

April 12, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 5, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
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 Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Ed Thornbrugh, Human Services; Planning Manager Mike Shuttleworth; Treasurer Duane Davidson; Nick Kooiker and Erhiza Rivera, Treasurer's Office; Sheriff Larry Taylor; DPA Ryan Brown; Malcolm Bowie, Public Works; Clerk Josie Delvin; Auditor Brenda Chilton; Pat Powell, Auditor's Office; Steve Becken, Public Works; Van Petty and Rosie Sparks, Auditor's Office

Workshop Agenda

EPIC

Commissioner Bowman said the Board had received a letter from EPIC about it going out of business and wanted to know how the Board should go about taking back control of the property.

Commissioner Benitz stated that Loretta Smith Kelty had been in contact with EPIC and would research the issue and bring back a recommendation to the Board. Chairman Beaver asked if there was a reversionary clause in the contract and Mr. Sparks said there was.

Pending Ordinance – Wineries

Commissioner Bowman asked about the status of the pending winery ordinances. Mr. Shuttleworth said there was a sequence of zoning ordinances that had to be completed and they hoped to have the Red Mountain zoning completed in the fall.

Biennial Budget

Chairman Beaver asked about the biennial budget process and Mr. Sparks said the Commissioners' office and Auditor's office would be working with the software company on that project at the end of the month.

Treasurer Office Update

Nick Kooiker said they had received the full \$100,000 REET technology grant and would be working with Central Services to select a vendor. He said the project would not exceed the grant and it was for filing deeds electronically with the Auditor.

Erhiza Rivera said they recently purchased additional software for batch processing and had gone live to remotely send out check images to the bank for deposits. Mr. Davidson said this was an additional benefit from switching banks.

Mr. Davidson updated the Board on the historical grant application process and said that Bobbie Gagner would be joining the committee and they had recently received the applications for grants from the different entities.

Mr. Davidson also updated the Board on the new process the Treasurer's office would be implementing to allow taxpayers to prepay their property taxes.

BLM Planning Process

Mr. Shuttleworth said he had talked to his contact at BLM and the County could participate as much or as little as it wanted. He said that BLM wanted to do a presentation to the Board about the planning process. The Board agreed to have Mr. Shuttleworth make the first contact with the representative and bring back the information to the Board.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of March 29, 2010 were approved.
The Minutes of March 31, 2010 were approved.

Review Agenda

Commissioner Benitz requested that item "c" (Red Mountain resolution) be pulled for discussion.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property

Clerk

- b. Line Item Transfer, Fund No. 0000-101, Dept. 106

Commissioners

- d. Letter to J Dawson on Road Access
- e. Salary Request Statement

Human Services

- f. Line Item Transfer, Fund No. 0108-101, Dept. 504
- g. Agreement, #09/11-SA-AFW-01, w/Advocates for Wellness
- h. Agreement, #09/11-SA-KCS-01, w/Knowledge Counseling Services
- i. Agreement, #09/11-SA-SCC-01, w/Somerset Counseling Center
- j. Agreement, #09/10-PREV-JJC-01, w/Juvenile Justice Center
- k. Agreement, #09/09-DIV-NECC-03, w/Nueva Esperanza Counseling Center
- l. Travel Expense Reimbursements

Juvenile

- m. Contract Amendment w/J & J Security

Public Works

- n. Final Assessment Roll for County Roads Improvement District #15, Amending Resolution 10-191
- o. Termination Letter for Cequel III Communications I, LLC Franchise
- p. Cottonwood Business Park, Kennewick School Dist. Improvement Plans, Sheet 1
- q. Authorization of Public Hearing for Good Neighbor Water Asso Franchise Application
- r. Authorization of Public Hearing for Electric Lightwave, LLC Franchise Application
- s. Authorization of Public Hearing for Badger Canyon Water Asso Franchise Application

Item "c" - Joint Leadership Commitment for the Red Mountain Interchange Project

Commissioner Benitz expressed his concern that if the money didn't come through or if the bids exceeded the money available, it might obligate the County to pay for the Interchange and there were other projects with higher priority.

Commissioner Bowman said it identified federal funds that could only be used for the Kiona underscrossing and could not be used anywhere else. Additionally, it only solidified that DOT should take over the project (consistent with other resolutions) and any remaining funds would be committed to WSDOT for this project.

Chairman Beaver said his only issue with the resolution was that the County didn't know what the remaining funds would be.

MOTION: Chairman Beaver moved to amend the resolution establishing joint leadership for the Red Mountain Interchange Project by deleting the paragraph referring to the \$250,000. Commissioner Bowman seconded.

Discussion

Commissioner Benitz asked if the funds could be used for the Badger Mountain railroad crossing and Malcolm Bowie said they could not. Commissioner Benitz wanted to know who would make up the difference if the cost exceeded the project. Commissioner Bowman said the State would not have any obligation because it had always been a county project and these were federal

funds. Chairman Beaver said the issue was that the Board did not know what the remaining funds would be.

Upon vote, the motion carried unanimously.

Bid Opening – Official County Newspaper

The Board received the following bids for official county newspaper, as advertised for by the Benton County Auditor.

Prosser Record Bulletin

Column inch rate – first insertion: \$8.00
Column inch rate – subsequent insertion: \$7.50

Electronic rates:

Column inch rate – first insertion: \$7.00
Column inch rate – subsequent insertion: \$6.50

Tri-City Herald

Column-inch rate, first insertion, including online: \$17.21 (Mon-Fri.) \$17.66 (Sat.-Sun)
Column-inch rate, subsequent insertions: \$15.47 (Mon-Fri.) \$15.81 (Sat.-Sun)

Ms. Chilton said the Board should review the bids and provide a recommendation.

Private Road Name Change

Mr. Shuttleworth said they received a request for a private road name change from Aissata Sidibe. He said that Emergency Management and Public Works did not support the name change, however, the Planning Department recommended approval.

MOTION: Commissioner Benitz moved to approve the change of road name from 129 PR SE to Sidibe PR SE with the condition that Ms. Sidibe has thirty days to pay the required sign fee for the construction and placement of the private road sign to the Benton County Public Works Department. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:20 a.m.

Yakima Basin Water Resources Agency Update

Jim Milton, director of YBWRA gave a Powerpoint presentation to the board on groundwater and said it was his plan to revive a vision. The presentation included the following information:

- Background, water crisis
- Connections between surface and groundwater
- Hydrogeology
- Effective policies and management practices

- Groundwater rights, groundwater studies
- Water management
- Municipal water suppliers; rural water users
- YBWRA Priorities
- Focus on solutions
- Workgroup
- Solutions and Benefits

Commissioner Benitz said the issue was how to continue to work toward an adequate water supply for the future. Mr. Milton said the next meeting was scheduled for April 22 and he hoped Benton County could attend to provide support.

The Board briefly recessed, reconvening at 9:55 a.m.

Certificate of Achievement

Brenda Chilton said that Benton County received the Certificate of Achievement & Financial Reporting Award presented by the Government Financial Officers Association. Ms. Chilton said this was the highest recognition in governmental accounting.

David Sparks stated it was an important achievement when meeting with the bond rating companies and showed the financial commitment to the County.

County Seat Discussion

David Sparks said the Board requested him to work with the elected officials on the economic impacts to Kennewick, Prosser, and employees if the County seat were to move to Kennewick. He said he met with Brenda Chilton, Duane Davidson, and Barb Wagner and they discussed different scenarios. He said the proposed Administration Building had been in the Capital Facilities Plan and they saw that as a need whether the county seat moved or not. He said they didn't see the county seat moving as a big impact because the departments had needs in Kennewick regardless of what happened. Mr. Sparks said the biggest impact for the Commissioners would be that regular board meetings would need to be held at the county seat.

Duane Davidson, in Barb Wagner's absence, read her statement into the record that outlined her needs for both the County seat remaining in Prosser and being moved to Kennewick. Both scenarios reflected her growing public service demand in Kennewick and need for more space.

Duane Davidson said he saw the space needs as a separate issue from the county seat issue. He indicated he had moved some operations to Kennewick and with his expanded office space, had a well-balanced system that currently worked. He did say one problem was the mistake the public made by coming to his office when they needed the Assessor and that it would be beneficial to have an administration building with all departments co-located.

Mr. Sparks commented on the new legislation regarding county seats that gave the County an option and flexibility to make this a long-term plan instead of a knee-jerk reaction.

Brenda Chilton said it was important to distinguish between the two issues of space needs and moving the county seat because they have known for some time there were space needs in Kennewick. She said they were all committed to providing services in Prosser, regardless of what the public decided, and if the people decided the county seat should move, they were committed to providing services in Prosser and moving the services to Kennewick over time.

Chairman Beaver said he agreed it was extremely important to separate capital facilities needs for the future because those needs were going to revolve around the population base in the county.

MOTION: Commissioner Benitz requested the Board proceed with authorization to hire a consultant for an independent study on what it meant to move the county seat. Chairman Beaver seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 10:30 a.m.

Supplemental Appropriation Request – Clerk’s Office

Josie Delvin said she wanted to start digging away at juvenile fines and restitutions and presented a proposal to hire an additional collection deputy in the Clerk’s Collection Department, to be paid for from the Clerk’s Collection fund.

Ms. Delvin said she proposed her department take over this collection and expected to receive about 2,500 cases. She said there had not been any effort to collect these fines, that all entities were in agreement with this proposal, and that Juvenile would terminate jurisdiction of the collection process. Ms. Delvin said the program had been successful in Spokane County. Additionally, she provided a copy of the 2009 report to the Legislature and briefly discussed collection figures for Benton County and its success with the collection program.

