDA

Board of Equalization

a. Copier Lease Agreement w/Sharp Electronics Corporation

Central Services

b. Phone System Upgrade Agreements

Commissioners

c. Resolutions Amendment re Establishing Salary Grade for Indigent Defense Coordinator

d. Line Item Transfer, Fund No. 0135-101, Dept. 000

Facilities

e. Blanket Personal Service Contract for As Needed Kitchen Equipment Repair Services

Human Services

f. Appointment to the BF Counties Substance Abuse Administrative Board

Juvenile

g. Truancy Contract w/Finley School District

h. Truancy Contract w/Prosser School District

i. Truancy Contract w/Kennewick School District

j. Truancy Contract w/Pasco School District

Road/Engineer

k. Single Day Travel Meal Reimbursement

l. Contract Award for Webber Canyon Road

m. Approval of Lease Agreement for the Coats Pit Site

n. Setting Speed Limit on a Portion of Finley Road North of CR 397 (Intertie)

o. Request for Approval of Salary Request Statement

Sheriff

p. Contract Extension w/Consolidated Food Management

Treasurer

q. Purchase of Software, Training and Installation for Kennewick Office

- 9:03 AM Fred Staples' Petitions to Move the County Seat – Comnr Oliver
- 9:05 AM Continued Public Hearing – Proposed Establishment of Piert Road – R Dunfee
- 9:30 AM WSU Update – M Ophardt
- 9:45 AM Public Hearing – Surplus of Personal Property – P Powell
- 10:00 AM Executive Session – Potential Litigation – E Hsu
- 10:30 AM Executive Session – Potential Litigation – E Hsu
- 11:05 AM Executive Session – Potential Litigation – E Hsu
- 11:30 AM a. Other Business
b. Unscheduled Visitors

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
September 2, 2008, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Planning Manager Mike Shuttleworth; Clerk Josie Delvin; Treasurer Duane Davidson; Ehriza Rivera; Public Works Manager Ross Dunfee; Human Services Manager Carrie Huie-Pascua; Ed Thornbrugh, Human Services; DPA Ryan Brown; DPA Sarah Perry; Pat Austin, Superior Court Administrator; Superior Court Judge Swisher; Rafael Gonzales, OPD; Assessor Barb Wagner; Harriet Mercer and Mark Fortune, Assessor's Office; Central Services Manager Randy Reid; and District Court Judge Bob Ingvalson.

Approval of Minutes

The Minutes of August 18, 2008 were approved as amended.

The Minutes of August 25, 2008 were approved as amended.

Review Agenda

Commissioner Benitz requested that David Sparks be the point person instead of Mike Shuttleworth on item "s" (Fish/Wildlife Info Release) since the Planning Department now reported to Mr. Sparks. The Board agreed.

Commissioner Bowman asked why item "n" (MOU with Gary Metro) did not have an effective date. The item was pulled for further clarification.

Consent Agenda

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

Central Services

- a. Purchase of Maintenance for Fujitsu Scanners

Clerk

- b. Approval of Expending Funds & Soliciting Bids for Digital Imaging of Documents

Commissioners

- c. Family Day Proclamation
- d. Interlocal Agreement Amendment for Grant Funding

Facilities

- e. Blanket Service Agreement w/Lesco Electrical Contractors, Inc.
- f. Blanket Service Contract w/Dynamic Laundry Systems, Inc.

Fairgrounds

- g. Blanket Service Contract w/Commercial Tire, Inc.
- h. Contract Completion w/Hart's Backflow Testing, LLC
- i. Contract Completion w/Oxarc, Inc.
- j. Contract Completion w/Cut Above Incorporated
- k. Contract Completion w/Cascade Fire Protection Co.

Office of Public Defense

- l. Termination of District Court Misdemeanor Professional Srvc Agreement w/G Metro
- m. Termination of District Court Misdemeanor Professional Srvc Agreement w/D Chuang
- o. District Court Misdemeanor Professional Srvc Agreement w/J Celski
- p. District Court Misdemeanor Professional Srvc Agreement w/J Lilly
- q. Superior Court Felony Professional Srvc Agreement w/G Metro

Planning

- r. Travel Expense Reimbursement
- s. Sensitive Fish/Wildlife Info Release Agreement and Order Form w/Dept of Fish & Wildlife

Prosecuting Attorney

- t. Updated Anti-Discrimination and Harassment Policy

Road/Engineer

- u. Award of Contract for Webber Canyon Road – CE 1620 CRP

Sheriff

- v. Notice of Completion for Fowler Construction for Offices @ the Jail
- w. Salary Request Statements for Corrections Officers

Treasurer

- x. Line Item Transfer, Fund No. 0129-101, Dept. No. 000

Commissioners

- y. Line Item Transfer, Fund No. 0000-101, Dept. 115

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

Public Hearing – Supplemental Appropriation

Linda Ivey presented supplemental appropriations for a grant award in the amount of \$80,166 for the Sheriff's office and related computer equipment.

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

MOTION: Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Current Expense Fund, Dept. 121 in the amount of \$80,166. Commissioner Bowman seconded and upon vote, the motion carried.

MOTION: Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Central Services Fund in the amount of \$6,000. Commissioner Bowman seconded and upon vote, the motion carried.

2008 Project Status Report – Benton Conservation District

The Benton Conservation District updated the Board on the following issues:

- Financial Assistance for Orchardists
- Grant from Salmon Recovery Funding Board
- Yakima River Enhancement
- Water Stargrass Removal Success
- Irrigation Conversions
- Columbia River Water Management Program
- Grant from Firewise
- Salmon in the Classroom
- Additional Funding Possibilities

Other Business

WSAC Legal Priorities

Commissioner Benitz discussed his concern about the report and legislation on how county government could be more efficient. Additionally, he said he wanted to see public health be the number one priority for WSAC legislative priorities.

Executive Session – Potential Litigation

The Board went into executive session with DPA Sarah Perry at 9:30 a.m. for approximately 15 minutes to discuss potential litigation. Also present Ryan Brown, Loretta Smith Kelty, Melina Wenner, David Sparks, and Cami McKenzie. The Board came out at 9:35 a.m. Ms. Perry announced that no decisions were made in executive session.

MOTION: Commissioner Benitz moved to approve the settlement agreements between Benton County, Benton County Sheriff's Office, Benton County Deputy Sheriff's Guild, and Jeff Quackenbush and Arin Reining. Commissioner Bowman seconded and upon vote, the motion carried.

Other Business

Transportation – Climate Change

Commissioner Bowman reported on his attendance at this seminar and said he had information available for review.

The Board briefly recessed, reconvening and 9:45 a.m.

Legal Financial Obligation Docket

Josie Delvin, Judge Robert Swisher, (Sheriff Taylor and Prosecutor Andy Miller via/video conference) and Rafael Gonzales gave a presentation regarding their request for a legal financial obligation docket.

They said a committee was formed to work toward a more efficient and effective collection process for legal financial obligations and they made a recommendation to create a “legal financial obligation docket”. The recommendation included a docket twice a month totaling 15 hours of staff time, to be staffed with the same judicial officer, prosecutor, defense attorney, and collection clerk at each docket for consistency. The estimated total cost was \$25,440 a year plus the cost of forms.

Commissioner Benitz requested the issue be presented in the 2009 budget process. Andy Miller said it was included in the 2009 budget, but the group wanted to make a joint presentation.

Chairman Oliver said the move was very proactive and he was in favor of moving forward. Commissioner Bowman said he agreed it should start as soon as possible to see what the costs and savings would be.

David Sparks said that a supplement would not be needed for 2008 to fund the costs of the docket.

MOTION: Commissioner Bowman moved to approve the creation of a “legal financial obligation docket” and authorized the program to proceed as soon as possible. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

Mosquito Control District Discussion

Commissioner Benitz said he had researched the issue of mosquito control in the Paterson/Plymouth area to control the mosquito problem. He presented a draft map showing parcels to be assessed if landowners wanted to start a petition process to set a levy rate and form a mosquito control district. Based on the information received, they could assess 50 cents per acre with an initial assessment of \$100,000, with the option of an additional 25 cent per acre assessment.

Commissioner Bowman wanted to know if Congressman Hastings and Senator Murray had been contacted to assist with this problem. Commissioner Benitz said he had contacted the Army Corps of Engineers and U.S. Fish & Wildlife and they were willing to pay their share as long as a mosquito district was formed. Commissioner Bowman and Chairman Oliver concurred with holding the public meetings. Commissioner Benitz stated he would legal advice and see if there were other entities in that area that wanted to champion the cause.

Emergency Management Membership

Commissioner Benitz presented a proposal by the City of Richland for the operating jurisdiction and administration of the Benton County Emergency Services. Commissioner Benitz said he was not in favor of the proposal and recommended the Board look at entering into a new interlocal agreement with the different jurisdictions and have elected officials sit on the executive board to set policies and procedures.

Commissioner Bowman said he supported a stand-alone operation, however, wanted to know if the idea was supported by the other entities. Commissioner Benitz said he believed there was renewed interest from other entities and asked for concurrence from the Board to present the interlocal agreement to the other elected officials.

The Board agreed.

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

Greater Columbia Behavioral Health (GCBH) Board Membership

Commissioner Benitz expressed his concern over the present membership agreement that allowed individuals who were also providers in the counties to sit on the Board of Directors and that it created a conflict of interest. He asked the Board if it would support a new agreement that limited the Board of Directors to County Commissioners appointed by each Board of County Commissioners. He said, if agreeable, he would present it at the next meeting. The Board agreed.

Clerk Facilitator

Clerk Josie Delvin requested the Board allow her to change the Clerk Facilitator position from a contract employee to a Benton County employee. She said she had worked with the Personnel Manager, the PA's office, and the union representative and the change would not require additional funding.

MOTION: Commissioner Benitz moved to approve the transfer of funds within Clerk's Courthouse Facilitator Fund for the position of Legal Secretary VI, Grade 9 Bargaining position. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 11:25 a.m.

Justice Center Office Space

David Sparks and Roy Rogers presented cost estimates for converting cafeteria space into office space for the Assessor's Office in the amount of \$25,300, which would require a change order in that amount. Additionally, they provided a schedule for conversion, and said the space should be open to the public by September 22.

The Board agreed to move forward.

The Board briefly recessed, reconvening at 11:40 a.m.

Request for Conflict of Interest Waiver

DPA Ryan Brown presented a conflict of interest waiver form to sign regarding a potential conflict of interest in Kenneth Harper's representation of Mr. and Mrs. Klingele to assist them with respect to Hank's Road improvement.

Commissioner Benitz stated that he had a long-term relationship with the Klingeles, however, that he could make an unbiased decision on the issue.

MOTION: Commissioner Bowman moved to approve the Chairman to sign the Conflict of Interest Waiver letter. Commissioner Benitz seconded and upon vote, the motion carried.

Trial Court Improvement Funding

Pat Austin, Josie Delvin, and Judge Bob Ingvalson requested the Board authorize expenditures from the trial court improvement fund, as recommended by the committee in the amount of \$100,116.

MOTION: Commissioner Benitz moved to approve the expenditures from the trial court improvement fund in the amount of \$100,116 as presented. Commissioner Bowman seconded and upon vote, the motion carried.

Other Business

Webber Canyon Resolutions

MOTION: Commissioner Bowman moved to approve the resolution authorizing Agreement Supplement One for construction of Webber Canyon Road to Dennis Road. Commissioner Benitz seconded and upon vote, the motion carried.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the Chairman to sign Sheet 1 and schedule a bid date for Webber Canyon Road. Commissioner Bowman seconded and upon vote, the motion carried.