Commissioner Bowman said it made common sense to try and collect these fees. Ms. Delvin did say it was not common across the state to work on collection of Juvenile. Commissioner Benitz said he would support the issue going to public hearing, but would have questions about reducing Juvenile’s budget if they had been funded for this service but were not doing the collection and would have questions regarding the impacts of the Sheriff’s Department as well.

MOTION: Commissioner Benitz moved to go to public hearing on the supplemental appropriation request in the amount of \$40,932 for the Clerk’s Collection Fund. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 10:45 a.m.

Unscheduled Visitors

Bill DeRousie, said he had an easement access issue. He said it was his understanding that his neighbor talked to the Board the previous week and made accusations about speeding. He provided pictures that showed it was impossible to speed, let alone get to his house. He said the

real issue was that he just built his house but could not safely access it. He said he had contacted the Fire Marshal and the PA's office and felt he had been given the run around. He indicated he had to follow the building code to build his house and now the County was not following the code.

Ryan Brown said that his office gets calls from the Sheriff's office that someone is blocking these private property easements and they tell them it is a private property dispute. He said they generally have to get a private attorney to settle the issue. He added that although the County requires a private access easement to build, they do not go out and police the area to make sure the access is available.

The Board agreed to have the issue researched by the PA's office and that someone would respond in writing to Mr. DeRousie within five to seven days.

Commissioner Bowman said there appeared to be two issues (private issue with this gentleman and private access easement issues). He said that maybe it was time to work with the citizens and Congress to try and address this issue.

Resolutions

- 10-195 Surplus of Personal Property
- 10-196 Line Item Transfer, Fund No. 0000-101, Dept. 106
- 10-197 Line Item Transfer, Fund No. 0108-101, Dept. 504
- 10-198 Agreement, #09/11-SA-AFW-01, w/Advocates for Wellness
- 10-199 Agreement, #09/11-SA-KCS-01, w/Knowledge Counseling Services
- 10-200 Agreement, #09/11-SA-SCC-01, w/Somerset Counseling Center
- 10-201 Agreement, #09/10-PREV-JJC-01, w/Juvenile Justice Center
- 10-202 Agreement, #09/09-DIV-NECC-03, w/Nueva Esperanza Counseling Center
- 10-203 Contract Amendment w/J & J Security
- 10-204 Final Assessment Roll for County Roads Improvement District #15, Amending Resolution 10-191
- 10-205 Termination Letter for Cequel III Communications I, LLC Franchise
- 10-206 Cottonwood Business Park, Kennewick School Dist. Improvement Plans, Sheet 1
- 10-207 Authorization of Public Hearing for Good Neighbor Water Asso Franchise Application
- 10-208 Authorization of Public Hearing for Electric Lightwave, LLC Franchise Application
- 10-209 Authorization of Public Hearing for Badger Canyon Water Asso Franchise Application
- 10-210 Establishing Joint Leadership Commitment for the Red Mountain Interchange Project
- 10-211 Approval of Private Road Name Change to E. Sidibe PR SE

There being no further business before the Board, the meeting adjourned at approximately at 11:02 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE TWO (2) MAINTENANCE AGREEMENTS WITH COMSTOR INFORMATION MANAGEMENT, INC.,

WHEREAS, the Benton County Auditor and Comstor Information Management, Inc. have an ongoing maintenance agreement for the two (2) Minolta reader printers (serial numbers 3610920 and 365683) owned by the Auditor agreement whereby Comstor Information Services provides maintenance and repair services, as outlined in the Maintenance Agreements; and

WHEREAS, the current maintenance agreements expire on 04/30/10 and new agreements need to be executed,

BE IT RESOLVED that James Beaver, Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the two (2) MAINTENANCE AGREEMENTS for the Minolta Reader Printers, Serial Numbers 3610920 and 365683 for the period of 05/01/10 through 04/30/11.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

COPY



COPY

Information Management, Inc.

Maintenance Terms and Conditions

Customer BENTON COUNTY AUDITOR
Service Address PO BOX 470
City PROSSER
State/Zip WASHINGTON 99350

Equipment: MINOLTA R/P 605 UNIT #1
Start Date: 05/01/10

Serial Number: 3610920
End Date: 04/30/11

BASIS OF MAINTENANCE

This is a non-mandatory source that may be used by agencies for maintenance of equipment purchased or leased through COMSTOR. This is a mandatory requirement for all equipment acquired under Lease-To-Ownership Plans. A written purchase order shall be the only basis for maintenance agreements under this contract.

BILLINGS

Agencies may issue purchase orders for the full fiscal year. Invoices will be issued monthly, quarterly, or yearly.

MAINTENANCE COVERAGE FOR MICROGRAPHICS EQUIPMENT

The prices contained herein are for full service maintenance, and include the cost of labor and parts. Included with this Maintenance Agreement is **TWO** preventive maintenance inspection. A complete inspection consists of the work required to clean, inspect, and adjust the equipment to factory specifications. Parts not included under this agreement are lamps, glass parts, screen, drum, and supplies such as paper, toner, or items otherwise referred to as consumable supplies. Labor, travel, and parts will not be covered for repairs due to accidents, abuse, nonstandard electrical conditions, Acts of God, or malfunctions due to use of unauthorized supplies.

Repairs may not be made on the listed equipment by non-COMSTOR, Inc. personnel without consent of COMSTOR, Inc. Charge per copy and copy allowances will not apply to this contract.

HOURS OF SERVICE

Service is available from 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Service at other times (nights and weekends or holidays) is available on a time and material basis.

EQUIPMENT LOCATION

For prompt servicing of equipment, ordering offices shall indicate on the purchase order all information to assist COMSTOR in readily locating equipment, and immediately advise Comstor of any equipment relocation.

SECURITY

Security clearances for COMSTOR personnel will be provided when required to meet obligations under this contract.

SERVICE RESPONSE

COMSTOR shall always be responsive to the customer's repair service needs, and shall perform all repair services that are ordered by the customer during the contract term.

EQUIPMENT AND PARTS

Maintenance service provided hereunder includes such items of equipment as may be necessary to repair the product or accessories being serviced. Only new or remanufactured standard parts shall be used in effecting repairs. Maintenance rates quoted herein include replacement of parts on an exchange basis.

MOVEMENT OF EQUIPMENT

In the event that covered equipment is moved to another location within the service areas, the customer has the right to continue maintenance at the new location. In the event that covered equipment is moved to another location outside the service areas, the maintenance order shall be terminated without further obligation being incurred by either COMSTOR or the customer.

The customer shall give at least (30) days written notice of equipment movement unless the move is required due to an emergency. Shipment to the new location shall be at the customer's expense. When shipment is under the control of Comstor, the risk of loss/damage, and the cost of any repairs, shall be borne by COMSTOR. When shipment is under the control of the customer, the risk of loss/damage, and the cost of any repairs, shall be borne by the customer.

MULTIPLE UNIT DISCOUNT

Multiple unit discounts apply to only new equipment purchases, and not pre-existing equipment currently under a maintenance contract. The multiple unit discount is based on the total number of equipment on hand.

- 1 - 2 UNITS 0%
- 3 - 5 UNITS 5%
- 5 - 10 UNITS 10%

MAINTENANCE AGREEMENT ZONES

ZONE 1	0 to 30 miles	No Charge
ZONE 2	31 to 100 miles	\$140.00
ZONE 3	101 to 200 miles	\$280.00

Purchase Price	Inspections	Usage	Multiple Unit Discount	Amount	
	2			<u>\$2,854.52</u>	
		Zone Surcharge			
			TOTAL	\$2,854.52	plus applicable tax

Accepted by: _____

Customer

Title

COMSTOR

Title



COPY

Information Management, Inc.

Maintenance Terms and Conditions

Customer BENTON COUNTY AUDITOR
Service Address PO BOX 470
City PROSSER
State/Zip WASHINGTON 99350

Equipment: MINOLTA R/P 605 UNIT #2
Start Date: 05/01/10

Serial Number: 365683
End Date: 04/30/11

BASIS OF MAINTENANCE

This is a non-mandatory source that may be used by agencies for maintenance of equipment purchased or leased through COMSTOR. This is a mandatory requirement for all equipment acquired under Lease-To-Ownership Plans. A written purchase order shall be the only basis for maintenance agreements under this contract.

BILLINGS

Agencies may issue purchase orders for the full fiscal year. Invoices will be issued monthly, quarterly, or yearly.

MAINTENANCE COVERAGE FOR MICROGRAPHICS EQUIPMENT

The prices contained herein are for full service maintenance, and include the cost of labor and parts. Included with this Maintenance Agreement is **TWO** preventive maintenance inspection. A complete inspection consists of the work required to clean, inspect, and adjust the equipment to factory specifications. Parts not included under this agreement are lamps, glass parts, screen, drum, and supplies such as paper, toner, or items otherwise referred to as consumable supplies. Labor, travel, and parts will not be covered for repairs due to accidents, abuse, nonstandard electrical conditions, Acts of God, or malfunctions due to use of unauthorized supplies.

Repairs may not be made on the listed equipment by non-COMSTOR, Inc. personnel without consent of COMSTOR, Inc. Charge per copy and copy allowances will not apply to this contract.

HOURS OF SERVICE

Service is available from 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Service at other times (nights and weekends or holidays) is available on a time and material basis.

EQUIPMENT LOCATION

For prompt servicing of equipment, ordering offices shall indicate on the purchase order all information to assist COMSTOR in readily locating equipment, and immediately advise Comstor of any equipment relocation.

SECURITY

Security clearances for COMSTOR personnel will be provided when required to meet obligations under this contract.

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Maintenance service provided hereunder includes such items of equipment as may be necessary to repair the product or accessories being serviced. Only new or remanufactured standard parts shall be used in effecting repairs. Maintenance rates quoted herein include replacement of parts on an exchange basis.

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The customer shall give at least (30) days written notice of equipment movement unless the move is required due to an emergency. Shipment to the new location shall be at the customer's expense. When shipment is under the control of Comstor, the risk of loss/damage, and the cost of any repairs, shall be borne by COMSTOR. When shipment is under the control of the customer, the risk of loss/damage, and the cost of any repairs, shall be borne by the customer.

MULTIPLE UNIT DISCOUNT

Multiple unit discounts apply to only new equipment purchases, and not pre-existing equipment currently under a maintenance contract. The multiple unit discount is based on the total number of equipment on hand.

- 1 - 2 UNITS 0%
- 3 - 5 UNITS 5%
- 5 - 10 UNITS 10%

MAINTENANCE AGREEMENT ZONES

ZONE 1	0 to 30 miles	No Charge
ZONE 2	31 to 100 miles	\$140.00
ZONE 3	101 to 200 miles	\$280.00

Purchase Price	Inspections	Usage	Multiple Unit Discount	Amount	
	2			<u>\$2,517.80</u>	
		Zone Surcharge			
			TOTAL	\$2,517.80	plus applicable tax

Accepted by: _____

Customer

Title

COMSTOR

Title

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 4/12/10 Subject: Copier Lease Prepared by: M Flores Reviewed by: LSK	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other XXXX

BACKGROUND INFORMATION

The Commissioners' Office copier lease with Key Equipment Finance has expired and therefore, there exist a need to enter into a new lease. Staff has prepared a new copier lease agreement with Konica for a Minolta Bizhub C452 copier in accordance with the terms and conditions issued off the State of Washington Contract #03706.

RECOMMENDATION

That the Board of County Commissioners sign the lease agreement with KONICA which has been reviewed and approved by Jonathan Young, DPA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR A COPIER FROM KONICA FOR THE BENTON COUNTY COMMISSIONERS' OFFICE AT THE PROSSER COURTHOUSE

WHEREAS, The Benton County Commissioners' Office would like to enter into a 60 month lease option with KONICA for the leasing of a Konica Minolta Bizhub C452 Copier, as the current lease has expired; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Lease/Purchase Agreement attached hereto. Attached to the Lease/Purchase Agreement is a copy of the State Contract #03706 (Exhibit A) and detailed pricing sheet (Exhibit B); together, these outline the fees to be charged to the Benton County Commissioners' Office for the lease of the copier; and

WHEREAS, the monthly maintenance and lease agreement amounts will be \$180.11 including all supplies, except paper, at \$0.0091 per black/white copy and \$0.0562 per color copy; and

WHEREAS, it is the recommendation of the Benton County Administration Office within the Benton County Commissioners' Office that the Board of County Commissioners sign the Lease/Purchase Agreement attached hereto; and

WHEREAS, KONICA is the vendor under State Contract #03706 (Exhibit A); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, is authorized to sign the Lease/Purchase Agreement attached hereto.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

Orig: Commissioners/KONICA
cc: Auditor; R. Ozuna, BCPA

flores

LEASE/PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. _____
This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Konica Minolta Business Solutions USA, Inc.

VENDOR CODE: (Fed. Tax ID) 13-1921089

VENDOR CONTACT: Tyrone Jordan

VENDOR CONTACT PHONE: (800) 456-6422 ext. 2603

TYPE OF LEASE: Copy machine lease per WA State Contract #03706.
Single invoice for both operating lease and overages.

SHIP TO:

Benton County
Commissioners Office
620 Market St., 3rd Floor
Prosser, WA 99350

BILL TO:

Benton County
Commissioners
P.O. Box 190
Prosser, WA 99350

REMIT TO:

KMBS
500 Day Hill Road
Windson, CT 06095

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this agreement.

P.O. DATE:

Delivery Date:

Line	Model	Description	Term	Unit Price	Total Price
1	AOP2011	BH C452/RADF Lease of Konica Minolta Bizhub C452 copier per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: \$.0562. Cost per BW copy: \$.0091.	60 months	\$147.56	\$8,853.60
2	7640001107	D5143NT Power/Surge Protector Filter	60 months	\$2.11	\$126.60
3	A0W4WY1	WT-506 Working Table	60 months	\$.84	\$50.40
4	A10EW11	PK-517 Punch Kit (for FS-527) per State Contract #03706.	60 months	\$3.97	\$238.20
5	15 LB	Fax Kit 15 lb (FK-502)	60 months	\$10.71	\$642.60
6	A0HRWY1	FS-527 Finisher	60 months	\$13.72	\$823.20
7	A0YAWY1	MK-720 Mount Kit per State Contract #03706	60 months	\$1.20	\$72.00
8	WARRANTY90	90 Day Warranty			

The term of this Agreement shall be 60 months:

Beg: / / through: / / exp. time:

SUB TOTAL =	\$10,806.60
8.3% SALES TAX =	\$896.95
TOTAL ORDER =	\$11,703.55

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A), as well as special prices specifically applicable to this Lease Agreement (copy attached hereto as Exhibit B). In case of conflict concerning pricing, ambiguity should be resolved in favor of the special prices specifically applicable to this Lease Agreement as set forth within Exhibit B.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Dept. Contact: Marilu Flores
Benton County Commissioners' Office
Title: Administrative Secretary

Address: 620 Market Street,
PO Box 190, Prosser, WA 99350

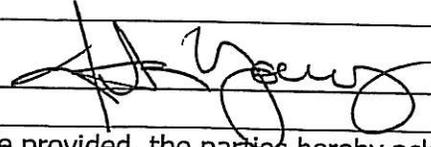
Phone: (509) 786-5600
Fax: (509) 786-5625

In case of all other conflicts, the order of precedence is:

1. The State of Washington Contract No. 03706
2. This Lease Agreement.

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

Approved as to Form
(Deputy Prosecutor):



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): _____ Title: _____ Date: _____

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A), as well as special prices specifically applicable to this Lease Agreement (copy attached hereto as Exhibit B). In case of conflict concerning pricing, ambiguity should be resolved in favor of the special prices specifically applicable to this Lease Agreement as set forth within Exhibit B.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Dept. Contact: Marilu Flores
Benton County Commissioners' Office
Title: Administrative Secretary

Address: 620 Market Street,
PO Box 190, Prosser, WA 99350

Phone: (509) 786-5600
Fax: (509) 786-5625

In case of all other conflicts, the order of precedence is:

1. The State of Washington Contract No. 03706
2. This Lease Agreement.

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

Approved as to Form
(Deputy Prosecutor): _____

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): _____ Title: _____ Date: _____

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

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1. The State of Washington Contract No. 03706
2. This Lease Agreement.

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

Approved as to Form
(Deputy Prosecutor): _____

QUESTIONS AND CLARIFICATIONS
SHOULD BE ADDRESSED TO BUYER
CONTACT:

Dept. Contact: Marilu Flores
Benton County Commissioners' Office
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PO Box 190, Prosser, WA 99350

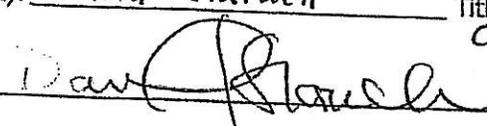
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- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): David Staruch

Title: Director of Date: 01 April 2010
Contracts and Service Admin

Vendor Signature: 

Konica Minolta Business Solutions,
USA.

Chairman
Benton County
Board of Commissioners: _____

Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

**State of Washington
Current Contract Information**

Effective Date: March 24, 2010

Contract Number:	03706 (Replaces 05899 and 07903)	Commodity Code:	3611
Contract Title:	Multifunctional Document Devices, Standalone and Networked		
Purpose:	To update distributors for Konica/Minolta, effective immediately.		
Term:	April 2, 2009	Through:	April 1, 2011
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>Canon U.S.A., 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 6 Page 16 Page 23 Page 30 Page 32	
Related Contracts:	08101 Mail Equipment, 00902 Fax Machines		
Term Worth:	\$45,000,000/2 years		
Current Participation:	\$0 MBE MBE 0%	\$0 WBE WBE 0%	\$45,000,000 OTHER OTHER 100%
			\$0 EXEMPT 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:	Neva Peckham
Phone Number:	(360) 902-7425
Fax Number:	(360) 586-2426
E-mail:	neva.peckham@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.

CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed

Konica Minolta Business Solutions USA, Inc.