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

CCRC Discussion

David Sparks presented the bi-county resolution approving the contract with CAC to proceed with the CCRC project.

MOTION: Commissioner Bowman moved to approve the resolution approving the personal service contract with BFCAC in the amount of \$15,000. Commissioner Benitz seconded and upon vote, the motion carried.

2009 Health District Funding

Commissioner Benitz said the budget proposed by the Board of Health showed a \$1.2 million deficit. He requested the Board's concurrence to look at the following issues in trying to balance the budget: reserve fund balance, food service permits, clinical immunizations, TB Skin tests, and labor and salaries due to consolidation of services of Richland and Kennewick. The Board agreed he was on the right track in limiting the use of reserve funds and consolidating services.

Other Business

Meeting Cancellation

The September 8, 2008 meeting was cancelled.

Claim for Damages

CC 08-19: Received August 25, 2008 from Eduardo Ayala Corona for loss of personal property in the jail.

Vouchers

Check Date: 08/15/2008
Warrant #: 904308-904556
Total all funds: \$1,160,065.30

Check Date: 08/15/2008
Warrant #: 904557-905179
Total all funds: \$20,042.40

Check Date: 08/22/2008
Warrant #: 905285-905532
Total all funds: \$1,107,193.60

Check Date: 08/29/2008
Warrant #: 905878-906141
Total all funds: \$1,424,370.39

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

Resolutions

- 08-732 Purchase of Maintenance for Fujitsu Scanners
- 08-733 Approval of Expending Funds & Soliciting Bids for Digital Imaging of Documents
- 08-734 Interlocal Agreement Amendment for Grant Funding
- 08-735 Blanket Service Agreement w/Lesco Electrical Contractors, Inc.
- 08-736 Blanket Service Contract w/Dynamic Laundry Systems, Inc.
- 08-737 Blanket Service Contract w/Commercial Tire, Inc.
- 08-738 Contract Completion w/Hart's Backflow Testing, LLC
- 08-739 Contract Completion w/Oxarc, Inc.
- 08-740 Proclaiming September 22, 2008 at Family Day
- 08-741 Personal Services Contract with Benton-Franklin CAC
- 08-742 Contract Completion w/Cut Above Incorporated
- 08-743 Contract Completion w/Cascade Fire Protection Co.
- 08-744 Termination of District Court Misdemeanor Professional Srvc Agreement w/G Metro
- 08-745 Termination of District Court Misdemeanor Professional Srvc Agreement w/D Chuang
- 08-746 District Court Misdemeanor Professional Srvc Agreement w/J Celski
- 08-747 District Court Misdemeanor Professional Srvc Agreement w/J Lilly
- 08-748 Superior Court Felony Professional Srvc Agreement w/G Metro
- 08-749 Sensitive Fish/Wildlife Info Release Agreement and Order Form w/Dept of Fish & Wildlife
- 08-750 Updated Anti-Discrimination and Harassment Policy
- 08-751 Award of Contract for Webber Canyon Road – CE 1620 CRP
- 08-752 Notice of Completion for Fowler Construction for Offices @ the Jail
- 08-753 Line Item Transfer, Fund No. 0129-101, Dept. No. 000
- 08-754 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 08-755 Approval of Supplemental Appropriation – 2008 Current Expense, Dept. 121, \$80,166
- 08-756 Approval of Supplemental Appropriation – 2008 Central Services, \$6,000
- 08-757 Settlement Agreement Between Benton County, Benton County Sheriff's Office, Benton County Deputy Sheriff's Guild, and Jeff Quackenbush
- 08-758 Settlement Agreement Between Benton County, Benton County Sheriff's Office, Benton County Deputy Sheriff's Guild, and Arin Reining
- 08-759 Line Item Transfer, Clerks Courthouse Facilitator Fund
- 08-760 Authorizing Purchase from Trial Court Improvement Fund, \$100,116
- 08-761 Approving Agreement for Surface Transportation Program for Webber Canyon Road to Dennis Road, \$815,390
- 08-762 Authorization to Sign Sheet 1 of Webber Canyon Road Plans and Schedule a Bid Date

There being no further business before the Board, the meeting adjourned at approximately 2:00 p.m.

Clerk of the Board

Chairman

RESOLUTION

a

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

THE MATTER OF LEASING A COPIER FOR THE BENTON COUNTY BOARD OF EQUALIZATION OFFICE AT THE PROSSER COURTHOUSE, PROSSER WA

WHEREAS, the Benton County Board of Equalization requires the use of a copier on a lease basis;

WHEREAS, RCW 39.34.030 permits, by its operation, Benton County to utilize contracts awarded by the Washington State Department of General Administration pursuant to its purchasing co-op, of which Benton County is a member;

WHEREAS, The State General Administration Purchasing Co-op has awarded copier lease contracts to numerous manufacturers, including Sharp Electronics Corporation, a New Jersey Corporation and has negotiated extremely favorable lease terms for such copier lease contracts;

WHEREAS, the Benton County Board of Equalization finds that its interests are best served by entering into a lease of a Sharp AR-257 copier with accessories: AR-237 ABH; AR-D5133NT; AR-P27; AR-FN5A pursuant to the lease contract negotiated by the State General Administration Purchasing Co-op;

WHEREAS, The State General Administration Purchasing Co-op and Sharp Corporation require political subdivisions to execute a purchase order directly with Sharp Electronics Corporation in order to take advantage of its awarded contract;

NOW THEREFORE,

IT RESOLVED that Benton County hereby authorizes the leasing of a copier from Sharp Electronics Corp., Sharp Plaza, Box B, Mahwah, NJ 07430 by and through the State of Washington General Administration Purchasing Co-op as described above, for the use of the Benton County Board of Equalization;

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached purchase order with Sharp Electronics Corporation in order to effectuate this lease;

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

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

BENTON COUNTY
PURCHASE ORDER FOR LEASE OF EQUIPMENT
GENERAL TERMS AND CONDITIONS

VENDOR: Sharp Corporation, a New Jersey Corporation

1. RELATED DOCUMENTS

This purchase order consists of the following documents:

- a. General Terms and Conditions (this document)
- b. Exhibit A, Special Terms and Conditions of State Contract #03706
- c. Exhibit B, schedule of compensation

2. DURATION OF LEASE

The term of this Lease shall begin upon execution, and shall expire after 60 full months.

3. BENTON COUNTY CONTACT

The contact person for Benton County shall be:

Benton County Board of Equalization
Attn: Peggy Brown
620 Market St
Prosser, WA 99350

(509) 786-5604; Fax: (509) 786-5625

5. COMPENSATION

Compensation is set out in Exhibit B - \$90.36/month \$0.008/page

6. COPIER MODEL INFORMATION

Sharp AR-257 with accessories: AR-237 ABH; AR-D5133NT;
AR-P27; AR-FN5A

6. LEASE LOCATION

The lease location for this CONTRACT shall be:

Benton County Board of Equalization
620 Market St
Prosser, WA 99350

7. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED:

BENTON COUNTY BOARD OF
COMMISSIONERS

Chairman

Member

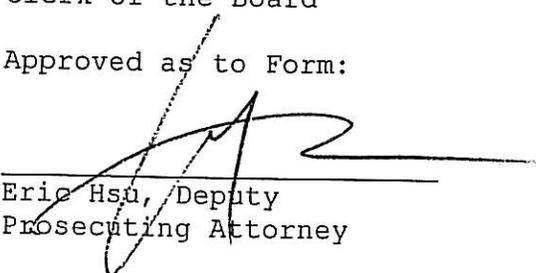
Member

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

Attest: _____

Clerk of the Board

Approved as to Form:



Eric Hsu, Deputy
Prosecuting Attorney

DATED:

CONTRACTOR
SHARP ELECTRONICS CORP.

[Print Name]

Title: _____

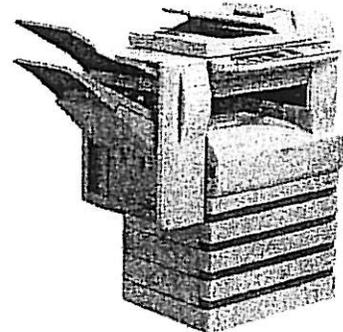
Signature

State of Washington - Contract #03706

Category 2

AR-M257 Digital Duplex Multifunction Copier

- ◆ 25 PPM Digital Duplex Multifunction Copier / Printer - Upgradeable
- ◆ 1200 DPI laser output
- ◆ Paper capacity maximum: 2,100 sheets
 - Standard two 500 sheet paper cassette and 100 sheet bypass tray
 - Optional 1,000 sheet paper cassette or 500 sheet paper cassette
- ◆ Automatic trayless duplex copying and printing
- ◆ 100 sheet reverse automatic document feeder
- ◆ Electronic sorting / offset stacking with paper shifter
- ◆ Large 8.1" Touch-screen LCD Display
- ◆ Mixed size original detection
- ◆ Reduction and enlargement: 25 - 400% (1% increments)
- ◆ 48 MB total standard memory expandable to 1,072 MB
- ◆ JBIG speed-enhanced PC printing system
- ◆ USB-2.0 and IEEE 1284 bi-directional parallel interfaces
- ◆ SSL (Encrypted Network Protocol Support) HTTPS/IPPS



AR-M257 shown with optional accessories

MODEL NUMBER	DESCRIPTION	3 Year Lease	4 Year Lease	5 Year Lease
AR-M257	25 PPM Upgradeable Digital Duplex Multifunction Copier / Printer with 48 MB, Two 500 Sheet Paper Cassettes, 100 Sheet Bypass Tray and 100 Sheet Reverse Single Pass Feeder (1,100 sheets total paper supply)	\$84.75	\$67.80	\$56.50
AR-237ABH	Deluxe High Copier Cabinet with door	3.69	2.95	2.46
AR-D5133NT	Digital 120 Volt, 15 Amps, 5 Outlets, Maximum Power Surge Protector	2.25	1.80	1.50
AR-P27	PCL6 Print Controller and Network Interface Card (requires Digital Site Survey)	17.93	14.34	11.95
	2 Hour Installation / Network Connection	N/C	N/C	N/C
Total (add sales tax as required)		\$108.62	\$86.89	\$72.41
Maintenance	Networked - Cost Per Copy (includes all supplies, except paper)	\$0.0080	\$0.0080	\$0.0080
	Non - Networked - Cost Per Copy (includes all supplies, except paper)	\$0.0080	\$0.0080	\$0.0080

Options & Accessories

Cabinets

AR-237ABL	Deluxe Low Copier Cabinet with door (for use with AR-D30 or AR-D31)	2.82	2.26	1.88
AR-D30	500 Sheet Paper Cassette	8.93	7.14	5.95
AR-D31	2 x 500 Sheet Paper Feed Cassettes	11.93	9.54	7.95

Finishing Options

AR-FN5A	Two Tray Staple / Stacker Finisher	26.93	21.54	17.95
OR				
AR-F14N	Three Tray Multiposition Staple / Sorter	46.43	37.14	30.95
AR-PN1B	3 Hole Punch Module (requires multiposition staple / sorter)	10.43	8.34	6.95
OR				
AR-TR3	Job Separator Tray (required when faxing, scanning or printing)	0.75	0.60	0.50

Security

AR-FR24U	Data Security Kit for AR-M257	5.99	4.79	3.99
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Print