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

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	bizhub C452	45M/45C	150,000
Konica Minolta	bizhub C552	55M/45C	200,000

[Click here for Pricing Information.](#)

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

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm \$0.0091/copy (Monochrome) and \$0.0562/copy (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

CATEGORY 11 (40-49 cpm) Color Speed Monochrome and Color Standalone and Networked Devices										
Base Machine: Model: bizhub C452 / RADF	List Price	Net Purchase Price	24-Month Rental	36-Month Rental	48-Month Rental	60-Month Rental	36-Month Lease	48-Month Lease	60-Month Lease	
Copy Speed: Monochrome: 45 copies per minute (cpm) Color: 45 copies per minute (cpm)	\$21,858	\$6,638	\$325.20	\$228.61	\$186.13	\$162.70	\$218.92	\$173.19	\$147.56	
Mfg's Monthly Copy Volume: Up to 150,000 copies/month. Warranty: 90 Days										
Required Accessories:										
Power Filter/Surge Protector Mfg: <u>ESP</u> Model: <u>D5143NT Power Filter</u>	\$1,195	\$95.00	\$4.65	\$3.27	\$2.66	\$2.33	\$3.13	\$2.48	\$2.11	
3,000 Sheet Capacity										
3 Paper Sources										
Auto Document Feeder	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	
Auto Duplexing										
Electronic Sorting or Finisher/Sorter										
Standard High Cabinet										
Other Included Standard Accessories: (Bidder to list.)										
Connectivity Detail:										
Required Networking Software		Included								
Installation/Network Connection Fee		Included								
Server and Up To Four (4) Workstations		Included								
Total Contract Price for Networked Configuration with Required Accessories:	\$22,195	\$6,733	\$329.85	\$231.88	\$188.79	\$165.03	\$222.05	\$175.66	\$149.67	



State of Washington
Additional Optional Accessories
RFP 03706

Category	Item Number	Item Description	MMS List Price	Washington Purchase Price	Discount From List	RENTAL PRICES				LEASE PRICES			
						Monthly Rental Payment: 24 Months	Monthly Rental Payment: 36 Months	Monthly Rental Payment: 48 Months	Monthly Rental Payment: 60 Months	Monthly Lease Payment: 24 Months	Monthly Lease Payment: 36 Months	Monthly Lease Payment: 48 Months	Monthly Lease Payment: 60 Months
11	Sublist E32: OPTIONAL ACCESSORIES												
	PAPER SUPPLY OPTIONS:												
	A0310Y1	LU-301 Large Capacity Unit (3,000 letter sheets)	\$1,600.00	\$1,057.00	34%	\$51.78	\$36.40	\$29.64	\$25.91	\$34.86	\$27.50	\$23.50	
	A071WY2	LU-204 Large Capacity Unit (1,500 sheets/Letter, Legal, Ledger and 12"x18")	\$3,150.00	\$2,079.00	34%	\$101.65	\$71.60	\$58.30	\$50.96	\$68.57	\$54.24	\$46.22	
	OUTPUT OPTIONS:												
	A005WY1	JS-504 Job Separator Tray	\$472.00	\$160.48	66%	\$7.86	\$5.51	\$4.50	\$3.93	\$5.29	\$4.19	\$3.57	
	A011RWY1	FS-527 Floor Finisher	\$1,750.00	\$617.10	65%	\$30.23	\$21.25	\$17.30	\$15.13	\$20.35	\$16.10	\$13.72	
	A100WY1	SD-509 Saddle Stitcher Kit (for FS-527)	\$1,255.00	\$479.40	63%	\$23.49	\$16.31	\$13.44	\$11.75	\$15.81	\$12.51	\$10.64	
	A102WY1	PK-517 Punch Kit (for FS-527)	\$552.00	\$178.50	68%	\$8.74	\$6.15	\$5.01	\$4.38	\$5.89	\$4.66	\$3.97	
	A105WY1	JS-603 Job Separator Tray (3rd Output Tray) (for FS-527)	\$231.00	\$78.54	66%	\$3.85	\$2.70	\$2.20	\$1.93	\$2.59	\$2.05	\$1.73	
	i-Option ACCESSORIES:												
	A0P001Z	LK-102 i-Option License Kit (PDF Encryption)	\$945.00	\$472.50	50%	\$23.15	\$16.27	\$13.25	\$11.56	\$15.39	\$12.33	\$10.50	
	A0P001S	LK-105 (Searchable PDF)	\$630.00	\$315.00	50%	\$15.40	\$10.85	\$8.83	\$7.77	\$10.39	\$8.27	\$7.00	
	A0P001A	LK-101 V2 i-Option License Kit (Web Browser/Image Panel/Scan-to-Share/Print)	\$50.00	\$25.00	50%	\$1.22	\$0.86	\$0.70	\$0.61	\$0.82	\$0.62	\$0.50	
	A0Y0WY1	UR-203 Memory Upgrade Kit (for i-Option)	\$100.00	\$50.00	50%	\$2.45	\$1.77	\$1.40	\$1.23	\$1.65	\$1.30	\$1.11	
	FAX OPTIONS:												
	151b	FK-502 Super G3 Fax Board	\$1,008.00	\$482.00	52%	\$23.61	\$16.60	\$13.57	\$11.81	\$15.90	\$12.58	\$10.71	
	A0YAWY1	NK-720 Mount Kit	\$700.00	\$54.00	73%	\$2.65	\$1.86	\$1.51	\$1.32	\$1.78	\$1.41	\$1.20	
	4614506	SP-501 Stamp Unit	\$45.00	\$15.00	67%	\$0.73	\$0.52	\$0.42	\$0.37	\$0.49	\$0.39	\$0.33	
	4614511	Spare TX Marker Stamp 2	\$25.00	\$9.00	64%	\$0.44	\$0.31	\$0.25	\$0.22	\$0.30	\$0.23	\$0.20	
	FRONT CONTROLLER OPTIONS:												
	A127WY2 / A0YEWY2	IC-412 Image Controller (EFI Flety Controller) / VI-505 Video Interface Kit for IC-412	\$4,437.00	\$3,659.04	18%	\$179.26	\$126.02	\$102.60	\$89.68	\$120.80	\$95.44	\$81.34	
	7640004311	EFI Secure Erase	\$825.00	\$408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	7640004312	EFI Hot Folders	\$825.00	\$408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	7640004313	EFI Auto Trap	\$825.00	\$408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	7640004314	ES-1000 Spectrophotometer V.2.0	\$1,300.00	\$806.00	38%	\$39.49	\$27.76	\$22.60	\$19.76	\$26.58	\$21.03	\$17.91	
	7640002323	EFI Impose V2.6 for IC-303 / IC-408 / IC-409	\$2,500.00	\$1,275.00	49%	\$62.46	\$43.91	\$35.73	\$31.25	\$42.05	\$33.26	\$28.34	
	7640002333	EFI Color Profiler Suite V2.0 w/ES-1000	\$3,200.00	\$1,020.00	68%	\$49.97	\$35.13	\$28.60	\$25.00	\$33.64	\$26.61	\$22.67	
	ADDITIONAL OPTIONS:												
	A0Y9WY1	SC-507 Copy Guard Kit	\$1,153.00	\$404.25	65%	\$19.80	\$13.97	\$11.24	\$9.91	\$13.33	\$10.55	\$8.99	
	A0YCWY1	EX-405 USB Host Board (Local Interface Kit) with Bluetooth Printing Support	\$763.00	\$92.05	88%	\$4.51	\$3.17	\$2.56	\$2.26	\$3.04	\$2.40	\$2.05	
	4623472	Key Counter Mount Kit for Hecan Conventional	\$86.00	\$26.00	70%	\$1.27	\$0.90	\$0.73	\$0.64	\$0.86	\$0.68	\$0.56	
	7640005054	AU-2011 HID Card Authentication Unit	\$399.00	\$159.60	60%	\$7.82	\$5.50	\$4.41	\$3.81	\$5.26	\$4.16	\$3.55	
	7640005161	H10 Proximity Card - 10 pack	\$65.00	\$26.00	60%	\$1.27	\$0.90	\$0.73	\$0.64	\$0.86	\$0.68	\$0.56	
	7640006859	External Key Board	\$310.00	\$84.00	60%	\$4.12	\$2.89	\$2.36	\$2.06	\$2.77	\$2.19	\$1.87	
	A165WY1	KH-101 Keyboard Holder (for External Keyboard)	\$116.00	\$46.40	60%	\$2.27	\$1.60	\$1.30	\$1.14	\$1.53	\$1.21	\$1.03	
	A0W4WY1	WT-506 Working Table	\$105.00	\$38.00	64%	\$1.86	\$1.31	\$1.07	\$0.93	\$1.25	\$0.99	\$0.84	
	A0YCWY2	EX-604 USB Host Board (Local Interface Kit)	\$189.00	\$70.72	63%	\$3.40	\$2.44	\$1.98	\$1.73	\$2.33	\$1.85	\$1.57	
	A0X9WY1	AU-102 Biometric Authentication Unit	\$893.00	\$353.60	60%	\$17.32	\$12.18	\$9.91	\$8.67	\$11.64	\$9.23	\$7.82	
11	Sublist E33: OPTIONAL ACCESSORIES												
	PAPER SUPPLY OPTIONS:												
	A071WY2	LU-204 Large Capacity Unit (1,500 sheets/Letter, Legal, Ledger and 12"x18")	\$ 3,150.00	\$ 2,079.00	34%	\$101.65	\$71.60	\$58.30	\$50.96	\$68.57	\$54.24	\$46.22	
	A0310Y1	LU-301 Large Capacity Unit (3,000 letter sheets)	\$ 1,600.00	\$ 1,057.00	34%	\$51.78	\$36.40	\$29.64	\$25.91	\$34.86	\$27.50	\$23.50	
	OUTPUT OPTIONS:												
	A072WY0	OT-503 Output Tray Unit (Exit Tray)	\$ 100.00	\$ 35.36	65%	\$1.72	\$1.22	\$0.99	\$0.87	\$1.17	\$0.92	\$0.79	
	A119WY1	FS-526 Finisher (100 sheet)	\$ 2,835.00	\$ 1,247.40	56%	\$61.81	\$42.96	\$34.98	\$30.57	\$41.14	\$32.54	\$27.73	
	A118WY1	SD-508 Saddle Kit	\$ 1,575.00	\$ 724.50	54%	\$35.49	\$24.95	\$20.31	\$17.76	\$23.85	\$18.90	\$16.11	
	A117WY1	PK-516 Punch Kit (2/3 Holes)	\$ 814.00	\$ 237.92	72%	\$11.17	\$7.85	\$6.39	\$5.59	\$7.52	\$5.93	\$5.07	
	FRONT CONTROLLER OPTIONS:												
	A127WY1 / A0YEWY1	IC-412 Image Controller (EFI Flety Controller) / VI-505 Video Interface Kit for IC-412	\$ 4,158.00	\$ 3,659.04	12%	\$179.26	\$126.02	\$102.60	\$89.68	\$120.80	\$95.44	\$81.34	
	7640004311	EFI Secure Erase	\$ 825.00	\$ 408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	7640004312	EFI Hot Folders	\$ 825.00	\$ 408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	7640004313	EFI Auto Trap	\$ 825.00	\$ 408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	7640004314	ES-1000 Spectrophotometer V.2.0	\$ 1,300.00	\$ 806.00	38%	\$39.49	\$27.76	\$22.60	\$19.76	\$26.58	\$21.03	\$17.91	
	7640002323	EFI Impose V2.6 for IC-303 / IC-408 / IC-409	\$ 2,500.00	\$ 1,275.00	49%	\$62.46	\$43.91	\$35.73	\$31.25	\$42.05	\$33.26	\$28.34	
	7640002333	EFI Color Profiler Suite V2.0 w/ES-1000	\$ 3,200.00	\$ 1,020.00	68%	\$49.97	\$35.13	\$28.60	\$25.00	\$33.64	\$26.61	\$22.67	
	7640000186	Flety Desamplifier (ED-100)	\$ 1,000.00	\$ 496.00	50%	\$14.30	\$10.03	\$8.19	\$7.16	\$9.38	\$7.44	\$6.10	
	FAX OPTIONS:												
	151b	FK-502 Super G3 Fax Board	\$ 960.00	\$ 482.00	50%	\$23.61	\$16.60	\$13.57	\$11.81	\$15.90	\$12.58	\$10.71	
	A0YAWY1	NK-720 Mount Kit	\$ 700.00	\$ 54.00	73%	\$2.65	\$1.86	\$1.51	\$1.32	\$1.78	\$1.41	\$1.20	
	4614506	SP-501 Stamp Unit	\$ 45.00	\$ 15.00	67%	\$0.73	\$0.52	\$0.42	\$0.37	\$0.49	\$0.39	\$0.33	
	4614511	Spare TX Marker Stamp 2	\$ 25.00	\$ 9.00	64%	\$0.44	\$0.31	\$0.25	\$0.22	\$0.30	\$0.23	\$0.20	
	ADDITIONAL OPTIONS:												
	7640005054	AU-2011 HID Card Authentication Unit	\$ 399.00	\$ 159.60	60%	\$7.82	\$5.50	\$4.41	\$3.81	\$5.26	\$4.16	\$3.55	
	7640006859	External Key Board	\$ 310.00	\$ 84.00	60%	\$4.12	\$2.89	\$2.36	\$2.06	\$2.77	\$2.19	\$1.87	
	A165WY1	KH-101 Keyboard Holder (for External Keyboard)	\$ 116.00	\$ 46.40	60%	\$2.27	\$1.60	\$1.30	\$1.14	\$1.53	\$1.21	\$1.03	
	A0W4WY1	WT-506 Working Table	\$ 105.00	\$ 38.00	64%	\$1.86	\$1.31	\$1.07	\$0.93	\$1.25	\$0.99	\$0.84	
	A0YCWY2	EX-604 USB Host Board (Local Interface Kit)	\$ 189.00	\$ 70.72	63%	\$3.40	\$2.44	\$1.98	\$1.73	\$2.33	\$1.85	\$1.57	
	A0X9WY1	AU-102 Biometric Authentication Unit	\$ 893.00	\$ 353.60	60%	\$17.32	\$12.18	\$9.91	\$8.67	\$11.64	\$9.23	\$7.82	

CATEGORY 11 (40-45 cpm) Color Speed Monochrome and Color Standalone and Networked Devices										
Additional Installation/Network Labor Rate	List Price	Net Purchase Price	24-Month Rental	36-Month Rental	48-Month Rental	60-Month Rental	36-Month Lease	48-Month Lease	60-Month Lease	
Each Additional Workstation Network Connection	\$135.00/hr	\$100.00/hr								
Other Optional Accessories:		\$25.00								
FK-502										
FS-526	\$960.00	\$482.00	\$23.61	\$16.60	\$13.52	\$11.81	\$15.90	\$12.58	\$10.71	
PK-516	\$2,835	\$1,247.40	\$61.11	\$42.96	\$34.98	\$30.57	\$41.14	\$32.54	\$27.73	
LU-301	\$814.00	\$227.92	\$11.17	\$7.85	\$6.39	\$5.59	\$7.52	\$5.95	\$5.07	
	\$1,600	\$1,057	\$51.78	\$36.40	\$29.64	\$25.91	\$34.86	\$27.58	\$23.50	

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

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm \$0.0091/copy (Monochrome) and \$0.0562/copy (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

CATEGORY 11 (40-45 cpm) Color Speed Monochrome and Color Standalone and Networked Devices

Additional Installation/Network Labor Rate	List Price	Net Purchase Price	24-Month Rental	36-Month Rental	48-Month Rental	60-Month Rental	36-Month Lease	48-Month Lease	60-Month Lease
Each Additional Workstation Network Connection	\$135.00/hr	\$100.00/hr							
Other Optional Accessories:		\$25.00							
Fax Kit									
Option Mount Kit (Box Type)	\$1,008	\$482.00	\$23.61	\$16.60	\$13.52	\$11.81	\$15.90	\$12.58	\$10.71
PK-517	\$200.00	\$54.00	\$2.65	\$1.86	\$1.51	\$1.32	\$1.78	\$1.41	\$1.20
	\$552.00	\$178.50	\$8.74	\$6.15	\$5.01	\$4.38	\$5.89	\$4.66	\$3.97

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

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.0091/copy** (Monochrome) and **\$0.0562/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLICITING BIDS FOR THE CONSTRUCTION OF THE BENTON COUNTY ANIMAL CONTROL FACILITY, KENNEWICK, WA

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for the construction of the Benton County Animal Control Facility in Kennewick, WA be prepared and advertised pursuant to the provisions of RCW 36.32.250, as more fully described in the bid specifications; and

BE IT FURTHER RESOLVED the bids will be received by the Benton County Facilities Department, Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336, until 1:00 PM on Wednesday, May 12, 2010 and not thereafter; and will be opened by representatives of Benton County at 1:00 PM on Wednesday, May 12, 2010 at the Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 on the 2nd Floor Hearing Room during an open public meeting; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid documents attached hereto on behalf of the Board.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 12, 2010

INVITATION FOR BIDS

TO INTERESTED PARTIES:

Benton County (Owner) is soliciting proposals for the construction of an Animal Control Facility project. This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's written acceptance of such an offer, and execution of a contract, shall contractual commitments be created. Specifications and bid forms are set forth in the attached document.

CONDITIONS AND INSTRUCTIONS

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted. Each bid must be accompanied by a Cashier's check or Certified check payable to Benton County, or a Bid Bond, duly executed by the bidder as principal in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all unsuccessful bidders after the County and the accepted Contractor have executed the Contract and the successful Contractor posts the required bonds.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the Contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded. Each submitter is responsible for contacting Roy Rogers, Facilities Manager, 7122 W. Okanogan Place, Kennewick, WA 99336, (509) 539-5334 for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of its bid once received and opened.

All bidders are strongly urged to attend the pre-bid jobsite walk through tour, which will be held **Wednesday, April 28, 2010 at 1:00 PM (1116 N. Grant Court, Kennewick, WA)**. Each submitter, by the submission of their proposal, represents that they have carefully reviewed and fully understand these documents, including all conditions and instructions, specifications, requirements, and other information contained herein.

The project consists of 45,000 sf of new site development supporting a new 3,200 sf building. Benton County Animal Control will occupy the entire building. Total estimated construction cost is seven hundred thousand dollars (\$700,000).

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, sexual orientation, handicap, or national origin in consideration for an award.

Contract documents may be examined at the following locations:

Tri-Cities Construction Council
20 E. Kennewick Avenue
Kennewick, WA 99336
(509) 582-7424

Spokane Regional Plan Center
102 E. Boone Avenue, Suite 102
Spokane, WA 99202
(509) 328-9600

Yakima Plan Center
528 N. 20th
Yakima, WA 98902
(509) 457-4271

Associated General Contractors
4935 E. Trent Avenue
Spokane, WA 99212
(509) 534-1446

Walla Walla Valley Plan Center
29 E. Sumach Street
Walla Walla, WA 99362
(509) 629-0709

Hermiston Plan Center
1565 N. First Street, Suite 8A
Hermiston, OR 97838
(541) 564-0420

McGraw-Hill Const. Plan Center
200 SW Michigan Street, #100-A
Seattle, WA 98106
(206) 3284542

McGraw-Hill Const. Plan Center
3600 Port of Tacoma Rd., Suite 209
Tacoma, WA 98424
(253) 922-7172

Contract Documents will be available for purchase on or after **Wednesday, April 14, 2010** at the office of Bernardo-Wills Architects PC (153 S. Jefferson St., Spokane, WA 99201, (509) 838-4511, (509) 838-4605 Fax), or Benton County (7122 W. Okanogan Place, Building A, Facilities Office, Kennewick, WA 99336, (509) 222-3710). Each set is \$100, refundable upon return (in good condition) to Bernardo-Wills within 14 postmarked calendar days following the bid date.