AR-PK1N	Post Script Expansion Kit (requires network expansion kit)	5.93	4.74	3.95
AR-PF1	Bar Code Font Kit (requires network expansion kit)	8.93	7.14	5.95

Scan

MX-NSX1	Network Scanner Expansion Kit (includes 10 Sharpdesk licenses)*1	16.43	13.14	10.95
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Sharp OSA™

MX-AMX1	OSA Application Integration Module (Requires MX-NSX1)	7.85	6.28	5.24
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Fax

AR-FX7	33.6 Kbps Super G3 Fax Expansion Kit	17.93	14.34	11.95
AR-MM9	8 MB Memory Expansion for Fax Expansion Kit	2.93	2.34	1.95



State of Washington - Contract #03706

Category 2

AR-M257 Digital Duplex Multifunction Copier

MODEL NUMBER	DESCRIPTION	3 Year Lease	4 Year Lease	5 Year Lease
<i>Miscellaneous</i>				
MX-USX1	(1) Additional Sharpdesk License for MX-NSX1			
MX-USX5	(5) Additional Sharpdesk Licenses for MX-NSX1	5.24	4.19	3.50
MX-US10	(10) Additional Sharpdesk Licenses for MX-NSX1	11.25	9.00	7.50
MX-US50	(50) Additional Sharpdesk Licenses for MX-NSX1	16.88	13.50	11.25
MX-USA0	(100) Additional Sharpdesk Licenses for MX-NSX1	55.13	44.10	36.75
		82.13	65.70	54.75

State of Washington Current Contract Information

Effective Date: December 17, 2007

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

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

Contract Administrator:	Keith Armstrong
Phone Number:	(360) 902-7420
Fax Number:	(360) 586-2426
E-mail:	karmstr@ga.wa.gov

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

Washington State Department of General Administration
Office of State Procurement, PO Box 41017, Olympia WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 902-7400 or TDD (360) 664-3799.

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CONTRACTOR INFORMATION

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

ORDERING ADDRESSES

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

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

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

STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

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

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

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

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

STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

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

For a list of service locations with contact information, click [Statewide Support](#).

CONTRACTOR INFORMATION

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

ORDERING ADDRESSES

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

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

STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

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

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

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

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

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

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

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

CONTRACTOR INFORMATION

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

RICOH CORPORATION ORDERING ADDRESSES

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

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

STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

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

CONTRACTOR INFORMATION

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

ORDERING ADDRESSES

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

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

STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

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

CONTRACTOR INFORMATION

Contractor:	Xerox Corporation 1851 E 1 st St, Suite 260 Santa Ana CA 92705-4017	
Contractor Website:	http://www.portal.xerox.com/washington	
Federal Tax Identification No.:	16-0468020	
Contacts:	Contract Administration and Problem Resolution Primary Contact	Contract Administration Alternate Contact
	Name:	Michelle Yoshino
	Title:	Account General Manager
	Telephone:	(714) 262-8854
	Fax:	(206) 241-1416
	Email:	michelle.yoshino@xerox.com
Contacts:	Product Information, Order Placement and Invoicing Questions	Service Information, Order Placement, Invoicing Questions and Problem Resolution Alternate Contact
	Name:	Sally Salzberg
	Title:	Account Manager
	Telephone:	(206) 241-1275
	Fax:	(206) 241-1416
	Email:	sally.salzberg@xerox.com
Contacts:	Name:	Paul Bethune
	Title:	Account Manager
	Telephone:	(206) 241-1272
	Fax:	(206) 241-1416
	Email:	paul.bethune@xerox.com
Credit Card Acceptance:	American Express, MasterCard, Visa	
Delivery Time:	20 days After Receipt of Order (ARO)	
Payment Terms:	Net 30 days	
Shipping Destination:	Free On Board (FOB) Destination Within the State of Washington	
Freight:	Prepaid and included in unit pricing	

ORDERING ADDRESSES

Purchase/Rental/Lease/Service Orders sent to:	Billing will be from:	Payment sent to:
Xerox Corporation c/o Sally Salzberg 6400 Southcenter Blvd Tukwila WA 98188-2547	Xerox Corporation 800 Carillon Pkwy St Petersburg FL 33716-1125	Xerox Corporation PO Box 7405 Pasadena CA 91109-7405

STATEWIDE SUPPORT – DEALER/DISTRIBUTOR NETWORK

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

1. Survivability

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

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

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

2. Equipment Additions/Deletions

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

3. Equipment Installation/Removal

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

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

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

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

4. Training on Equipment

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

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

5. Operator's Manual

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

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

6. Newly Installed Machine Performance Problems

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

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

7. Equipment Loaners

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

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

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

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

Trial Placements:

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

8. Equipment Relocation/Transfer

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

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

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

9. Excessive Service and Downtime

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

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

10. Materials and Workmanship

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

11. Contractor Performance

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

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

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

12. Equipment Inspection/Testing/Acceptance

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

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

13. Installation Site Requirements

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

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

14. Availability of Repair Parts

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

15. Service and Maintenance Support

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

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

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

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

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

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

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

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

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

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

16. Dealers/Distributors

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

17. Lack of Timely Repair Service Response

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

18. Equipment Warranty(ies)

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

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

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

19. Special Promotions

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

20. Bulk Placements

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

21. Rentals

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

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

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

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

22. Expiration/Renewal of Rental Agreement

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

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

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

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

23. Rental Machine Upgrades and Downgrades

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

24. Operating Leases

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

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

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

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

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

25. Standard Leases

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

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

26. Early Termination Charges

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

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

27. Payment of Property Taxes

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

28. Risk of Loss or Damage

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

29. Customer Pricing Verification

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

COPIER BASICS

DICTIONARY

FEATURES:

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

Reduction and Enlargement:

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

Automatic Magnification:

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

Automatic Paper Selection:

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

Margin Shift:

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

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

OPTIONS AND ACCESSORIES:

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

Stand (Cabinet):

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

Document Feeders:

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

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

Sorter Collator:

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

Sorter Stapler:

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

Automatic Duplex Unit (Duplexing):

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

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

Controller/Accounting Systems:

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

LCT/LCPT:

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

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	15-September-2008	Execute Contract	_____
Subject:	Phone System Upgrade Agreements	Pass Resolution	<u> X </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith-Kelty	Other	_____
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

In April-2002, an RFP was published for an "Upgrade to Nortel Telecommunications System for Benton County." There were four responses. The project was awarded to Sprint (now Embarq) who had the lowest quote of \$590,100. After they were selected, Sprint proposed that the county lease the equipment under a "Service & Use" agreement. After comparing the five year expenses for Service & Use with buying the system upgrade outright and putting the equipment into the Replacement Fund, the Board decided to pursue the Service & Use option. The agreement has expired and it is time to consider another upgrade in order to update and expand the phone system capacity.

Another RFP for an "Upgrade to Nortel Telecommunications System for Benton County" was published earlier this year. It included a statement of preference for continuing a leasing arrangement. The only response was from Embarq. After finalizing the upgrade design with Embarq engineers, another agreement has been prepared and is ready for Board approval. The cost of this upgrade is less than the previous one coming in at about \$338,000 including tax. TAMCO Capital has again been enlisted to finance the purchase. Placing the equipment under Embarq Centurion Maintenance will cost about \$33,000 per year including tax.

SUMMARY

The accompanying resolution authorizes the Chairman of the Board of County Commissioners to sign an agreement with Embarq for upgrading the county telephone system and to sign the lease agreements with TAMCO Capital for financing the upgrade.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None. The monthly equipment lease and maintenance payments are included in both the 2008 and proposed 2009 budgets.

MOTION

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AGREEMENTS WITH EMBARQ AND TAMCO CAPITAL FOR THE UPGRADE OF THE BENTON COUNTY TELEPHONE SYSTEM.

WHEREAS, the leases are expiring on the telephone system acquired from Sprint (now Embarq) and leased through Telimagine (a subsidiary of TAMCO Capital) in 2002; and

WHEREAS, the requirements for telephony at Benton County require an upgrade and expansion of the system; and

WHEREAS, a Request for Proposal (RFP) for an "Upgrade to Nortel Telecommunications System for Benton County" was published on 30-May-2008 and advertised in accordance with the provisions of RCW 39.04.270 ; and

WHEREAS, the only response to the RFP was from Embarq; and

WHEREAS, specifications for the upgrade were finalized by Embarq and Benton County Central Services in the amount of \$312,066 plus tax to be leased through TAMCO Capital over a period of 60 months; and

WHEREAS, the upgraded equipment is to be continued under Embarq "Centurion Maintenance" for the duration of the lease in the amount of \$30,078 plus tax per year; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of Board of Benton County Commissioners be authorized to sign the agreements with Embarq and TAMCO Capital for acquiring and financing the telephone system upgrade.

Dated this _____ day of _____ , _____

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

REID



Benton County Central Services

PO BOX 608 Prosser WA 99350 • (509) 786-5603 736-3083 Fax 786-5601

Telecommunications System Upgrade

Current System

The current system was installed in 2002 and 2003 by Sprint (now Embarq) after an RFP process where Sprint had the lowest quote of the four respondents. The expenses were financed through a lease with Telimage (a subsidiary of TAMCO Capital). The final agreement added Embarq Centurion Maintenance on the leased equipment as part of the monthly payment.

The system includes four Nortel Option 11 PBX's (Private Branch Exchange): Courthouse, Kennewick Annex, Justice Center-New Courts and Justice Center-Jail. Each PBX is managed separately and each has its own fixed set of licenses for digital, analog and IP phones. The PBX's are connected to allow 4 digit dialing between offices, calls to opposite ends of the county without requiring long distance, access to a central Nortel Call Pilot voice mail system, and access to SCAN (the state long distance system). Fiber is used to connect the PBX's at the New Courts and the Jail; a microwave T1 connects the Courthouse and New Courts; copper T1 connects the Kennewick Annex and New Courts. The system also includes three Nortel Reach 9150 Remote Office systems at the Planning Annex, Prosser Shop, and Kennewick Shop. These systems allow the functionality of the PBX to be extended to the remote offices. Currently, the county system has 830 phones in use along with several special use lines. The 830 phones are composed of 238 digital, 427 analog, and 165 IP phones.

Need for the Upgrade

Besides the expiration of the original lease, there are several reasons for pursuing another major upgrade to the voice system.

- There is no more room for expansion in the PBX at the Jail.
- With the addition of the new courtrooms and the Assessor's office, the New Courts PBX will be down to two or three digital and analog lines.
- Several of core components, including the Option 11 PBX's, have reached end of life for support from the manufacturer.
- The Nortel i2004 IP phones use an version of IP telephony that is no longer supported and cannot be upgraded.
- The Nortel Reach 9150 systems at the shops have had a number of unresolved issues especially with faxing.
- The physical server that supports the Call Pilot voice mail system needs the hardware replaced.

In general, the voice system is like most technology and is showing its age after five to six years.

Proposed Upgrade

Embarq (formerly Sprint) was the only respondent to an RFP published in 30-May-2008 and advertised during the first part of June. The proposed cost is about \$338,000 which would again be leased through TAMCO Capital. We would continue to carry Centurion Maintenance on all leased items at a cost of about \$33,000 per year.