Bids must be in an opaque sealed envelope, which shall be clearly marked "Sealed Bid – Animal Control Facility CB 10-02" and show the name and address of the bidder, and if mailed or sent via other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" and shall be addressed as follows:

Mr. Roy Rogers, Facilities Manager
Benton County Justice Center
7122 W. Okanogan Place, Building A
Kennewick, WA 99336

Sealed bids will be received until **1:00 PM (PST) Wednesday, May 12, 2010** at the Benton County Justice Center, 7122 W. Okanogan Place, Building A, Second Floor Commissioners Conference Room. Bids received after the stated time will not be accepted. The bids will be publicly opened by the Benton County Deputy County Administrator and the Facilities Manger. Official bid results shall be made public within 72 hours of bid opening. Bids will be on a lump-sum basis awarded to the lowest responsible bidder. The Owner reserves the right to reject any or all bids or to waive informalities in the bidding. No bids shall be withdrawn for a period of 30 days subsequent to opening of bids without the written consent of the Owner.

Dated this _____ day of April 2010

BOARD OF BENTON COUNTY COMMISSIONERS

James R. Beaver, Chairman

Approved as to Form:

Deputy Prosecuting Attorney
Benton County, Washington

Orig: File – Lisa Small
cc: Facilities; File: CB 10-02

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-RSAT-LCC-00	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to contract with Lourdes Counseling Center to provide Residential Substance Abuse Treatment services in the Benton County Corrections Facility. Lourdes Counseling Center shall prepare offenders for reintegration into the communities from which they came and monitor the number of participants and collecting data regarding the reduction of addictive behavior.

SUMMARY

Award: The consideration for these services are \$53,640.00.

Period: July 1, 2009 through June 30, 2010.

Funding Source: Department of Commerce, formally Department of Community, Trade and Economic Development of Washington State

RECOMMENDATION

- Sign the resolution to accept the proposed amendment.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Department of Community, Trade and Economic Development of Washington State agreement with the Department of Human Services. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #09/10-RSAT-LCC-00 and authorize the Chair to sign on behalf of the Board.

**BENTON COUNTY
RESOLUTION**

Number _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF EXECUTION OF AN AGREEMENT FOR RESIDENTIAL
SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE BENTON AND
FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND LOURDES
COUNSELING CENTER , AGREEMENT #09/10-RSAT-LCC-00**

WHEREAS, the Department of Human Services would like to execute an agreement with Lourdes Counseling Center to provide funding for a Residential Substance Abuse Treatment Services Program in the Benton County Jail; and

WHEREAS, the maximum consideration shall not exceed \$53,640.00; and

WHEREAS, the Agreement shall be effective for the period July 1, 2009 through June 30, 2010; NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the agreement on behalf of the Board of Benton County Commissioners.

Dated this day of, 2010.

Chairman

Chairman Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services

Carey

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

COPY ^e

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment for the reduction in funding with Benton-Franklin Community Action Committee, #07/10-HGAP-CAC-2	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Benton and Franklin subcontracts with the Benton-Franklin Community Action Committee to provide services for a pilot early release program for persons who are released from local jails. The Community Action Committee provides these persons with housing and case management services in order to successfully return to the community.

SUMMARY

Award: This Amendment reduces the funding by \$145,800.00 for a new award of \$544,200.00

Period: July 1, 2007 through June 30, 2010.

Funding Source: Washington State Department of Commerce and Benton County Match

RECOMMENDATION

- Sign the resolution to accept the proposed amendment.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in the Agreement is provided by the Washington State Department of Community Trade and Economic Development. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing the Amendment #07/10-HGAP-CAC-2 and authorize the Chairs of Benton and Franklin Counties Commissioners to sign on behalf of the Board.

JOINT RESOLUTION

Franklin County Resolution Number _____

Benton County Resolution Number _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF EXECUTION OF AMENDMENT #07/10-HGAP-CAC-2 BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE (BFCAC) FOR THE REDUCTION OF FUNDING FOR THE HOMELESS GRANT ASSISTANCE PROGRAM (HGAP) PILOT EARLY RELEASE PROGRAM FOR PERSONS WHO ARE RELEASED FROM LOCAL JAILS,

WHEREAS, the Benton and Franklin Counties' Department of Human Services funding from the Department of Commerce for the Homeless Grant Assessment Program (HGAP) project. The Department of Human Services subcontracts with Benton-Franklin Community Action Committee to provide housing and case management services in order for these persons return successfully to the community with funding awarded by the Department of Commerce; and

WHEREAS, The Department of Human Services is reducing funding by \$145,800.00 to the Community Action Committee; and

WHEREAS, Benton County match funding will be included in the original Agreement #07/10-HGAP-CAC budget, **NOW THEREFORE,**

BE IT RESOLVED by the Boards of Benton and Franklin County Commissioners that Amendment #07/10-HGAP-CAC-2 between Benton and Franklin Counties' Department of Human Services and the Benton-Franklin Community Action Committee be approved; and

BE IT FURTHER RESOLVED that the Chairmen of the Boards of Benton and Franklin Counties are hereby authorized to sign the Amendment #07/10-HGAP-CAC-2 on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this day of, 2010.

Dated this day of, 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair Pro Tem

Chair Pro Tem

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

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

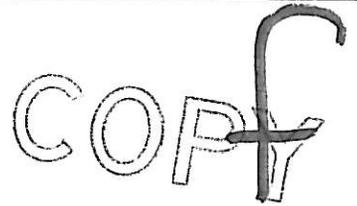
Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Benton and Franklin Co. Commissioners

Carey

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



AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment for the reduction of funding with the Washington State Department of Commerce, Housing Division	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Washington State Department of Commerce contracts with the Benton and Franklin Counties Department of Human Services to fund a pilot early release program for persons who are released from local jails. Through a subcontract with Benton Franklin Community Action Committee, these persons are provided housing and case management services to return successfully to the community.

SUMMARY

Award: This Amendment reduces the funding by \$145,800 for a new award of \$394,200.00

Period: Date of execution through August 14, 2010.

Funding Source: Washington State Department of Commerce

RECOMMENDATION

- Sign the resolution to accept the proposed Amendment.
- Approve the proposed Agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in the Agreement is provided by the Washington State Department of Commerce . **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing the Washington State Department of Commerce Amendment #07-46108-001-B and authorize the Chairs of Benton and Franklin Counties Commissioners to sign on behalf of the Board.

JOINT RESOLUTION

Franklin County Resolution Number _____

Benton County Resolution Number _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF EXECUTION OF AMENDMENT #07-46108-001-B WITH THE DEPARTMENT OF COMMERCE AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES TO FUND AN EARLY RELEASE PROGRAM FOR PERSONS WHO ARE RELEASED FROM LOCAL JAILS.

WHEREAS, the Department of Commerce is reducing the original agreement by \$145,800.00 for a new award total of \$394,200.00; and

WHEREAS, Through a subcontract with Benton-Franklin Community Action Committee, these persons are provided housing and case management services in order to successfully return to the community, **NOW THEREFORE**

BE IT RESOLVED by the Boards of Benton and Franklin County Commissioners that Amendment #07-46108-001-B between the Washington State Department of Commerce and Benton and Franklin Counties' Department of Human Services be approved; and

BE IT FURTHER RESOLVED that the Chairmen of the Boards of Benton and Franklin Counties are hereby authorized to sign the Amendment #07-46108-001-B on behalf of the Boards of Benton and Franklin County Commissioners.

Dated thisday of, 2010.

Dated thisday of, 2010.

Chair, Benton Co. Commissioners

Chair, Franklin County Commissioners

Chair Pro Tem

Chair Pro Tem

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

cc: Human Services, Benton and Franklin Co. Commissioners

Carey

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY 9

DATE: March 22, 2010	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Grant #09-46201-07, Amendment A with the Department of Commerce	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: The Department of Human Services provides oversight and/or provision of services related to Housing Opportunity for Persons with Aids (HOPWA) to persons who are HIV+ or living with AIDS and are homeless or are experiencing a high risk of homelessness. This amendment adds additional funding and extends the grant period to December 31, 2011 to meet the housing needs of persons with HIV/AIDS or related diseases, and their families..	
COORDINATION: The Benton and Franklin Counties' Prosecuting Attorney's Office have reviewed this agreement and approved as to form. The Director of Human Services and program specialists have reviewed and approved the format and legal areas of the agreement.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve this agreement by their signatures on the agreement.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Cover Sheet2. Three original amendments for signature3. Resolution	

I certify the above information is accurate and complete.

Carol Carey, Sr. Secretary

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF EXECUTION OF A SERVICE AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, The Department of Commerce would like to amend the Agreement with the Department of Human Services (DHS) for the oversight and /or provision of services related to Housing Opportunity for Persons with Aids (HOPWA) to persons who are HIV+ or living with AIDS and are homeless or are experiencing a high risk of homelessness; and

WHEREAS, This Amendment adds additional funding and extends the grant period to meet the housing needs of persons with HIV/AIDS or related diseases, and their families.

WHEREAS, This Amendment shall commence upon date of execution through December 31, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment, and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton Co. Commissioners

Chair, Franklin Co. Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

cc: Human Services, Franklin County, Benton County

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/11-SA-FSCCS-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with First Step Community Counseling Services for substance abuse treatment services for the 2009-11 biennium. This amendment incorporates provisions for Employee Education about False Claims Recovery and waives the Tobacco-Free Facilities and Ground provisions

SUMMARY

Award: Consideration is fee for services provided
Period: October 1, 2009 to June 30, 2011
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/11-SA-FSCCS-01 with First Step Community Counseling Services and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-SA-FSCCS-01 BETWEEN FIRST STEP COMMUNITY COUNSELING SERVICES AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to incorporate provisions for Employee Education about False Claims Recovery and to waive the Tobacco-Free Facilities and Ground provisions. All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment is fee for service, and

WHEREAS, the Agreement is effective October 1, 2009 and remains effective until June 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #09/11-SA-FSCCS-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/11-SA-UCS-01	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Unity Counseling Services for substance abuse treatment services for the 2009-11 biennium. This amendment incorporates provisions for Employee Education about False Claims Recovery and waives the Tobacco-Free Facilities and Ground provisions

SUMMARY

Award: Consideration is fee for services provided

Period: October 1, 2009 to June 30, 2011

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/11-SA-UCS-01 with Unity Counseling Services and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

**IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-SA-UCS-01 BETWEEN
UNITY COUNSELING SERVICES AND BENTON AND FRANKLIN COUNTIES'
DEPARTMENT OF HUMAN SERVICES, and**

WHEREAS, It is the purpose of this Amendment is to incorporate provisions for Employee Education about False Claims Recovery and to waive the Tobacco-Free Facilities and Ground provisions. All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment is fee for service, and

WHEREAS, the Agreement is effective October 1, 2009 and remains effective until June 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #09/11-SA-UCS-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

Carey

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement with Housing Authority of the City of Pasco and Franklin County, #PSA-HA-2008/09-01	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to extend the duration of the Personal Services Agreement with the Housing Authority of the City of Pasco and Franklin County for an additional twelve (12) months. The Housing Authority acts as the property manager for the mental health transitional living trailers located in Pasco. All other terms and conditions of the underlying Agreement remain unchanged and in full force and effect.

SUMMARY

Award: Remains the same

Period: March 1, 2009 through March 30, 2011.

Funding Source: Mental Health Division

RECOMMENDATION

- Sign the resolution to accept the proposed Amendment.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Mental Health Division. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Professional Services Amendment #PSA-HA-2008/09-01 with the Housing Authority of the City of Pasco and Franklin County and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT #PSA-HA-2008/09 BETWEEN HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,

WHEREAS, the Department of Human Services would like to extend the duration of the Agreement an additional twelve (12) months to end March 30, 2011; and

WHEREAS, the Housing Authority acts as the property manager for the mental health, transitional living trailers located in Pasco; and

WHEREAS, all other terms and conditions of the underlying Agreement remain unchanged and in full force and effect; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairpersons are hereby authorized to sign the joint resolution on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this day of, 2010.

Dated this day of, 2010.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

Originals: Benton County
Franklin County
Human Services

Carey

K

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 4-12-09 F/C 4-21-09		
SUBJECT: Resolution Auth. Signature On Truancy Contempt Prevention Project Grant Application 2010 2011		
Prepared By: Donna A. Lee		
Reviewed By: Sharon A. Paradis		

BACKGROUND INFORMATION

In 2008 Benton-Franklin Counties Juvenile Justice Center was awarded Federal Title II Formula Grants Program for Deinstitutionalization of Status Offenders. This application is for continuation of that grant for the third year in the amount of \$67,000.00 from the Office of Juvenile Justice (OJJ). These funds are dedicated for the Truancy Contempt Prevention Program (TCPP) under the Office of Juvenile Justice for the term effective July 1, 2010, through June 30, 2011.

SUMMARY

During the third year, the grant will target truant youth that are at risk of further penetrating the juvenile justice system and secure detention. The TCPP seeks to decrease the number of youth that are admitted to secure detention for contempt of a Truancy court order. Specifically, the TCPP will provide intensive case management combined with interventions to detention to reduce the number of truancy contempt youth. This will be the third and final year of funding for this grant.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Federal Grant Application for the Benton-Franklin Counties Truancy Contempt Prevention Project as written.

FISCAL IMPACT

This is a Grant Award is \$67,000.00.

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 the Federal Grant Application for the Benton-Franklin Counties Truancy Contempt Prevention Project.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEDERAL GRANT APPLICATION FOR THE BENTON-FRANKLIN COUNTIES TRUANCY CONTEMPT PROJECT, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Federal Grant Application for third year funding for the Benton-Franklin Truancy Contempt Prevention Project, be approved as presented for a term commencing July 1, 2010, and terminating on June 30, 2011, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Federal Grant Application for the Benton-Franklin Counties Truancy Contempt Prevention Project.

DATED this 12th day of April 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 21st day of April 2010
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:

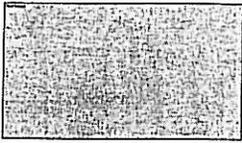
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board



OFFICE OF JUVENILE JUSTICE (OJJ)
FEDERAL GRANT APPLICATION
 Please read all instructions carefully.

For assistance, contact the Department of Social and Health Services (DSHS)
 Office of Juvenile Justice at (360) 725-3600 or FAX (360) 407-0152.

CONTRACT NUMBER	FOR OJJ USE ONLY	
	DATE STAMP	
PROGRAM AREA		

1. APPLICANT: DO NOT USE PERSON'S NAME

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center		TELEPHONE NUMBER (509) 783-2151	FAX NUMBER (509) 736-2728
STREET ADDRESS 5606 West Canal Place Suite 106		CITY Kennewick	STATE ZIP CODE WA 99336
MAILING ADDRESS 5606 West Canal Place Suite 106		CITY Kennewick	STATE ZIP CODE WA 99336

2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT (DO NOT USE PERSON'S NAME)

NAME Benton-Franklin Counties Juvenile Justice Center		TELEPHONE NUMBER (509) 783-2151
STREET ADDRESS 5606 West Canal Place Suite 106		FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES)
CITY Kennewick	STATE WA	ZIP CODE 99336
		91-6001296

3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE (LIMITED TO THREE LINES)

Benton-Franklin Counties Truancy Contempt Prevention Project

4. APPLICANT'S AGREEMENT

The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the STANDARD CONDITIONS AND CERTIFICATIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:

The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Director and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:

In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.

b. Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)
Sharon A. Paradis, Juvenile Court Administrator - SEE SIGNATURE PAGE 1A

APPLICANT'S SIGNATURE	DATE 03/29/2010
ACCEPTANCE OF OFFER COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance	OJJ CONTRACTING OFFICER'S SIGNATURE DATE

5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)

NAME AND TITLE Darryl Banks, Intervention/Prevention Services Manager		TELEPHONE NUMBER (509) 222-2316
STREET ADDRESS 5606 West Canal Place Suite 106		FAX NUMBER (509) 736-2725
CITY Kennewick	STATE WA	ZIP CODE 99336
		E-MAIL ADDRESS darryl.banks@co.benton.wa.us

6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)

NAME AND TITLE Jennifer Bowe, Administrative Services Manager		TELEPHONE NUMBER (509) 736-2721
STREET ADDRESS 5606 West Canal Place Suite 106		FAX NUMBER (509) 736-2728
CITY Kennewick	STATE WA	ZIP CODE 99336
		E-MAIL ADDRESS jennifer.bowe@co.benton.wa.us

Submission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828, OLYMPIA WA 98504-2828.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 4/12/10 Subject: Copier Lease Agreement Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Personnel Resources copier lease with Pacific Office Automation expires on April 15, 2010. Therefore, Personnel Resources has prepared a new copier lease agreement with Pacific Office Automation for a Canon copier in accordance with the terms and conditions issued off the State of Washington Contract. (Please see attached.)

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel/Risk Manager and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LEASING A CANON IR C5045 COPIER FROM PACIFIC OFFICE AUTOMATION FOR THE BENTON COUNTY PERSONNEL OFFICE

WHEREAS, the Benton County Personnel Office would like to enter into a 60 month lease option with Pacific Office Automation for the leasing of a Canon IR C5045 Copier for 2010, as the current lease will expire April 15, 2010; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Lease agreement attached hereto. Attached to the Lease Agreement is a copy to the State Contract #03706 that outlining Special Terms and Conditions of the Contract, and a detailed Pricing Sheet,

WHEREAS, the monthly maintenance and lease agreement amount will be \$170.31 including all supplies, except paper, at \$0.0080 per black/white copy and \$0.0470 per color copy;

WHEREAS, it is the recommendation of the Benton County Personnel Office that the Board of County Commissioners sign the Lease Agreement attached hereto; and

WHEREAS, Pacific Office Automation is a vendor under the State Contract #03706; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners is authorized to sign the Lease Agreement attached hereto;

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

LEASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. _____
This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Pacific Office Automation, 6250 W Clearwater Ave. Kennewick WA 99336

VENDOR CODE: (Fed. Tax ID)

VENDOR CONTACT: James Freeman

VENDOR CONTACT PHONE: (509) 735-0502

VENDOR PRINCIPAL PLACE OF BUSINESS:

SHIP TO:
Benton County Personnel
7122 W Okanogan Place, Bldg. A
Kennewick WA 99336

BILL TO:
Benton County Personnel
7122 W Okanogan Place, Bldg. A
Kennewick WA 99336

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to lease the following office equipment to Benton County under the terms described.

P.O. DATE:

Delivery Date:

Line	Model	Description	Months	Unit Price	Total Price
1	IR C5045	Lease with Pacific Office Automation IRC5045 copier per Washington State Contract #03706. Payment and reading/billing for additional images conducted monthly. Cost per BW image: \$0.0080, Color image \$0.0470.	60 Months	\$132.66	\$7959.60
2		Cabinet Type -B	60 Months	\$1.47	\$88.20
3		Staple Finisher C-1 (include Buffer Pass Unit-G1)	60 Months	\$36.18	\$2170.80

The term of this Agreement shall be 60 months:

Beg: 05/01/2010 through: 05 /01/2010

SUB TOTAL = \$10,218.60
% SALES TAX = 8.3%
TOTAL ORDER = \$11,066.74

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A).