Where possible, the upgrade will use existing components including most of the line cards in the PBX's and the physical cabinets. The system will be changed from four independent PBX's to a centralized Communication Server 1000 at the Justice Center-New Courts site. This will allow us to use a single pool of phone licenses as needed throughout the county facilities. It will also allow all sites to take advantage of the call queuing and music-on-hold added in 2007.

The PBX's at the Jail, Courthouse, and Kennewick Annex will become Survivable Media Gateways that can be programmed from the central server and can continue to operate with their existing programming if disconnected. The number of phones in the system will be increased to about 980 licenses including over 300 IP phones. All of the existing Nortel i2004 IP phones will be replaced. The three Reach 9150 systems will be replaced with Nortel Survivable Remote Gateways and the majority of the digital phones at the remote locations will be replaced with new IP phones.

IP telephony will become the new core of the system and the basis for expansion of the system in the future. This includes the communication between the main system components. The Communication Server and Media Gateways will be connected using the county fiber network. The Remote Gateways at the Planning Annex and Kennewick Shop will also communicate over fiber. The Prosser Shop will continue to connect over a point-to-point T1 circuit.

Both the hardware and software for the voice mail system will be upgraded to latest version of Nortel Call Pilot.

JOINT RESOLUTION

C

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AMENDING RESOLUTIONS 07-367 AND 2007 272
ESTABLISHING A SALARY GRADE FOR THE BI-COUNTY INDIGENT DEFENSE
COORDINATOR**

WHEREAS, on June 4, 2007 the Board of Benton County Commissioners approved Resolution 07-367 establishing a salary grade for the Bi-County Indigent Defense Coordinator at 85 percent of the Benton County Prosecuting Attorney's salary; and,

WHEREAS, on June 11, 2007 the Board of Franklin County Commissioners approved Resolution 2007-272 establishing a salary grade for the Bi-County Indigent Defense Coordinator at 85 percent of the Benton County Prosecuting Attorney's salary; and,

WHEREAS, the Boards of Benton and Franklin County Commissioners retain the right to modify or repeal this determination at their discretion and without prior notification; and

WHEREAS, the Boards of Benton and Franklin County Commissioners desire to amend their determination by maintaining the salary grade at its current 2008 budgeted amount, to be increased each year only with the approved COLA established for Benton County non-bargaining employees; **NOW THEREFORE**,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby approve the salary grade for the Bi-County Indigent Defense Coordinator at the 2008 budgeted amount, to be increased each year with the approved COLA established for Benton County non-bargaining employees; and,

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this ____ day of September, 2008

Dated this ____ day of September, 2008

Chairman of the Board

Chairman of the Board

Chairman Pro Tem

Chairman Pro Tem

Member
Constituting the Board of County Commissioners
Benton County, Washington

Member
Constituting the Board of County Commissioners
Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

RESOLUTION

d

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
SUSTAINABLE DEV. FUND NUMBER 0135-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, L. Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sustainable Dev.

Dept Nbr: 000

Fund Name: Sustainable Dev.

Fund Nbr: 0135-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.610	4102	Contract Services	\$10,000	558.610	5127	Planning Study	\$10,000
TOTAL			\$10,000	TOTAL			\$10,000

Explanation:

Transfer needed to pay for contract with WSDOT (1-82, Planning Study) from intergovernmental line item.

Prepared by: Cami McKenzie

Date: 03-Sep-2008

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

e

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF AWARDING A BLANKET PERSONAL SERVICE CONTRACT FOR
"AS NEEDED" KITCHEN EQUIPMENT REPAIR SERVICES THROUGHOUT BENTON
COUNTY FACILITIES

WHEREAS, per resolution 08-131, any public works services or materials involving less than \$10,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Facilities personnel solicits Yoder Inc. DBA Coffey Refrigeration for various kitchen equipment repair projects; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Yoder Inc., Kennewick, WA to be put in place for "as needed" kitchen equipment repair services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than \$10,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Yoder Inc's price rate attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Yoder Inc. the blanket service agreement for "as needed" services throughout Benton County facilities.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the public works contract attached hereto.

S **BE IT FURTHER RESOLVED** the term of the attached contract expires on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: September 8, 2008 Subject: Coffey Blanket Contract Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X</u> Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

Per the State Auditors request, a contract should be in place for any work performed for Benton County. Benton County needs kitchen equipment repair services from time to time. In order to be in compliance with the State Auditors request, we are seeking blanket contracts for "as needed" kitchen equipment repair services. This will allow the Facilities Manager to move forward with services without seeking a contract for each job.

FISCAL IMPACT

Refer to Exhibit A of the contract for the rate sheet

MOTION

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Yoder Inc., a Washington corporation, doing business as Coffey Refrigeration, with its principal offices at PO Box 6257, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit A - Contractor's Proposal
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR agrees to provide "as needed" kitchen equipment repair services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the

permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for kitchen equipment repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Dick Yoder
PO Box 6257
Kennewick, WA 99336
Phone 509-586-1519
Fax 509-586-0997

- b. For COUNTY:

Roy Rogers
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone 509-222-3710
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for kitchen equipment repair

services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. For any projects involving alteration, repair or replacement of any kitchen equipment that is built into, and therefore constitutes an integral part of any building belonging to COUNTY, at such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. For such projects, the CONTRACTOR shall not be paid for services rendered under this

Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. PROVIDED that the prevailing wages requirements shall only apply to work done on appliances that are built into, and therefore an integral part of, any structure owned by COUNTY.

COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

FURTHER PROVIDED that if liability is caused by or results

from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also maintain employer's liability insurance that covers disease

and bodily injury with limits of no less than \$1 million.

- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:
- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
 - 4) Any failure to comply with reporting provisions of the

- policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional 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:

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of

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

11. TERMINATION

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws; rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR when such work entails modification, repair or installation of any appliance that is designed to be built-in to any portion of any

building belonging to COUNTY. Under such circumstances, CONTRACTOR shall also ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

13. NONDISCRIMINATION

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

14. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed. The parties specifically certify that the provisions contained within paragraph 8(b) are mutually negotiated.

BENTON COUNTY

Yoder Inc.

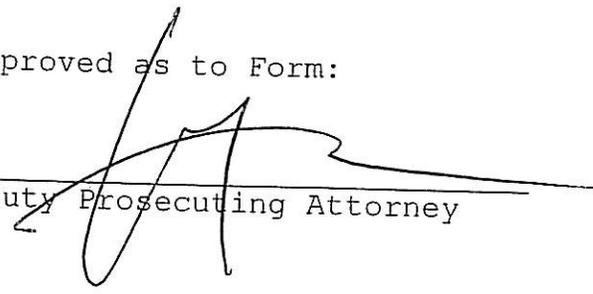
Claude Oliver, Chairman
Benton County Commissioner

Richard Yoder
Dick Yoder
Title: *Pres.*

Dated: _____

Dated: 5-15-08

Approved as to Form:


Deputy Prosecuting Attorney

Coffey

REFRIGERATION

COMMERCIAL REFRIGERATION AND AIR CONDITIONING

P.O. Box 6257, Kennewick, Wa 99336 (509)586-1519 Office (509)586-0997 FAX

August 27, 2008

Keith Mercer
Benton County Correctional Facilities
7122 W. Okanogan, Box B
Kennewick, Wa 99336

Mr. Mercer:

Thank you for choosing Coffey Refrigeration as your kitchen maintenance company. Our labor rates are as follows:

Regular labor rate: (8 am to 4:30 pm weekdays) \$100.00 per hour
Overtime labor rate: (Saturday, Sunday and after 4:30 pm to 8 am) \$150.00 per hour

Please call me if you need other information from us.

Sincerely,



Valarie Yoder
Coffey Refrigeration

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

BENTON COUNTY
EFFECTIVE 08/31/2008

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL				
BOILERMAKERS	\$30.36	1M	5D	
JOURNEY LEVEL				
BRICK AND MARBLE MASONS	\$50.33	1C	5N	
JOURNEY LEVEL				
CABINET MAKERS (IN SHOP)	\$37.52	2M	5A	
JOURNEY LEVEL				
CARPENTERS	\$8.45	1		
CARPENTER				
MILLWRIGHT AND MACHINE ERECTORS	\$36.33	1B	5A	8N
PILEDRIIVER/CARPENTER	\$38.33	1B	5A	8N
PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING	\$36.33	1B	5A	8N
\$36.60	\$36.60	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL				
DIVERS & TENDERS	\$33.81	1N	5D	
DIVER				
DIVER TENDER	\$71.05	1B	5A	8A
DIVING MASTER	\$39.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$45.35	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$39.30	1B	5A	
DREDGE WORKERS	\$37.55	1B	5A	
ASSISTANT ENGINEER	\$47.09	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$46.58	1N	5D	8D
BOATMEN	\$47.09	1N	5D	8D
ENGINEER WELDER	\$47.14	1N	5D	8D
LEVERMAN, HYDRAULIC	\$48.71	1N	5D	8D
MAINTENANCE	\$46.58	1N	5D	8D
MATES	\$47.09	1N	5D	8D
OILER	\$46.58	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL				
ELECTRICAL FIXTURE MAINTENANCE WORKERS	\$31.66	1P	5A	
JOURNEY LEVEL				
ELECTRICIANS - INSIDE	\$34.23	1		
JOURNEY LEVEL				
ELECTRICIANS - MOTOR SHOP	✓ \$47.21	1E	5A	
CRAFTSMAN				
JOURNEY LEVEL	\$15.37	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION	\$14.69	2A	6C	
CABLE SPLICER				
	\$56.53	4A	5A	

**BENTON COUNTY
EFFECTIVE 08/31/2008**

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	Over		<u>Note Code</u>
		<u>Time Code</u>	<u>Holiday Code</u>	
CHAIN SAW OPERATOR AND FALLER	\$30.90	1M	5D	
CLEAN-UP LABORER	\$30.36	1M	5D	
CONCRETE CREWMAN	\$30.36	1M	5D	
CONCRETE SAW, WALKING	\$30.63	1M	5D	
CONCRETE SIGNALMAN	\$30.36	1M	5D	
CONCRETE STACK	\$30.90	1M	5D	
CRUSHER FEEDER	\$30.36	1M	5D	
DEMOLITION	\$30.36	1M	5D	
DEMOLITION TORCH	\$30.63	1M	5D	
DOPE POT FIREMAN	\$30.63	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON MACHINERY	\$30.63	1M	5D	
DRILL WITH DUAL MASTS	\$31.18	1M	5D	
DRILL, AIR TRACT	\$30.90	1M	5D	
DRILLS, WAGON	\$30.63	1M	5D	
DUMPMAN	\$30.36	1M	5D	
EROSION CONTROL WORKER	\$30.36	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$28.26	1M	5D	
FIRE WATCH	\$30.36	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$30.36	1M	5D	
FORM SETTER, PAVING	\$30.63	1M	5D	
GENERAL LABORER	\$30.36	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$32.89	1M	5D	
GROUT MACHINE HEADER TENDER	\$30.36	1M	5D	
GUARDRAIL ERECTOR	\$30.36	1M	5D	
GUNITE NOZZLEMAN	\$30.90	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$31.18	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$30.90	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$30.63	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$30.36	1M	5D	
HIGH SCALER	\$30.90	1M	5D	
JACKHAMMER	\$30.63	1M	5D	
LASER BEAM OPERATOR	\$30.90	1M	5D	
MINER, CLASS "A"	\$30.36	1M	5D	
MINER, CLASS "B"	\$30.63	1M	5D	
MINER, CLASS "C"	\$30.90	1M	5D	
MINER, CLASS "D"	\$31.18	1M	5D	
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$30.90	1M	5D	
MORTAR MIXER	\$30.90	1M	5D	
NIPPER	\$30.36	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$30.90	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$30.63	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$30.63	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$30.90	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$30.63	1M	5D	
PIPE, WATER LINER	\$30.63	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$30.63	1M	5D	
PIPELAYER, MULTI PLATE	\$30.63	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$30.90	1M	5D	
PIPEWRAPPER	\$30.90	1M	5D	
PLASTERER TENDER	\$30.90	1M	5D	
POT TENDER	\$30.63	1M	5D	

BENTON COUNTY
EFFECTIVE 08/31/2008

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u>		
		<u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$34.81	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$35.09	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$34.81	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$35.09	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$35.36	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$35.36	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$35.09	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$34.49	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$35.09	1M	5D	8D
BELT FINISHING MACHINE	\$33.88	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$34.49	1M	5D	8D
BENDING MACHINE	\$34.49	1M	5D	8D
BIT GRINDERS	\$33.56	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$35.36	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$35.36	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$35.09	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$33.88	1M	5D	8D
BOAT OPERATORS	\$33.01	1M	5D	8D
BOBCAT (SKID STEER)	\$34.49	1M	5D	8D
BOLT THREADING MACHINE	\$33.56	1M	5D	8D
BOOM CATS (SIDE)	\$35.09	1M	5D	8D
BORING MACHINE (EARTH)	\$34.49	1M	5D	8D
BORING MACHINE (ROCK)	\$34.49	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$34.49	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$35.09	1M	5D	8D
CABLEWAY OPERATORS	\$35.36	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$34.49	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$34.81	1M	5D	8D
CEMENT HOG	\$33.88	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$34.49	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$34.49	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$35.09	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$33.88	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$33.56	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$35.36	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$35.09	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$34.65	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$33.88	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$35.09	1M	5D	8D
CRANES, 25 TON & UNDER	\$34.81	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$35.09	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$35.59	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$35.89	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$35.36	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$35.84	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$36.16	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$36.46	1M	5D	8D

BENTON COUNTY

EFFECTIVE 08/31/2008

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
MUCKING MACHINE	\$34.49	1M	5D	8D
OILER	\$33.01	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$33.56	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$34.65	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$33.88	1M	5D	8D
PAVING (DUAL DRUM)	\$34.81	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$35.09	1M	5D	8D
PILEDIVING ENGINEERS	\$34.81	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$34.49	1M	5D	8D
POWER BROOM	\$33.88	1M	5D	8D
PROBE TENDER (ROTO-MILL)	\$33.88	1M	5D	8D
PUMP (GROUT OR JET)	\$34.49	1M	5D	8D
PUMP OPERATOR (WATER)	\$33.56	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$35.09	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$33.88	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$33.88	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$33.88	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$34.81	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$34.81	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$34.65	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$35.09	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$33.56	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$35.09	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$33.88	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$35.09	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$35.36	1M	5D	8D
SCREED OPERATOR	\$35.09	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$35.36	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$35.09	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$34.81	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$34.65	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$34.49	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$33.88	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$33.88	1M	5D	8D
SPREADER MACHINE	\$34.49	1M	5D	8D
STEAM CLEANER	\$33.01	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$33.88	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$34.65	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$33.88	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$35.09	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$34.49	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$34.49	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$35.09	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$34.65	1M	5D	8D
TUG BOAT OPERATOR	\$35.09	1M	5D	8D
TUGGER OPERATOR	\$33.88	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$34.65	1M	5D	8D
TURNHEAD OPERATOR	\$34.49	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$35.36	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$35.09	1M	5D	8D

BENTON COUNTY
EFFECTIVE 08/31/2008

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	(See Benefit Code Key)		
		<u>Over</u> <u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$31.46	2B	5A	
HOLE DIGGER/GROUND PERSON	\$17.58	2B	5A	
INSTALLER (REPAIRER)	\$30.17	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$29.26	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$31.46	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$30.82	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$31.46	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$29.26	2B	5A	
TELEVISION GROUND PERSON	\$16.67	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.19	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$26.42	2B	5A	
TELEVISION TECHNICIAN	\$23.76	2B	5A	
TREE TRIMMER	\$29.26	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$29.88	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$25.80	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$35.56	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$35.72	1N	5D	8M
DUMP TRUCK	\$35.56	1N	5D	8M
DUMP TRUCK & TRAILER	\$35.72	1N	5D	8M
OTHER TRUCKS	\$35.45	1N	5D	8M
TRANSIT MIXER	\$35.54	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$18.00	1		

Coffey

REFRIGERATION

COMMERCIAL REFRIGERATION AND AIR CONDITIONING

P.O. Box 6257, Kennewick, Wa 99336 (509)586-1519 Office (509)586-0997 FAX

August 27, 2008

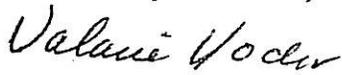
Keith Mercer
Benton County Correctional Facilities
7122 W. Okanogan, Box B
Kennewick, Wa 99336

Kitchen Equipment Repair Services
NTE: \$10,000 base contract
Related amendments to contract

Attention Benton County Contract Representative
Benton County Commissioners
P.O. Box 190
Prosser, Wa 99350
509-786-5600 Phone
509-786-5625 Fax

With regards to the above mentioned contract, let it be documented that it is Coffey Refrigeration's desire to elect in lieu of a performance bond to allow Benton County to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor & Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later.

Respectfully submitted,



Valarie Yoder
Coffey Refrigeration

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

COPY

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

BACKGROUND INFORMATION

The Counties' Substance Abuse Administrative Board (SAAB) is a nine member board which reviews substance abuse treatment and prevention programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

The Substance Abuse Administrative Board currently has three vacant positions. Andrea Ray has expressed interest in being appointed to the Substance Abuse Administrative Board for a term ending December 31, 2010.

RECOMMENDATION

1st Sign the Joint Resolution to appoint Andrea Ray to a term that will expire December 31, 2010.

FISCAL IMPACT

There is no fiscal impact. This is a voluntary position.

MOTION

To approve signing the Joint Resolution to appoint Andrea Ray to a term on the Substance Abuse Administrative Board that will expire on December 31, 2010.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AN APPOINTMENT TO THE BENTON-FRANKLIN COUNTIES SUBSTANCE
ABUSE ADMINISTRATIVE BOARD

WHEREAS, Benton County Resolution #82-479 and Franklin County Resolution #82-110 created the Benton-Franklin Counties Substance Abuse Administrative Board; and,

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

WHEREAS, there are currently three vacant positions on this Board, and Andrea Ray has expressed interest and willingness to accept appointment to the Substance Abuse Administrative Board, and,

WHEREAS, the term of this vacant position will expire on December 31, 2010, and,

WHEREAS, the Substance Abuse Administrative Board recommends this appointments; NOW,
THEREFORE,

BE IT RESOLVED that Andrea Ray, 6208 Woodbine Drive, Pasco, WA 99301 be hereby appointed to the Benton-Franklin Counties Substance Abuse Administrative Board to a term that will expire on December 31, 2010.

DATED: _____

DATED: _____

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Originals: Human Services
Franklin County Commissioners
Andrea Ray

BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES
ADVISORY BOARD APPLICATION

RECEIVED

JUL 24 2008

Handwritten initials/signature

Please check only one box. If you are interested in more than one Board, please fill out separate applications.

Developmental Disabilities Advisory Board

Mental Health Advisory Board

Substance Abuse Administrative Board

Name: Andrea K Ray	Telephone # Home 5476277 Work (cell) 554-6721 E-mail Address egoflife@hotmail.com
Home Address: 6208 Woodbine Drive, Pasco, WA 99301	
Employer: Lutheran Community Services	
Please identify other boards on which you currently serve or with which you are affiliated. None	
What experience do you have that would be helpful on an advisory board? I have over 11 years in the field of substance abuse and am a co-occurring disorders specialist. Am trained on the best practices in our state for providing substance abuse treatment. Understand WAC implementation and the DASA requirements for substance abuse treatment and prevention.	
Why are you interested in serving on this board? To continue my involvement in substance abuse treatment in this community. Aid the community to continue to improve substance abuse services in this community.	
What would you like the board to accomplish? To assist the treatment agencies to form better collaboration, develop a training consortium to keep clinicians updated on the best practices in our field and those that benefit the consumer/community the most. Allow both professional and public community to have a better understanding/less stigma regarding substance abuse/dependence and treatment.	
Describe your interest or experience in this service area: Initiated the SMART Recovery support group to start in this community about 3 years ago. Coordinated the Voices of Recovery Event 2007 held at Howard Amen Park. Provided training to the community through DASA last fall.	

Conflict of Interest: the Counties will not be able to appoint anyone to those boards who might constitute a conflict of interest or violate the Washington State Appearance of Fairness Doctrine. Please answer the following questions in this regard:

Are you or any member of your family:

- Employed by an agency who provides these services? Yes No
- Members of the board of on any committee of any agency? Yes No
- Have any financial interest in any agency? Yes No

Several boards have membership requirements, such as minority, consumer and advocate representation. Please provide the following information to help us determine if we are meeting our composition requirements.

If you are applying for the Substance Abuse Administrative Board, RCW 70.96A.300(2) state that at least one quarter of the members of the Board shall be recovered alcoholics or other recovered drug addicts. If you meet this criteria and would be willing to state so for our records, please enclose a separate sheet of paper indicating this and sign it. Thank you.

Are you now, or have you ever been, a recipient of mental, developmental disabilities and/or substance abuse services? Yes No

Do you have a friend or relative who has been or is a consumer of services now? Yes No

If so, which service(s)? Mental Health

Are you a member of an advocacy group? Yes No

If so, which one? _____

Are you a member of an ethnic group or community? Yes No

Is so, which one? _____

Signature *via e-mail* Date *7/24/08*
ce

Please return application form to:

**Department of Human Services
7207 West Deschutes Avenue
Kennewick, WA 99336
783-5284**

9

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED 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 09-15-08 F/C 09-22-08		
SUBJECT: Truancy Contract for Finley School District for 2008 2009 School Year		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2008, through June 30, 2009), the Finley School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2008, through July 31, 2009.

SUMMARY

Finley has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Finley School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

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 authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Finley School District.

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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND FINLEY SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Finley School District, in the amount of \$1,350.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2008 and terminating on July 31, 2008, 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 Fee For Service Contract.

DATED this 15th day of September 2008.

DATED this 22nd day of September 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 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 Finley School District, with its principal offices at 224606 E Game RD, Kennewick, WA, 99337 (hereinafter referred to as "District").

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 from September 1, 2008, through July 31, 2009, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

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 District:
Suzanne Feeney
Superintendent
Finley School District
224606 E Game RD
Kennewick WA 99337
Phone: (509) 586-3217
Fax: (509) 586-4408
E-Mail: sfeeney@finleysd.org

- B. For Counties:
Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. The District will pay Counties One Thousand Three Hundred Fifty Dollars (\$1,350.00) for the entire Contract period, to be paid in quarterly installments of Three Hundred Thirty-Seven Dollars and Fifty Cents (\$337.50) each and processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed One Thousand Three Hundred Fifty Dollars (\$1,350.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. **HOLD HARMLESS AND INDEMNIFICATION**

The District 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 District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District'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.

7. **TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. **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.

10. **COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

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

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. **DISPUTES**

Differences between the District 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 Counties 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 District's right to seek judicial relief.

13. **CONFIDENTIALITY**

The District, 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 District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT

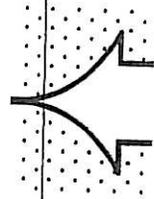
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. 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:

FINLEY SCHOOL DISTRICT		BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER	
<i>Suzanne Feeney</i>		<i>Sharon A. Paradis</i>	
Suzanne Feeney Superintendent	Date	Sharon A. Paradis Administrator	7/23/08 Date
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
Approved as to Form:		Approved as to Form:	
<i>Sarah Perry</i> 9/3/08		Agreed Review Performed by Benton County	
Sarah Perry, Deputy Prosecuting Attorney Date		Ryan Verhulp, Civil Deputy Prosecuting Attorney Date	
By: _____	By: _____	Name: <u>Claude L. Oliver</u>	Name: <u>Robert E. Koch</u>
Name: _____	Name: _____	Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Title: _____	Title: _____	Date: _____	Date: _____
Date: _____	Date: _____	Attest: _____	Attest: _____
Attest: _____	Attest: _____	Clerk of the Board: _____	Clerk of the Board: _____
Clerk of the Board: _____	Clerk of the Board: _____		



AGENDA ITEM: Consent	TYPE OF ACTION NEEDED 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 09-15-08 F/C 09-22-08		
SUBJECT: Truancy Contract for Prosser School District for 2008 2009 School Year		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2008, through June 30, 2009), the Prosser School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2008, through July 31, 2009.

SUMMARY

Prosser has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Prosser School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

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 authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Prosser School District.

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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PROSSER SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Prosser School District, in the amount of \$10,450.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2008 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 Fee For Service Contract.

DATED this 15th day of September 2008.

DATED this 22nd day of September 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 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 Prosser School District, with its principal offices at 823 Park AVE, Prosser, WA, 99350, (hereinafter referred to as "District").

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 from September 1, 2008, through July 31, 2009, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 170 hours at \$14.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

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 District:
Dr. Ray Tolcacher
Superintendent
Prosser School District
823 Park AVE
Prosser WA 99350
Phone: (509) 786-3323
Fax: (509) 786-2062
E-mail: ray.tolcacher@prosserschools.org
- B. For Counties:
Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. The District will pay Counties Eight Thousand Seventy Dollars (\$8,070.00), plus Two Thousand Three Hundred and Eighty Dollars (\$2,380.00) for tracker services, to be paid in quarterly installments of Two Thousand Six Hundred Twelve Dollars and Fifty Cents (\$2,612.50) for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Ten Thousand Four Hundred Fifty Dollars (\$10,450.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. **HOLD HARMLESS AND INDEMNIFICATION**

The District 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 District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District'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.

7. **TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. **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.

10. **COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

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

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. **DISPUTES**

Differences between the District 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 Counties 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 District's right to seek judicial relief.

13. **CONFIDENTIALITY**

The District, 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 District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District 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.

16. 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.

17. 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.

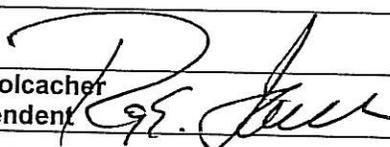
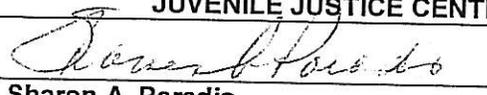
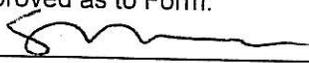
18. ENTIRE AGREEMENT

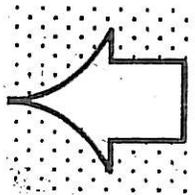
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. 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:

PROSSER SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 Dr. Ray Tolcacher Superintendent	 Sharon A. Paradis Administrator
Date: _____	Date: <u>7/23/08</u>
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  <u>9/3/08</u> Sarah Perry, Deputy Prosecuting Attorney Date	Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____



AGENDA ITEM: Consent	TYPE OF ACTION <u>NEEDED</u>	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 09-08-08 F/C 09-15-08			
SUBJECT: Truancy Contract for Kennewick School District for 2008 2009 School Year			
Prepared By: Kathryn M. Phillips			
Reviewed By: Sharon Paradis			

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2008, through June 30, 2009), the Kennewick School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2008, through July 31, 2009.

SUMMARY

Kennewick has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Kennewick School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

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 authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Kennewick School District.

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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KENNEWICK SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Kennewick School District, in the amount of \$42,433.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2008 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 Fee For Service Contract.

DATED this 8th day of September 2008.

DATED this 15th day of September 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 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 Kennewick School District, with its principal offices at 524 South Auburn, Kennewick, WA, 99336, (hereinafter referred to as "District").

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 from September 1, 2008, through July 31, 2009, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$14.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

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 District:

Dave Bond
Superintendent
Kennewick School District
524 South Auburn
Kennewick WA 99336
Phone: (509) 222-5020
Fax: (509) 222-5050
E-mail: dave.bond@ksd.org

B. For Counties:

Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. The District will pay Counties Thirty-One Thousand Nine Hundred Five Dollars (\$31,905.00) to be paid in quarterly installments of Seven Thousand Nine Hundred Seventy-Six Dollars and Twenty-Five Cents (\$7,976.25) each, plus up to Ten Thousand Five Hundred Twenty-Eight Dollars (\$10,528.00) for tracker services, for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Forty-Two Thousand Four Hundred Thirty-Three Dollars (\$42,433.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. **HOLD HARMLESS AND INDEMNIFICATION**

The District 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 District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District'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.

7. **TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. **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.

10. **COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

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

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. **DISPUTES**

Differences between the District 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 Counties 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 District's right to seek judicial relief.

13. **CONFIDENTIALITY**

The District, 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 District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT

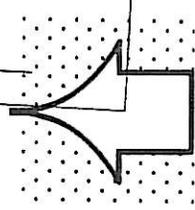
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. 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:

KENNEWICK SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
<i>Dave Bond</i> <i>7/31/08</i> Date	<i>Sharon A. Paradis</i> <i>7/23/08</i> Date
Dave Bond Superintendent	Sharon A. Paradis Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>[Signature]</i> <i>8/21/08</i> Date	Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
Sarah Perry, Deputy Prosecuting Attorney	
By: _____ Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____



AGENDA ITEM: Consent	TYPE OF ACTION NEEDED 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 09-08-08 F/C 09-15-08		
SUBJECT: Truancy Contract for Pasco School District for 2008 2009 School Year		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2008, through June 30, 2009), the Pasco School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2008, through July 31, 2009.

SUMMARY

Pasco has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Pasco School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

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 authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Pasco School District.

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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PASCO SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Pasco School District, in the amount of \$27,435.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2008 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 Fee For Service Contract.

DATED this 8th day of September 2008.

DATED this 15th day of September 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 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 Pasco School District, with its principal offices at 1215 W Lewis, Pasco, WA, 99301, (hereinafter referred to as "District").

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 from September 1, 2008, through July 31, 2009, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

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 District:
Sandra L. Hill
Superintendent
Pasco School District
1215 W Lewis
Pasco WA 99301
Phone: (509) 543-6700
Fax: (509) 546-2685
E-mail: shill@psd1.org

- B. For Counties:
Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. The District will pay Counties Twenty-Seven Thousand Four Hundred and Thirty-Five Dollars (\$27,435.00) to be paid in quarterly installments of Six Thousand Eight Hundred Fifty-Eight Dollars and Seventy-Five Cents (\$6,858.75) each, for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice (bill) from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Twenty-Seven Thousand Four Hundred and Thirty-Five Dollars (\$27,435.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. **HOLD HARMLESS AND INDEMNIFICATION**

The District 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 District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District'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.

7. **TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. 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.

10. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. DISPUTES

Differences between the District 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 Counties 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 District's right to seek judicial relief.

13. CONFIDENTIALITY

The District, 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 District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT

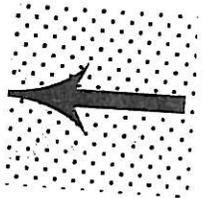
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. 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:

PASCO SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
<i>Saundra Hill</i> 8-6-08	<i>Sharon A. Paradis</i> 7/23/08
Saundra Hill Superintendent	Sharon A. Paradis Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>[Signature]</i> 8/21/08	Approved as to Form: _____
Sarah Perry, Deputy Prosecuting Attorney Date	Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____	By: _____
Name: <u>Claude L. Oliver</u>	Name: <u>Robert E. Koch</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____



Cousin's Restaurant

Date: 9/4/2008 Time: 1:18:02 PM

Status: Approved

Card Type: American Express
Card Number: XXXXXXXXXXXX2014
Expiration Date: 2/28/2009
Swipe/Manual: Swipe
Server ID: 500
Server Name: Seth
Check Number: 158113
Number Of Covers: 15
Persons: 8
Card Owner: BECKEN/STEVEN

AMOUNT	11.34
TIP	<u>2.00</u>
TOTAL	<u>13.34</u>

Approval: 543601

**BECKEN/STEVEN
'S COPY**

COUSIN'S RESTAURANT & SALOON - PASCO

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: : WEBBER CANYON ROAD - CE 1620 CRP

WHEREAS, by resolution dated September 2, 2008, award was made to , Tapani Underground, Inc., Battle Ground, Washington; and

WHEREAS, the contract in the amount of \$4,924,971.50 has been executed by Tapani Underground, Inc.; NOW, THEREFORE,

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

Dated this 15th day of September, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

RESOLUTION

m

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL AND REVOLVING
(E. R. & R) FUND PROPERTY - C MOORE QUARRY; PARCEL #1-1787-100-0000-000

WHEREAS, Benton County wishes to lease a quarry site in Section 17, Township 8 North,
Range 27 East, W.M., commonly known as C. Moore Quarry; and

WHEREAS, the owners, Carl & Marjorie Moore, owners, have signed a Lease Agreement for a
period of five (5) years; and

WHEREAS, the County Engineer recommends approval of the Lease Agreement; NOW,
THEREFORE,

BE IT RESOLVED that the Lease Agreement for the Coats Pit Site, Parcel #1-1787-100-0000-
000 be and hereby is approved, and the Board is hereby authorized to sign said Lease on behalf
of Benton County.

Dated this 15th day of September 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington
RBD:LJM:dlh

Filed for Record at Request of:

Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

Document Title: Lease Agreement

Reference Number of Related Documents:

Grantor(s): Sutoga, LLC

Grantee(s): Benton County

Legal Description: A portion of the NE ¼ of Section 17, Township 8 North, Range 27 East, W.M.

Assessor's Tax Parcel Numbers: 1-1787-100-0000-000

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2008, by and between Sutoga, LLC, a Washington Limited Liability Company, the owners, and BENTON COUNTY, a Political Subdivision of the State of Washington, is made for the purpose of permitting Benton County Public Works Department to crush and stockpile road surfacing materials on the following described parcel of land commonly known as the C. Moore Quarry:

Beginning at the Northwest corner of said section; thence South 87°40'33" East a distance of 3,754.41 feet along the North line of said section to the True Point of Beginning; thence South 24°48'49" West a distance of 1250.18 feet to a point on the North right of way line of County Well Road; thence South 49°47'11" East along said right of way line a distance of 420.70 feet to a point of curvature; thence Northeasterly along said curve being concave to the North, a distance of 199.49 feet, passing through an angle of 3°50'54", said curve having a radius of 2,970.00 feet, a chord distance of 199.45 feet and a chord bearing of South 51°42'38" East to a point of tangency; thence South 59°47'20" East a distance of 186.56 feet; thence North 67°37'51" East a distance of 301.10 feet to a point of curvature on the centerline of Webber Canyon Road, said curve being a non-tangent curve to the right, the radius point of said curve bears North 77°53'35" East a distance of 1,350.00 feet; thence Northwesterly along said centerline said curve being concave to the Northeast, a distance of 958.28 feet, passing through an angle of 40°40'15", said curve having a radius of 1,350.00 feet, a chord distance of 938.29 feet and a chord bearing of North 8°13'42" East to a point of tangency; thence continuing along said centerline North 28°33'49" East a distance of 622.96 feet to a point on the North line of said Section 17; thence North 87°40'33" West a distance of 825.64 feet along said North line to the True Point of Beginning.

Contains 27.45 acres less County Road Right of Way.

The following is agreed upon by both parties:

1. The period of this agreement shall be five years (5) beginning July 1, 2008, and ending July 1, 2013. At the end of such period, this agreement may be renewed if agreeable to both parties.
2. The Benton County Public Works Department is permitted to crush and stockpile road surfacing materials within the quarry and stockpile area described for that purpose.
3. The Benton County Public Works Department will obtain/maintain a surface mining permit from the Department of Natural Resources and comply with the conditions thereof.

4. The owners of the land are permitted to enter in or upon said quarry site at any time.
5. The consideration for the privilege to crush surfacing materials on said land is \$0.40 per ton of rock produced, said consideration to be paid upon completion of each crushing contract on said land. In lieu thereof, the owners herein may obtain the same value in crushed surfacing materials. Measurement of rock will be made in the processed state; that is, pay quantities shall be the amount of crushed rock produced. If removal of objectionable material from the quarry rock is required to produce a product which will meet State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, the removed material will not be a pay item in this agreement unless such removed materials or shot rock is actually used, and payment for shot rock or objectionable material will be \$0.60 per cubic yard as measured in the truck. The consideration for the privilege to stockpile crushed surfacing materials on said land is \$600.00 per year. Payment to stockpile crushed surfacing materials may be paid in a lump sum for the period of the lease or may be paid annually.
6. The County Road Department or its contractors may enter in or upon said quarry at any time for the purpose of crushing, stockpiling, and removing crushed rock and for other operations connected with the normal operations of a quarry and stockpile site.
7. Benton County shall hold Sutoga, LLC harmless from any claims or actions arising out of Benton County's use of said premises, including the cost of defending said claims.
8. Upon the expiration of this agreement, all materials owned by Benton County will be removed from the lease premises and reclamation work will proceed as per the surface mining permit.

SIGNED this 25TH day of AUGUST, 2008.

OWNERS:

Carl C. Moore
Carl C. Moore, for Sutoga LLC

Marjorie J. Moore
Marjorie J. Moore, for Sutoga LLC

SIGNED this _____ day of _____, 2008.

BENTON COUNTY:

Chairman, Board of County Commissioners

Chairman, Pro-Tem

Member

APPROVED AS TO FORM:

Kathal B. [Signature]
Deputy Prosecuting Attorney

07/01/08
Date

RESOLUTION

n

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON :

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE:

Set speed limit on a portion of Finley Road north of CR 397 (Intertie).

WHEREAS, The Board of County Commissioners of Benton County, Washington in the exercise of a governmental function for and on behalf of said Benton County in the protection of life, health, safety, welfare and convenience of the inhabitants of said County, is desirous of making certain restrictions on the traffic using the County Roads designated below; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated below shall be as follows;

That it shall be unlawful for the operator of any vehicle to exceed 45 MPH on that portion of the new constructed Finley Road alignment from CR 397 north to the existing Finley Road (approximately 1 mile).

This resolution shall be effective October 1, 2008.

Dated this 15th day of September, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest : _____
County Clerk of the Board

Constituting the Board of
Commissioners of Benton County,
Washington.

RBD:NWC:nwc

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	Sept. 15, 2008	Execute Contract :	
Subject :	Finley Rd Speed	Pass Resolution :	x
Prepared by :	NWC	Pass Ordinance :	
Reviewed by :	RBD	Pass Motion :	
		Other :	
		Consent Agenda :	x
		Public Hearing :	
		1st Discussion :	
		2 nd Discussion :	
		Other :	

BACKGROUND INFORMATION

Benton County has constructed CR 397 (Intertie), from South Olympia Street and to east of Finley Road, south of Kennewick including a new alignment of a portion of Finley Road north of CR397 . There has been no speed limit designated for this new road. The road has been constructed to current safety guidelines and would accommodate a speed of 45 MPH safely and efficiently.

SUMMARY

RCW 46.61.415 (1) (b) permits counties "local authority" (the BOCC) to establish speed limits on local roads.

RECOMMENDATION

Establish a speed limit of 45 MPH on Finley Road from CR 397 north to existing Finley Road approximately 1 mile.

FISCAL IMPACT

None now.

MOTION

N/A

BENTON COUNTY
SALARY REQUEST STATEMENT



REASON FOR REQUEST: Entry-Level pay scale

POSITION: Mechanic II, Kennewick Shop

Michael J. Zamora
NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE: Upon initial hiring

OFFICE/DEPARTMENT: Public Works/ERR Dept.

SALARY FROM: Grade 11, Step A through D

TO: Grade 11, Step E

Ross B. [Signature]
~~ELECTED OFFICIAL/DEPARTMENT DIRECTOR~~

DATE: 9/9/08

APPROVED _____	DENIED _____
CHAIRMAN _____	
MEMBER _____	
MEMBER _____	
DATE _____	

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolutions, etc.)

BASIS: Benton County has historically shown flexibility regarding entry-level pay scale adjustments DOQ. It is requested that Michael Zamora enter the Benton County pay scale at Salary Schedule Grade 11, Step E based upon his education, experience and qualifications. It is our request that Mr. Zamora's enter the employ of Benton County with minimal financial impacts between his current employer and Benton County.

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: \$1,452

AGGREGATE IMPACT: Replacement Personnel

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

The top applicants were interviewed and the first choice was made based on education, experience and qualifications. Mr. Zamora is currently employed as an Automotive Technician with 15 years experience. His education includes an Associates of Arts degree from Renton Technical College. He is an ASE Master Technician, and is a Specialty Service Ford Technician. Mr. Zamora has substantial training and experience with diesel equipment and automotive vehicles. Additionally, he has received ongoing technical training throughout his employment. Mr. Zamora routinely performs drivability and minor/major maintenance and repair work on vehicles and diesel equipment. As a Benton County employee, Mr. Zamora requires minimal introduction or training and would have an immediate positive impact on ER&R shop operations.

List names of other employees who hold the same classification. Include grade, step, and salary.

Current Mechanic II Employees:

Ken Rochleau:	Grade 11 Step I	Salary \$4115 per month
Michael McGhan:	Grade 11 Step E	Salary \$3586 per month

P

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING FOOD SERVICES TO INMATES OF THE BENTON COUNTY JAIL

WHEREAS, proposals for the provision of food services to inmates of the Benton County Jail, located within the premises of the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, Washington, were solicited from interested providers in 2001; and

WHEREAS, an agreement was entered into on December 17, 2001 between Benton County and Consolidated Food Management Inc., for provision of food services to inmates of the jail for calendar year 2002 (see Resolution 01 698); and

WHEREAS, Benton County has been satisfied with the food service provided by Consolidated Food Management Inc; and

WHEREAS, the parties' 2001 agreement provides for annual extensions of the agreement, which have been made for 2003, 2004, 2005, 2006, 2007 and 2008 (through September 30, 2008); and

WHEREAS, the parties wish to extend the agreement through December 31, 2008; **NOW THEREFORE**,

BE IT HEREBY RESOLVED, that the Chairman of the Board of County Commissioners is authorized to sign, on behalf of the Board, the Extension Agreement attached hereto between Benton County and Consolidated Food Management Inc., for the provision for food services to the jail through December 31, 2008 under the terms enumerated in the Extension Agreement.

Dated this _____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: September 15, 2008 Subject: Cons. Food Mgt extension agreement Prepared By: Keith Mercer Reviewed By: Loretta	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X</u> Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

The contract with Consolidated Food Management will expire on September 30, 2008 per resolution 08-654. The contract needs to be extended in order to pay for the food provided to the inmates. We are in the process of putting together a Request for Proposal (RFP) for inmate food services. The RFP has been reviewed and approved by Eric Hsu. The next step is to send the RFP to the vendors and review the quotes as they come in. This process will take a little time and we would like to extend the current agreement with Consolidated Food Management.

FISCAL IMPACT

Refer to Exhibit A of the Extension Agreement for the rate sheet

MOTION

EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008 by and between BENTON COUNTY, WASHINGTON, a political subdivision of the State of Washington, hereinafter called "COUNTY" and CONSOLIDATED FOOD MANAGEMENT, INC. a Washington Corporation, hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into an agreement with a term commencing January 1, 2002, and concluding on December 31, 2002, whereby the CONTRACTOR would provide food services, as more fully defined in the contract documents, to inmates of the Benton County Corrections Facility (hereinafter "Facility") located within the premises of the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington, and

WHEREAS, the Special Provisions section, paragraph 2.1 of that agreement provides that upon the mutual written consent of the parties, the agreement may be renewed for periods of one year, and

WHEREAS, the parties' 2001 agreement provides for annual extensions of the agreement, which have been made for 2003, 2004, 2005, 2006, 2007 and 2008 (through September 30, 2008); and

WHEREAS, the parties wish to renew the agreement for another period commencing October 1, 2008 and expiring December 31, 2008, and to modify the agreement.

NOW THEREFORE, in consideration of the payments, provisions and agreements set forth in the parties' 2002 agreement, the parties agree as follows:

1. This Extension Agreement, and the parties' existing agreement and all contract documents incorporated therein constitute the integrated agreement between parties.
2. The CONTRACTOR shall provide food services, as more fully defined in the parties' existing agreement, to inmates of the Facility commencing October 1, 2008, and concluding on December 31, 2008.
3. The costs per meal will be as set forth on Attachment A.
4. It is further agreed by the parties that, except as provided hereinabove, terms of the aforementioned agreement and all related contract documents shall remain unchanged and be in full force and effect.
5. This Extension Agreement shall be effective October 1, 2008 through December 31, 2008.

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

BENTON COUNTY

Consolidated Food Management Inc.

Claude Oliver, Chairman

Signature

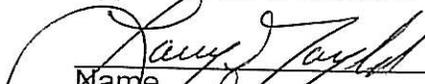
Date: _____

Ken Chow

Approved as to Content:

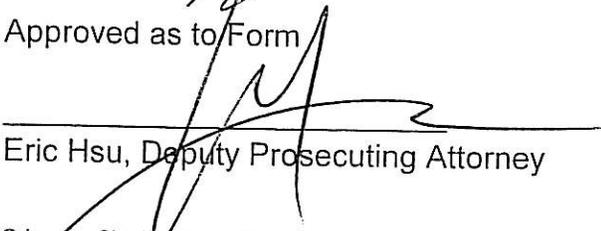
Print Title

Date: _____



Name
Title Sheriff

Approved as to Form



Eric Hsu, Deputy Prosecuting Attorney

Orig
cc: Sheriff's Office, Con Food Mgt
Auditor, R. Ozuna,

Prepared by: Keith Mercer



7429 SE 27th Street
Mercer Island, WA 98040-2744
206.232.9771
206.232.1533 Fax
www.cfm-inc.com

Consolidated
Food Management
INCORPORATED

October 5, 2007

Captain Al Thompson
BENTON COUNTY CORRECTIONS
7320 West Quinault
Kennewick, WA 99336

Dear Captain,

CFM respectfully requests our annual renewal per our Agreement with Benton County be extended for another year until December 31, 2008.

The attached prices reflect the 2008 cost per meal. CFM is appreciative for the support you and your staff have given our company over the past years. The manager and staff at CFM sincerely look forward to our continued working partnership with Benton County and the community for many years to come.

Cordially,

CONSOLIDATED FOOD MANAGEMENT, INC

William Franks
Business Development Director



7429 SE 27th Street
 Mercer Island, WA 98040-2744
 206.232.9771
 206.232.1533 Fax
www.cfm-inc.com

Consolidated
 Food Management
 INCORPORATED



Benton County Corrections

Budget cost per meal for year of 2008
 Current Operation Menu

1-Jun-07

Inmates	Daily Meals	Cost/Meal 2007	Cost/Meal 2008	Projection Cost/Meal 2009 3% CPI Increase
650	1951 - 2000	\$0.957	0.987	\$1.016
667	2001 - 2050	\$0.946	0.976	\$1.005
684	2051 - 2100	\$0.936	0.965	\$0.994
700	2101 - 2150	\$0.926	0.955	\$0.984
717	2151 - 2200	\$0.917	0.945	\$0.974
734	2201 - 2250	\$0.908	0.936	\$0.964
750	2251 - 2300	\$0.900	0.927	\$0.955
767	2301 - 2350	\$0.891	0.919	\$0.946
784	2351 - 2400	\$0.884	0.911	\$0.938
800	2401 - 2450	\$0.876	0.903	\$0.930
817	2451 - 2500	\$0.869	0.896	\$0.923
834	2501 - 2550	\$0.865	0.891	\$0.918
850	2551 - 2600	\$0.860	0.886	\$0.913
867	2601 - 2650	\$0.854	0.880	\$0.906
884	2651 - 2700	\$0.848	0.873	\$0.899
900	2701 - 2750	\$0.842	0.867	\$0.893
				\$761,895.987

* Due to the high price on energy, cost per meal will increase approximately \$0.027 per meal, comparing with 2007. Currently we are serving an average of 734-750 inmates per day.

7427 SE 27th Street Mercer Island, WA 98040 206-232-9771

RESOLUTION

g.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING SOFTWARE-TRAINING AND INSTALLATION FOR THE
TREASURER'S OFFICE-KENNEWICK

WHEREAS, pursuant to Resolution 06-537, the Benton County Commission approved the selection of Technologies Unlimited to provide the Treasurer's office with a remittance system, and

WHEREAS, the Kennewick Treasurer's office would benefit from having the same functionality as the Prosser office for processing tax payments, and

WHEREAS, the entire Treasurer's office would be benefited by having two fully functional tax processing units in case one unit malfunctions and requires service during peak tax collection periods, and

WHEREAS, the Treasurer has transferred Treasurer's O&M funds for this purpose, and

WHEREAS, the Treasurer requests the Commissioners to approve this enhancement of the current system previously approved and authorize this expenditure; **NOW, THEREFORE**

BE IT RESOLVED, the Treasurer is authorized to purchase the additional expenditures as described in attachment "A" and the Chairman of the Board is authorized to sign the sales order authorizing this expenditure.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

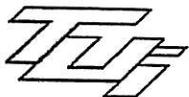
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

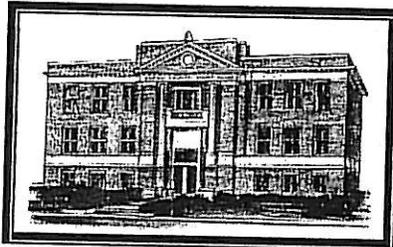
Attest: _____
Clerk of the Board

Prepared by D. A. Davidson, Benton County Treasurer

CC: County Auditor's Office/ County Treasurer/Accounting/ Patrick Powell



Technology Unlimited Inc. 1179 Andover Park West • Seattle, Washington 98188
 (206) 575-8644 Fax (206) 575-4602 www.tuiusa.com



Benton County Treasurer
Upgrade Kennewick Office to Remote Capture

Software

<u>Product</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Remote Remit	Remote Capture Remittance	1	\$ 2,995.00	\$ 2,995.00
Instaposit Credit	Instaposit Credit for existing software	1	-\$ 400.00	-\$ 400.00
Annual Support	Annual Software Support	1	\$ 539.10	\$ 539.10

Professional Services

<u>Product</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Installation	On-site Training and Installation 2 days on-site	1	\$ 2,400.00	\$ 2,400.00

TOTAL HARDWARE/SOFTWARE/SERVICES \$ 5,534.10*

*Does not include freight, reasonable installation related travel expenses (i.e. airfare, meals, lodging and transportation) or additional servers, pc workstations, ancillary hardware any communications hardware, software and installation costs. Additional on-site training time is available at \$1,400 per day if needed.

Technology Unlimited will deliver and install the above products no longer than 120 days from the date below. Failure to meet this date would mean BENTON COUNTY may cancel this schedule without penalty.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

TECHNOLOGY UNLIMITED INC.

CUSTOMER: BENTON COUNTY

By: _____
 Jeff Parmenter
 Vice President
 TECHNOLOGY UNLIMITED INC.
 1179 Andover Park West
 Seattle, WA 98188

By: _____
 Claude Oliver
 Chairperson, Benton County Board of County Commissioners

By: _____
 Duane A. Davidson, CPA
 Benton County Treasurer

Approved as to form:

By:

 Kathleen Fitzgerald, Deputy Prosecutor
 Benton County

E-mailed FILE

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

RECEIVED
 SEP 09 2008
 9:03
 BENTON COUNTY COMMISSIONERS

From: "Fred Staples" <Fstaples345@verizon.net>
To: "David Sparks" <David_Sparks@co.benton.wa.us>, "Ray Robinson" <ray@rkr.com>, "Bobbie Gagner" <bobbie_gagner@co.benton.wa.us>, "Douglas Brown" <mr_dwbrown@yahoo.com>, "Franny White" <fwhite@tricityherald.com>, "Kathy UTZ" <utzk@verizon.net>, "Ginger Vetrano" <vetrano@charter.net>, "Judy Goldberg" <jgolberg@charter.net>, <LHassing@aol.com>, "Patricia Heasler" <patriciaheasler@charter.net>, "Ross Courtney" <rcourtney@yakimaherald.com>, "Ryan Brown" <ryan_brown@co.benton.wa.us>
Date: 9/8/2008 4:14:53 PM
Subject: COUNTY SEAT PETITION

PRESS RELEASE

I INTEND TO FILE THE PETITION TO MOVE THE COUNTY SEAT ON MONDAY, SEPT 15, 9 AM AT THE COMMISSIONER'S MEETING IN PROSSER.

I WOULD ALSO LIKE TO ASK PEOPLE WHO HAVE SIGNED PETITIONS TO MAIL THEM TO THE ADDRESS ON THE BOTTOM OF THE PETITION AS SOON AS POSSIBLE.

FRED STAPLES

Ross B. Dunfee, P.E.
Public Works Director / County Engineer
Steven W. Becken
Asst. Director/Asst. County Engineer

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Benton County

Department of Public Works

9.05

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

September 8, 2008

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Piert Road
CE 1619 CRP

Commissioners:

On July 7, 2008 a Public Hearing was held at the Finley Grange in Finley, Washington to consider the Engineer's Report for the establishment of a new alignment for Piert Road between SR-397 and Bowles Road. Rick Door, JUB Engineers, Inc. of Kennewick presented the report to the Board with 15 possible alternate alignments. He discussed the necessity of an engineer's report and criteria required to be in the report.

Steve Becken, Public Works, reviewed four alignments, Alternates 1, 4, 6 and 7, that Public Works believed were the most viable alignments.

The Port of Kennewick supported Alternates 4, 6 and 14. Columbia Energy, a company proposing an ethanol plant, supported Alternate 6. Agrium, owner of the majority of the land the road will cross, supported Alternate 15, a modified version of Alternate 6. Several landowners in the vicinity supported either Alternate 7, the alignment originally selected, or a no build alternate. The public hearing was continued to July 28.

Other than Staff, no one appeared at the July 28 meeting to testify on any of the alternatives. Alternative 6 appeared to be the preferred choice, however, Staff was instructed to contact the majority landowners to discuss the possible formation of a County Road Improvement District (CRID). The public hearing was continued to September 15, 2008.

Public Works Staff met with Agrium, Port of Kennewick, Columbia ColStor, Greenbriar and Mr. & Mrs. Roger Beck. While all stated that they would be willing to partner with the County in attempting to obtain grants for the construction, they were not interested in forming a CRID at this time. Should grants be obtained, they may consider a CRID to make up funding shortfall.

It is our recommendation that the Public Hearing on the Engineer's Report be closed and the Board select an alignment based upon the Engineer's Report and testimony given at the public hearings.

If you have any questions, please contact this office.

Sincerely,


Ross B. Dunfee, P.E.
Public Works Director/County Engineer


Steven W. Becken
Asst. Director/Asst. County Engineer

9:30 AM

WSU Update – M Ophardt

No Material for Board

9:45

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, the Sheriff's Office has a 1977 Duckworth jetboat, serial number ESM000610377, a crated replacement motor and a 1997 Trick boat trailer, VIN number 1T9AS262XV1198193, which have been made obsolete by the acquisition of newer, more efficient boats for river patrol; and,

WHEREAS, the Personal Property Manager has determined that the boat, motor and trailer are not desired by any other county department or office; and,

WHEREAS, the boat, motor and trailer acquisition costs were over \$12,000 and,

WHEREAS, the researched current value of the boat, motor and trailer appear to be over \$10,000, and

WHEREAS, it is the recommendation of the Personal Property Manager that the boat, motor and trailer should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, the boat, motor and trailer are hereby surplused and to be sold by sealed bids with a minimum bid of \$5,000; or upon unsuccessful sale, the Personal Property Manager shall dispose of the boat, motor and trailer by donation as directed by the Sheriff's Department.

Dated this _____ day of _____, 20__.

Chairman of the Board

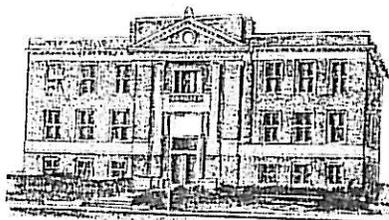
Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by P. Powell



BENTON COUNTY
BOBBIE GAGNER, AUDITOR

Brenda K. Chilton, Chief Deputy Auditor
Van H. Pettey, CPA, Chief Accountant
Susie Christopher, Election/Recording Administrator

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Board of Benton County Commissioners on Monday, September 15, at 9:05 a.m., Local Time, to consider the request by the Benton County Personal Property Manager to declare surplus a 1977 Duckworth jetboat, serial number ESM000610377 and a 1997 Trick boat trailer, VIN number 1T9AS262XV1198193, which have been made obsolete by the acquisition of newer, more efficient boats for river patrol. Testimony for or against the request for declaration of surplus will be taken at the Hearing, to be held in the Commissioners' Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

DATED this 18th day of August, 2008.

P. L. Powell
Accounting Services Officer