Vendor's signature on this Lease Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03706

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Dept. Director: Melina Wenner

Title: Personnel/Risk Manager

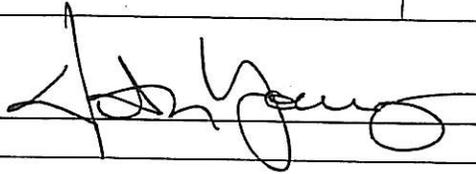
Address: 7122 W. Okanogan Place, Bldg. A
Kennewick WA 99336

Phone: (509) 736-3064

2. This Purchase Agreement.

Fax: ()

Approved as to Form
Civil Deputy Prosecutor)



Vendor Name (Print): _____ Title: _____ Date: _____

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: April 12, 2010 Subject: <u>Line Item</u> <u>Transfer</u> Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

Please see attached Exhibit A.

SUMMARY

Same as above

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
THE INSURANCE MANAGEMENT BUDGET IN THE AMOUNT OF \$6,000.**

BE IT RESOLVED by the Board of Benton County Commissioners, that \$6,000.00 shall be transferred as more clearly defined in Exhibit A attached hereto.

Dated thisday of 20

Chairman of the Board

Chairman Pro Tem

Member

Attest.
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 127
 Fund Name: Insurance Management Fund Nbr: 0504101

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
514.770	4917	Liability Claims	\$6,000	514.710	9503	Automobile Rental	\$6,000
TOTAL			\$6,000	TOTAL			\$6,000

TRANSFER TO:

Explanation:
 Due to the amount of travel required for employee safety & training and risk management investigations throughout the county, the Personnel Dept. has taken over a vehicle from the Auditor's Office. Therefore, Personnel will now be paying the vehicle rental assessment for this auto, which requires money be transferred into the insurance management auto rental line item.

Prepared by: Melina Wenner Date: 12-Apr-2010

Approved Denied

Date: _____

 Chairman

 Member

 Member

R E S O L U T I O N



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CONSULTANT AGREEMENT FOR ENGINEERING AND DESIGN AND RIGHT OF WAY PLANS FOR WEBBER CANYON ROAD AND BNSF RAILROAD UNDERPASS BRIDGE AT KIONA - C.E. 1722 CRP

WHEREAS, by resolution dated April 22, 2002, an Agreement with Consulting Engineering Services, Inc. (CES) to perform Engineering and Design work and develop a Right of Way Plan for Webber Canyon Road and BNSF Railroad Underpass was approved; and

WHEREAS, CES was acquired by David Evans and Associates, Inc.

WHEREAS, Supplement No. 9 to the Agreement has been prepared to allow for Construction Engineering Services; NOW, THEREFORE,

BE IT RESOLVED that Supplement No. 9 to the Agreement with David Evans and Associates, Inc., formerly Consulting Engineering Services, Inc., be and hereby is approved, and the Chairman is authorized to sign said Supplement.

Dated this 12th day of April, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board .

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

SWB:BLT:slc



Supplemental Agreement		Organization and Address David Evans and Associates, Inc. 1115 West Bay Drive NW, Suite 301 Olympia, WA 98502 Email: rkb@deainc.com Website: www.deainc.com
Agreement Number CE 1722 CRP		
Project Number STPR - A 031 (002)	Phone Tel. (360) 705-2185; Fax. (360) 705-2187	
Project Title Webber Canyon Road Underpass (BNSF RR)	New Maximum Amount Payable \$	
Description of Work SUPPLEMENT NO. 9 Construction Engineering Services - Extended Time for Completion		

The Local Agency of Benton County
desires to supplement the agreement entered into with David Evans and Associates, Inc.
and executed on 4/22/2002 and identified as Agreement No. CE 1722 CRP

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2010

III

Section V, PAYMENT, shall be amended as follows:

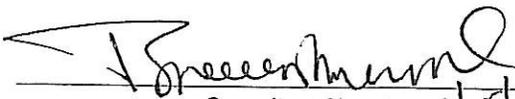
No Change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Evans and Associates, Inc.

By: County of Benton



Consultant Signature 3/15/2010

Approving Authority Signature
Approved As To Form:
1st J. Young

Deputy Prosecuting Attorney

RESOLUTION



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

IN THE MATTER OF COUNTY ROADS, RE: WISER PARKWAY RAILROAD CROSSING
CE 1918 CRP

WHEREAS, Benton County is proposing to construct a railroad crossing in the vicinity of the
Badger Interchange to be know as Wisser Parkway, and

WHEREAS, Benton County has been negotiating with Burlington Northern Santa Fe Railway
Company (BNSF) for an easement for the crossing, and

WHEREAS, BNSF has submitted an Easement Agreement for the County's approval, and

WHEREAS, said agreement has been Approved as to Form by the Prosecuting Attorney's Office
and is recommended for approval by the Public Works Manager, NOW, THEREFORE

BE IT RESOLVED that the Chairman of the Board of County Commissioners is authorized to
sign the Easement Agreement for Wisser Parkway on behalf of Benton County

Dated this 12th day April 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

EASEMENT AGREEMENT

FOR WISER PARKWAY

(C&M Agreement)

THIS EASEMENT AGREEMENT FOR WISER PARKWAY ("Easement Agreement") is made and entered into as of the ____ day of _____ 2010 ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), and BENTON COUNTY, a Political subdivision of the State of Washington ("Grantee").

A. Grantor owns or controls certain real property situated at or near the vicinity of Kennewick, County of Benton, State of Washington, at Mile Post 1133, [Project # 932567d], as described or depicted on Exhibit "A" attached hereto and made a part hereof (the "Premises").

B. Grantor and Grantee have entered into that certain Grade Crossing Construction and Maintenance Agreement dated as of March 15, 2010 concerning improvements on or near the Premises (the "C&M Agreement").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "Easement Purpose" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "Improvements" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("Easement") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "Laws"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>April 12, 2010</u>	Execute Agreement <u>XX</u>	Consent Agenda <u>XX</u>
Subject: <u>RAP Project Agreement</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>blt</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>blt</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The County Road Administration Board added \$1,311,060 in Rural Arterial Program funds for Nine Canyon Road, Phase 2; Beck Road to Mills Road, MP 4.85 to MP7.50, bringing the total amount of authorized RATA funds to \$1,759,500. Which leaves \$783,500 remaining to be funded in the next biennium.

SUMMARY

A Project Agreement for Construction Proposal has been prepared by CRAB staff to be signed by BOCC and CRAB.

RECOMMENDATION

Approve the Project Agreement and authorize the Board to sign.

FISCAL IMPACT

Benton County's match is \$175,950.

MOTION

Approve the Resolution authorizing all members of the Board to sign the RAP Project Agreement for Construction Proposal.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AGREEMENT FOR CONSTRUCTION PROPOSAL - RURAL ARTERIAL PROGRAM FUNDS FOR IMPROVEMENTS TO NINE CANYON ROAD; PROJECT NUMBER 0309-01

WHEREAS, the County Road Administration Board has approved Rural Arterial Trust Account (RATA) Funding for Nine Canyon Road, Phase 2, M.P. 4.85 to M.P. 7.50; and

WHEREAS, a Project Agreement for Construction Proposal has been prepared for the funding; NOW, THEREFORE,

BE IT RESOLVED that the Project Agreement for Construction Proposal (copies attached) be and hereby is approved, and the Board is authorized to sign said Agreement.

Dated this 12th day of April, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:BLT:slc

STATE OF WASHINGTON
COUNTY ROAD ADMINISTRATION BOARD

RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

Submitting County: BENTON

Project Number: 0309-01

Road No. And Sequencer: 4891002

Name of Road: NINE CANYON ROAD 2 M.P. 04.85 To 07.50

Approval Date: 04-16-09

TOTAL AMOUNT OF AUTHORIZED RATA FUNDS: \$ 1,759,500

IN CONSIDERATION of the allocation by the County Road Administration Board (CRABoard) of rural arterial trust account (RATA) funds to the project in the amount set out above, the county hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (RCW 36.79); the applicable rules and regulations of the CRABoard (WAC 136-100 et.seq.) and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached. The officer of the county, by his/her signature below, hereby certifies on behalf of the county that matching funds and other funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus, and acknowledges that funds hereby authorized are for the development of the construction proposal as defined by RCW 36.79.

The county hereby agrees and certifies that:

- (1) It is in compliance with the provisions of WAC ch. 136-150 regarding eligibility for RATA funds. If the county is found not to be in compliance with the provisions of Chapter 150, such non-compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of that County.
- (2) If the project is reconstruction in scope, the county will gain approval from WSDOT (RCW 43.32) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (3) If the project is 3R (resurfacing restoration and rehabilitation) in scope, the county will document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (4) The project will be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (5) It will notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (6) It will reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.

If the costs of the project exceed the amount of RATA funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the local agency to be committed to the project, the local agency will pay all additional costs necessary to complete the project as submitted to the CRABoard.

IN CONSIDERATION of the promises and performance of the stated conditions by the county, the CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified. The CRABoard will reimburse counties on the basis of monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, and subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard, 04-16-09

This agreement supersedes all prior agreements issued using the project and work order numbers listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

COUNTY ROAD ADMINISTRATION BOARD:

BENTON COUNTY:

By: _____

By: _____

Date: _____

Date: _____

9.

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO
NORTHWEST PIPELINE GP, FOR A NON EXCLUSIVE FRANCHISE FOR A
NATURAL GAS TRASPORTATION FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Northwest Pipeline GP, who has applied to continue a non exclusive franchise for a natural gas transportation facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring March 31, 2020;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Northwest Pipeline GP has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 12th day of April, 2010

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss