

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, September 27, 2016 Benton County Courthouse, Prosser, WA

9:00 AM Call to Order  
Approval of Minutes  
❖ **September 20, 2016 Board Meeting**

To view items in detail, please  
click on the highlighted area.

Review Agenda

Consent Agenda

### Commissioners

a. Canvassing Board Appointment

### Facilities

b. Line Item Transfer, Fund No. 0305-101, Dept. 000

c. Contract w/Roen Associates, Inc. for Constructability Review for Jail Addition

### Human Services

d. Copier Lease Contract w/Pacific Office Automation

e. Agreement w/CI Information Management for Storage Services

f. Lease Assignment w/Ardell and Sue Curtis Survivor's Trust & Our Lady of Lourdes Hospital

### Information Technologies

g. Purchase of Dell Laptop, Docking Station & Monitor for Sheriff's Office

### Juvenile

h. Truancy Contract w/Pasco School District

i. Truancy Contract w/Kennewick School District

### Office of Public Defense

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

### Parks

k. Purchase of Shelter Structure for Two Rivers Park from Double-Post Umbrella

l. Letter to AHBL, Inc. re Parking Lot Project @ Candy Mountain

### Public Works

m. Purchase of Road Salt w/Salt Distributors, Inc.

n. Traffic Control on Pleasant Drive & Lindhill Court

o. Rental of Two Bucket Trucks from L & M Truck Sales, Inc.

p. Approving Payment to Tom Denchel Ford for Fire Truck Engine for Fire District #6

q. Contract w/Premier Excavation for Victoria Avenue Storm Water Improvements Project

### Scheduled Business

**Master** Plan for Transferred Hanford Properties ~ A Fyall

### Unscheduled Visitors

### Other Business

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, September 20, 2016, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Shon Small  
Commissioner Jerome Delvin  
Commissioner James Beaver  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; Planning Manager Mike Shuttleworth; DPA Ryan Brown Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Treasurer Duane Davidson; Tammy McKeirnan and Kyle Sullivan, Human Services; Larry Hueter, Project Manager; Public Services Administrator Fred Bowen; Victor Reeve, Noxious Weed.

Approval of Minutes

The Minutes of September 13, 2016 were approved.

Consent Agenda

**MOTION:** Commissioner Delvin moved to approve the consent agenda items “a” through “hh”. Commissioner Beaver seconded and upon vote, the Board approved the following:

Coroner

- a. Line Item Transfer, Fund No. 0000-101, Dept. 109

Facilities

- b. Payment Authorization to ABC Fire Control, Inc. for Inspection Services
- c. Notice of Lowest Bidder for WSU Tenant Improvement Project to Booth & Sons Construction
- d. Contract w/Kone, Inc. for Elevator Maintenance
- e. Line Item Transfer, Fund No. 0305-101, Dept. 000

Human Services

- f. Contract Termination w/ABM Janitorial Services for Crisis Response
- g. Contract Termination w/Netsmart Technologies
- h. Copier Contract w/Pacific Office Automation Inc.
- i. Agreement w/Community Action Committee for Ten-Year Homeless Housing Plan

### **Information Technologies**

- j. Line Item Transfer, Fund No. 0502-101, Dept. 000

### **Juvenile**

- k. Truancy Contract w/Finley School District
- l. Truancy Contract w/Prosser School District
- m. Line Item Transfer, Fund No. 0115-101, Dept. 173

### **Prosecuting Attorney**

- n. Grievance Arbitration Settlement Agreement and Release
- o. Agreement w/CI Information Management for Document Imaging Services
- p. Line Item Transfer, Fund No. 0000-101, Dept. 117

### **Public Works**

- q. Purchase of Radio Equipment from dbSpectra
- r. Transfer of Permits for the Matheson Pit
- s. Purchase of Radio Equipment from Telewave, Inc.
- t. On-Site Cummins Engine & Control Systems Training w/ Cummins Northwest
- u. Payment to Valley Marine for Sheriff Department's Boat Engine Computer Repair
- v. Contract to D & D Tri-Rivers Excavating, Inc for Hanks Road Drainage Project
- w. Line Item Transfer, Fund No. 0101-101, Dept. 500

### **Sheriff**

- x. Line Item Transfer, Fund No. 0000-101, Dept. 121
- y. Line Item Transfer, Fund. No. 0000-101, Dept. 125
- z. Contract w/Jiffy Car Wash, Inc. for Washing & Cleaning Vehicles
- aa. Contract w/Signs & Wonders, Inc. for Custom Vehicle Decals & Signs
- bb. Amended Contract #1 w/Chong Bak Dry Cleaning & Laundry Services
- cc. Contract w/Psychological Consultants, Inc. for Psychological Evaluations
- dd. Contract w/Watch System LLC for Management of Location of Sex Offenders

### **Workforce Development Council**

- ee. Contract w/Career Path Services for Adult Services
- ff. Contract w/Career Path Services for Youth Services
- gg. Contract w/Career Path Services for Dislocated Worker Services for 2015/2016
- hh. Contract w/Career Path Services for Dislocated Worker Services for 2016

### **Presentation by Integrus Architecture on Mental Health Jail Addition**

Bob Estlund, Integrus Architecture gave a Powerpoint presentation showing the drawings for the mental health addition at the Benton County Jail. It included:

- 25 mental health beds attached to existing intake at jail
- 3 separate pods with direct supervision; main focus was suicide watch and safety of prisoners
- Office staff space and training area and multipurpose area
- Peer review from Snohomish County; he said he was impressed with both Benton County and Snohomish County and how they currently handled mental health patients
- He said they tried to do what they could to improve the environment for these patients

He indicated they were 99% complete and waiting for final comments. A constructability review was going to be completed and the schedule was 16 months for construction.

Commissioner Delvin wondered if building this would create more expectation from the public. Mr. Sullivan commented there could be increased expectations, but when you were dealing with this population, you could do everything right and something bad could still happen. However, if you have checks and balances in place and you have done the best you can, there was benefit in that.

Mr. Estlund said he learned a lot during the peer review and that Benton County was already doing a good job in dealing with this issue. Larry Hueter, Project Manager stated that during the peer review Snohomish County brought a mental health professional with them and he stated that in the last two years they had not had a death in their jail; before incorporating the mental health wing they had at least 1 per year.

Commissioner Delvin said he didn't want this to be an expedited route for police to drop off people and he wanted the hospitals to work on this and also incorporate booking restrictions. He said it was not the responsibility of Benton County to take the lead, but the community as a whole needed to step up and take responsibility with what to do with the mental health population.

### **Switzler Reservoir Presentation**

Adam Fyall introduced Tom Tebb and Melissa Downs, Dept. of Ecology/Office of Columbia River, Klickitat County Commissioner Jim Sizemore, Dave McClure, Klickitat County Natural Resources Director, and Tim Flynn and Dan Howler from Aspect Consulting.

Mr. Fyall stated that Benton County and Klickitat County had been partners on the WRIA 31 planning, the next step was the SEPA stage and the partnership was looking to move into that next phase. The County was not being asked to contribute money for the next phase, but a commitment of staff time. He said the work fell within his position's existing scope but new and additional time would be needed by the Planning Department to facilitate the process.

Tom Tebb stated the mission of the Office of Columbia River was pursue more supply and they had done a good job but not a great job. He indicated this project had great potential with long term benefits to both Benton and Klickitat Counties. Commissioner Sizemore said that Klickitat County was committed to being a partner on this project.

Tim Flynn and Dan Howler, Aspect Consulting, gave a Powerpoint presentation and discussed the following:

- Switzler Reservoir Project was the preferred first component – storage alternative
- Project overview
- Water storage concept, mitigation for new water rights, pump from Columbia River when water was available, pump into surface reservoirs, divert Columbia River water
- Results of appraisal study fatal flaw
- Stakeholder outreach – survey
- Preliminary economic evaluation – cost/benefit

- Next Step - Environmental review – SEPA Scoping (Office of Columbia River has funding available to complete EIS)
- Ecology and County Roles – how to develop a financial plan

Commissioner Delvin asked Mr. Shuttleworth if this requirement for staff time fit within their schedule and Mr. Shuttleworth said yes, at this time they could commit to assisting.

The Board agreed to move forward. Mr. Fyall said a contract was currently being worked and was on its way.

### **Yakima Basin Integrated Plan**

Adam Fyall said this was a workshop to discuss how the YBIP affected the Lower Yakima Basin and more specifically the Bateman Island causeway breach proposal.

Tom Tebb, Dept. of Ecology said the Plan was to provide 70% water during drought years and other benefits during non-drought years.

Seth Defoe, Kennewick Irrigation District, gave the Powerpoint presentation and discussed the following:

- Basin Overview
- Water Resource Challenges
- Native Fisheries Challenges
- The Yakima Plan, 30 year strategy
- Seven Key Elements – Projects and Cooperation
- Funding and support for YBIP Legislation
- Bateman Island Causeway Project
  - Develop design alternatives that improve migratory conditions for salmon
  - Implement Causeway Project

There was a statement that the City of Richland was concerned with recreational access to the island and that it wanted to maintain access to the island and marina.

Mike Livingston, Dept. of Fish & Wildlife, said the improvement for fisheries was identified and they have had significant input from stakeholders. He stated the next step for options was to identify components and values for the community and constituents and they were looking for public engagement to make improvements for all users.

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

### **Noxious Weed Board Budget Discussion**

Victor Reeve gave the Board an update and said they continued to work under the assessment as it was implemented in 1996. He talked about their challenges as a state regulated board and the requirement to eradicate certain Class A weeds in Benton County. He said their philosophy was

to deal with people that actually had a problem. He talked about their new website and that he had only one field rep to deal with the entire county and he wanted to add another employee; he mostly had to stay in the office and deal with administrative duties. He said he wanted to have a public hearing regarding assessments to get some general input from the public and then come back with recommendations to the Board.

Dan Downs, Weed Board member, said the Weed Board was 100% opposite of what they were and it was now functioning as it should be. He said they had two reps with Vic in the office and Conrad as a field rep with a lot of ground to cover and felt they really needed another field rep to cover the entire county. He said the Board wanted to educate the public and it was their responsibility to identify, notify and work with landowners to eradicate weeds and as a last resort come in and spray and file for reimbursement from the landowner. He said they were interested in what the public had to say.

### **Assignment of Lease Agreement to Our Lady of Lourdes**

Kyle Sullivan requested the Board approve the assignment of the lease agreement for Crisis Response building to Lourdes Counseling Center. He said if they were to cancel the lease they would have to pay until April and would owe about \$40,000 for improvements. With the assignment to Lourdes the terms and conditions would remain the same and they would leave the furniture and pay for the leasehold improvements.

The Board agreed with moving forward. Mr. Sullivan said he would prepare it for the consent agenda the following week.

### **2017 One Year Road Program**

Matt Rasmussen presented for the Board's review the 2017 One-Year Road Program including expenditures of maintenance, administration, capital projects and equipment purchases and a summary of non-road related expenditures from the ER&R fund. He said final adoption of the program would occur immediately prior to adoption of the County's biennial budget and if the Board had any comments or concerns to let him know.

### **Partnerships - Discussion**

Commissioner Beaver expressed his concern about requests from entities for partnerships that were not budgeted for by the County. He said this situation came up quite often and he wanted it known that once the budget was passed they didn't have a bucket of money available; he said he wanted to make sure they were doing this correctly.

Commissioner Delvin said he understood his point, and the County was involved in a lot of partnerships, i.e. the Yakima Basin Integrated Plan economic study. He said if they wanted these projects done, they needed to do these studies to make sure they were good investments for the state. However, these partnerships were talked about and the Board needed to keep the other members informed.

Mr. Sparks indicated the challenge was making sure the County was getting something in return for these transactions to make them legal. Specifically, a request from the City of Kennewick could be changed where they could move their money and be more creative with their request.

### **Unscheduled Visitors**

Derek Shook thanked the Commissioners for discussing the medical marijuana issue with him and that he was pleased they were looking at it and moving forward.

Commissioner Delvin said he would meet with the Liquor Control Board and Mike Shuttleworth so he could understand the whole process.

Janice Fulk, Benton County Aging & Long Term Care Advisory Member, said she wanted to know what they could do to bring Benton County onto the new Council of Governments Board so that Benton County had representation.

### **Other Business**

#### **Union Negotiations**

Commissioner Delvin commented about Lincoln County opening up union negotiations to the public and said that maybe Benton County should do that although he didn't know how it might affect negotiations. Mr. Sparks said it would not bother him since the County did not ask for a lot of contract changes, and it would be enlightening for the public to see what the unions were asking for. However, if the Board was serious he wanted to ask DPA Steve Hallstrom about his opinion on the matter.

Commissioner Beaver commented that showing the public that part of what happened at the County might be a good idea.

#### **Economic Analysis – Yakima Basin Water**

Commissioner Delvin said they selected a person to hire to complete the economic analysis and he would be bringing the contract to the Board for its review and approval. Mr. Brown said they would need to review the contract and determine how this could legally be done.

#### **Aging & Long Term Care**

Commissioner Delvin stated the new Council of Government for Aging & Long Term Care passed their state audit. Additionally, he attended one meeting so he asked if the Board wanted to join and if it did, someone would need to commit to sitting on that Board; he said he would commit to doing it for a few years.

Chairman Small said the dynamics of the Board had changed and he didn't have any issues with it since the liability and claims issues were addressed and it seemed to be a good operation.

Commissioner Beaver said it was his opinion that Yakima County was trying to push its financial commitments away from their county and he did not feel this change had anything to do with long term care but a shifting of costs. He did not see the extra benefit for Benton County because Benton County was still receiving the benefits even though they were not on the council of governments.

The Board agreed to watch it for 12 months to see what happened and review it again at that time.

### Flip Flop Friday

The Board commented on the successful Justice Center Flip Flop Friday and suggested the Commissioners invite other elected officials to participate with cooking, serving, etc. next year and relieve staff from that responsibility.

### Vouchers

Check Date: 09/09/2016  
Procurement Cards #: 0916  
Total all funds: \$252,858.49

Check Date: 09/12/2016  
Warrant #: 239971  
Total all funds: \$1,936.52

Check Date: 09/15/2016

Payroll Draw Checks  
Warrant #: 239972-239976  
Direct Deposit #: 117584-117766  
Total all funds: \$111,162.56

Payroll Deductions Transfers  
Taxes #: 101160915  
Total all funds: \$36,528.36

Check Date: 09/16/2016

Warrant #: 145252-145490  
Total all funds: \$6,182.60

Transfers #: 09161601-09161611  
Total all funds: \$230,987.59

Warrant #: 145491-145641  
Total all funds: \$1,257,707.99

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

**Resolutions**

- 2016-701: Line Item Transfer, Fund No. 0000-101, Dept. 109
- 2016-702: Payment Authorization to ABC Fire Control, Inc. for Inspection Services
- 2016-703: Notice of Lowest Bidder for WSU Tenant Improvement Project to Booth & Sons Construction
- 2016-704: Contract w/Kone, Inc. for Elevator Maintenance
- 2016-705: Line Item Transfer, Fund No. 0305-101, Dept. 000
- 2016-706: Contract Termination w/ABM Janitorial Services for Crisis Response
- 2016-707: Contract Termination w/Netsmart Technologies
- 2016-708: Copier Contract w/Pacific Office Automation Inc.
- 2016-709: Agreement w/Community Action Committee for Ten-Year Homeless Housing Plan
- 2016-710: Line Item Transfer, Fund No. 0502-101, Dept. 000
- 2016-711: Truancy Contract w/Finley School District
- 2016-712: Truancy Contract w/Prosser School District
- 2016-713: Line Item Transfer, Fund No. 0115-101, Dept. 173
- 2016-714: Grievance Arbitration Settlement Agreement and Release
- 2016-715: Agreement w/CI Information Management for Document Imaging Services
- 2016-716: Line Item Transfer, Fund No. 0000-101, Dept. 117
- 2016-717: Purchase of Radio Equipment from dbSpectra
- 2016-718: Transfer of Permits for the Matheson Pit
- 2016-719: Purchase of Radio Equipment from Telewave, Inc.
- 2016-720: On-Site Cummins Engine & Control Systems Training w/ Cummins Northwest
- 2016-721: Payment to Valley Marine for Sheriff Department's Boat Engine Computer Repair
- 2016-722: Contract to D & D Tri-Rivers Excavating, Inc for Hanks Road Drainage Project
- 2016-723: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 2016-724: Line Item Transfer, Fund No. 0000-101, Dept. 121
- 2016-725: Line Item Transfer, Fund. No. 0000-101, Dept. 125
- 2016-726: Contract w/Jiffy Car Wash, Inc. for Washing & Cleaning Vehicles
- 2016-727: Contract w/Signs & Wonders, Inc. for Custom Vehicle Decals & Signs
- 2016-728: Amended Contract #1 w/Chong Bak Dry Cleaning & Laundry Services
- 2016-729: Contract w/Psychological Consultants, Inc. for Psychological Evaluations
- 2016-730: Contract w/Watch System LLC for Management of Location of Sex Offenders
- 2016-731: Contract w/Career Path Services for Adult Services
- 2016-732: Contract w/Career Path Services for Youth Services
- 2016-733: Contract w/Career Path Services for Dislocated Worker Services for 2015/2016
- 2016-734: Contract w/Career Path Services for Dislocated Worker Services for 2016

There being no further business before the Board, the meeting adjourned at approximately 11:10 a.m.

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Clerk of the Board

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Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/20/16	Execute Contract _____	Consent Agenda XXX
Subject: Canvassing Board	Pass Resolution _____	Public Hearing
Appt	Pass Ordinance _____	1st Discussion
Prepared by: Marilu Flores	Pass Motion _____	2nd Discussion
Reviewed by:	Other _____	Other

### **BACKGROUND INFORMATION**

The Elections Dept will be having a General Election on November 8, 2016, and a Commissioner (typically the Chairman) is appointed to serve on the Canvassing Board who will meet to canvass the General Election. Chairman Small is available to serve the timeframe September 21, 2016 through November 29, 2016.

### **SUMMARY**

Chairman Small has agreed to serve on the Canvassing Board for the General Election.

### **RECOMMENDATION**

Appoint Chairman Shon Small to the Elections Department Canvassing Board to canvass the General Election results.

### **FISCAL IMPACT**

na

### **MOTION**

na - on consent agenda

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



## CANVASSING BOARD APPOINTMENT

I, Shon Small, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the General Election to be held on November 8, 2016. I will serve for the timeframe September 21, 2016 through November 29, 2016.

DATED this \_\_\_\_ day of September, 2016.

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Shon Small, Chair  
Board of County Commissioners

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CAPITAL PROJECTS FUND FUND NUMBER 0305-101, DEPARTMENT NUMBER  
000

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File,

Prepared by:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	\$120,000	594.120	6401	Capital Outlay	\$60,000
				594.150	6401	Capital Outlay	\$60,000
<b>TOTAL</b>			<b>\$120,000</b>	<b>TOTAL</b>			<b>\$120,000</b>

**Explanation:**

Transfer needed to pay for the compact file storage system at the Health Department Building for the Clerk and PA Offices that was approved on resolution 2016-602. The Auditor's Office recommended that it should be paid using a 50-50 split between 0305101...594.120.6401 and 0305101...594.150.6401.

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>9/20/2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Mental Health Jail Addition</u>	Pass Resolution <u>  X  </u>	Public Hearing _____
Prepared by: <u>Larry Hueter</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Fred Bowen</u>	Pass Motion _____	2nd Discussion _____
	Other <u>  None  </u>	Other _____

**BACKGROUND INFORMATION**

On September 13, 2016 the County Commissioners approved funding for a constructability study on the Mental Health Jail Addition. Roen Associates of Spokane Washington has agreed to conduct this review for the amount of \$26,509.00

**SUMMARY**

The County Administrator on behalf of Benton County requested that a Constructability Review would be conducted upon the Plans and Specifications developed by Integrus Architecture to assure that the project could be constructed as planned. It was determined that Roen Associates was best suited to conduct and report to Benton County their findings as to the completeness of the plans.

**RECOMMENDATION**

Motion to approve contracting with Roen Associates for a Constructability Review of the documents to build a Mental Health Jail Addition to the current Benton County Jail.

**FISCAL IMPACT**

\$26,509.00 plus a (12%) twelve percent monetary increase for miscellaneous expenses and additional services for an amount not to exceed \$29,690.00.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ROEN ASSOCIATES, INC., SPOKANE, WASHINGTON FOR THE CONSTRUCTABILITY REVIEW OF THE BENTON COUNTY JAIL ADDITION**

**WHEREAS**, the plans and specifications for the Benton County Jail Addition need to be reviewed; and

**WHEREAS**, Roen Associates, Inc., Spokane, Washington, has experience in plan review and would be able to provide the services needed; and

**WHEREAS**, a Professional Services Contract has been prepared with Roen Associates, Inc. for constructability review services; and

**WHEREAS**, said contract has been reviewed and approved by the Departmental Deputy Prosecuting Attorney and signed by Roen Associates, Inc.; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby approves the Professional Services Contract for the Constructability Review of the Benton County Jail Addition with Roen Associates, Inc. for a total amount not to exceed \$29,690.00; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the Professional Services Contract; and

**BE IT FURTHER RESOLVED** the term of the Professional Services Contract commences on the date last signed and expires upon the completion of the final report by Roen Associates, Inc.

Dated this 20th day of September, 2016.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of  
County Commissioners of Benton  
County, Washington

**BENTON COUNTY  
PROFESSIONAL SERVICES CONTRACT  
ROEN ASSOCIATES, INC.  
CONSTRUCTABILITY REVIEW - BENTON COUNTY JAIL ADDITION**

**TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **ROEN ASSOCIATES, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 1526-1/2 W. Riverside Avenue, Spokane, WA 99201 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions;
- b. Exhibit A - Scope of Work; and
- c. Exhibit B - Fees.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on the last date signed and shall expire on the date the final report is submitted by CONTRACTOR to COUNTY, or by November 1, 2016, whichever occurs earlier.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:  
Roger Roen  
1526 - 1/2 W. Riverside Avenue  
Spokane, WA 99201  
Phone: (509) 838-8688  
Email: rogerr@roenassociates.com
- b. For COUNTY:  
Larry Hueter  
P. O. Box 190  
Prosser, WA 99350  
Phone: (509) 222-0159  
Email: larry.hueter@co.benton.wa.us

5. **COMPENSATION**

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit B, "Fees", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$26,509.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the

satisfaction of the COUNTY.

- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

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

**7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the

concurrent negligence of the CONTRACTOR, or its subcontractors, employees, or agents, and the COUNTY, or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

**8. INSURANCE**

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is

canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any

other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- e. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
  2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
  3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

**f. Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports.

Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected or appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to

COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

**15. NONDISCRIMINATION**

The CONTRACTOR and any of its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job, using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

**18. DISPUTES**

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

**25. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

**26. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

**27. PUBLIC RECORDS ACT**

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

- This section left blank intentionally -

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

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

Dated: 9/20/2016

FOR: BENTON COUNTY

FOR: ROEN ASSOCIATES, INC.

\_\_\_\_\_  
Chairman

Roger Roen  
Signature

\_\_\_\_\_  
Member

PRESIDENT  
Title:

\_\_\_\_\_  
Member

ROGER ROEN  
PRINTED NAME

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

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

Approved as to Form

[Signature]  
Civil Deputy Prosecuting Attorney

**EXHIBIT A  
SCOPE OF WORK**

**BENTON COUNTY MENTAL HEALTH JAIL ADDITION**

Pursuant to the Professional Services Contract entered into between Benton County and Roen Associates, Inc. ("Contractor"), Contractor shall perform the following services:

Conduct a Constructability Review of the bidding and construction documents for the Benton County Mental Health Jail Addition, a project which will add approximately 7,140 square feet to the existing Benton County Jail located at 7122 W. Okanogan Place, Kennewick, Washington 99336. In conducting the Constructability Review, Contractor's review shall include, but not be limited to, the following:

1. Ensuring that the Architectural Plans for the project are consistent in dimensioning, room sizes, elevations, bubbled note, detail references, details, and schedules so that all aspects of the plans are compatible in cross checks.
2. Ensuring that Architectural, Structural, Mechanical and Electrical coordinate with one another.
3. Ensuring Architectural, Structural, Mechanical and Electrical coordinate in their details, elevations, notes, and schedules.
4. Reviewing Civil Drawings to make certain the proposed structure fits properly with existing or planned adjacent structures, pedestrian travel, and vehicle parking.
5. Ensuring that newly developed infrastructure properly marries into existing infrastructure.
6. Drafting a final report that includes recommendations, criticisms, and solutions of the project, and positive references to the completeness of the documents.

EXHIBIT B  
FEES



Value Engineering Study Fees - Revised 8-27-2016  
Benton County Jail Expansion

MAJOR ACTIVITIES		PERSONNEL INVOLVEMENT							
		Roger Roen Team Leader	Tom Theisen* Architect	*Matt Wiggins Construction Manager	Tristan Burton Structural Engineer	Wade Botting Mechanical Review	Jerrod Gummer Electrical Review	Dave Mendez Civil Engineer	Jeff Weaver Cost Estimator
Project Handoff in Spokane		2	2		2				
Group Study in Spokane		6	6		6				
Review		24	24	24	16	24	24	8	
Draft Presentation		4			4			4	
Compile Report				32					
Deliver Final Report				3					
Total Hours		36	32	59	28	24	24	12	0
Hourly Rate		\$125	\$110	\$125	\$125	\$110	\$110	\$125	\$125
Reimbursables		\$4,500	\$3,520	\$7,375	\$3,500	\$2,640	\$2,640	\$1,500	\$0
Printing			(Allow)	\$ 50.00					
Travel	Airline Tickets, (1 ea)	1 round trip	\$300.00	\$ 300.00					
Travel		0 miles	\$0.50	\$ -					
Meals	(1 person)	4 days	\$46.00	\$ 184.00					
Lodging	(1 person)	3 nights	\$ 100.00	\$ 300.00					
Miscellaneous		5 %	(Allow)	\$ 41.70					
Total Reimbursables				\$ 834.00					
<b>Total Estimated Fee, Phase 1</b>		<b>\$26,509</b>							

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <b>Next Available</b>	<b>Execute Agreement</b> <u>  X  </u>	<b>Consent Agenda</b> <u>  X  </u>
	<b>Pass Resolution</b> <u>  X  </u>	<b>Public Hearing</b> <u>      </u>
<b>Subject:</b>	<b>Pass Ordinance</b> <u>      </u>	<b>1st Discussion</b> <u>      </u>
<u>Personal Services Contract with Pacific Office Automation Inc. &amp; Human Services</u>	<b>Pass Motion</b> <u>      </u>	<b>2nd Discussion</b> <u>      </u>
<b>Prepared by:</b>	<b>Other</b> <u>      </u>	<b>Other</b> <u>      </u>
Deena Horton Admin Assistant-DHS		
<b>Reviewed by:</b>		
Kyle Sullivan, Administrator-DHS		

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services currently contracts with Pacific Office Automation Inc. for the lease of office equipment including a multifunction copier/printer.

Benton and Franklin Counties Department of Human Services would like to re-contract with Pacific Office Automation for the lease of office equipment including a Canon IR Advanced 6055 multi-function copier/printer. The maximum total amount of compensation payable to the contractor under the term of the contract will be \$18,225.25.

**COORDINATION**

Michael Murdock, BCPA  
 Kyle Sullivan, DHS

**SUMMARY**

**Award:** \$18,225.25  
**Period:** October 1, 2016 – October 1, 2021  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

- Sign the Resolution to accept the Personal Services Contract
- Approve the Personal Services Contract by signing all the copies where indicated

**FISCAL IMPACT**

**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 Personal Services Contract with Pacific Office Automation Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. 2016 349

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

**IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND PACIFIC OFFICE AUTOMATION, INC.**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Pacific Office Automation, Inc. for the lease of office equipment, including a Canon IR Advanced C7065 multi-function copier/printer and a Canon IR Advanced 6055 multi-function copier/printer, including all supplies and consumables; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Pacific Office for the lease of office equipment, including a Canon IR Advanced C7270 multifunction copier/printer/fax; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Personal Service Contract; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Personal Service Contract with Pacific Office Automation Inc. beginning October 1, 2016 through October 1, 2021, the maximum total amount of compensation payable to Pacific Office Automation under the term of the Contract is \$18,225.25.

**BE IT FURTHER RESOLVED**, the term of the attached First Amendment Commences on October 1, 2016 and shall expire on October 1, 2021.

Dated this . . . . day of . . . . ., 2016

Dated this 14 day of September, 2016

**ABSENT**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

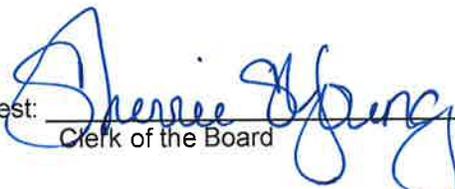
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

  
\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of **Franklin County**, WA

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

Attest:   
Clerk of the Board

**LEASE AGREEMENT  
Benton County, Washington  
And  
Franklin County, Washington**

COUNTY RESOLUTION  
No. \_\_\_\_\_  
No. ~~2016~~ **349**

This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Pacific Office Automation, Inc.  
VENDOR CODE: (Fed. Tax ID) 93-0665413  
VENDOR CONTACT: James Freeman  
VENDOR CONTACT PHONE: (509) 735-0502  
VENDOR PRINCIPAL PLACE OF BUSINESS:  
7913 W. Grandridge Blvd., Kennewick, WA 99336

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

SHIP TO:  
Benton and Franklin Counties  
Department of Human Services  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336

BILL TO:  
Benton and Franklin Counties  
Department of Human Services  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336

P.O. DATE:

Delivery Date:

Line	Model	Description	Months	Unit Price	Total Price
	5774B009AA	Canon IR ADVANCED C7270 (B/W @ .007 Color @.047)	60	\$224.91	\$13,494.60
	5789B001AA	Staple Finisher – L1	60	\$35.35	\$2,121.00
	3705B002AA	Hole Punch – A1	60	\$10.02	\$601.20
	3732B002AA	Fax Board – AD2	60	\$9.42	\$565.20

SUB TOTAL = \$16,782.00  
% SALES TAX = 8.6%  
TOTAL ORDER = \$18,225.25

The term of this Agreement shall be for 60 months:  
Beg: 10/1/2016 through: 10/1/2021

This Lease Agreement incorporates by reference all terms and conditions of Washington Contract No. 05214, the National Association of State Procurement Officers (NASPO) ValuePoint contract for copiers, printers, and related devices (attached hereto as Exhibit A), and the Special Promotional Pricing for Canon IR ADVANCED C7270 (attached hereto as Exhibit B).

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

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact:  
Kyle Sullivan

Title:  
Administrator

Address:  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336

Phone: (509) 783-5284  
Fax: (509) 783-5981

In case of conflict, the order of precedence is:  
1. Washington Contract No. 05214 (NASPO ValuePoint Copiers, Printers, and Related Devices).  
2. This Lease Agreement.

**FOR THE CONTRACTOR:**  
**James Freeman, Pacific Office Automation, Inc.**

James Freeman  
Signature  
James Freeman  
Name  
Branch Manager  
Title

**FOR BENTON COUNTY:**

\_\_\_\_\_  
Chairman, Date

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

**FOR FRANKLIN COUNTY:**

[Signature]  
Chairman, Date 9-14-2016

[Signature]  
Attest: Clerk of the Board

**APPROVED AS TO CONTENT:**

[Signature]  
Department of Human Services

**APPROVED AS TO FORM:**

[Signature]  
Benton County Deputy Prosecuting Attorney, Civil



**Contract number 05214 – NASPO Copiers, Printer & Related Devices**

Led by Nevada, NASPO ValuePoint formerly WSCA-NASPO Master Agreement #3091

**Date Issued:** August 1, 2016

**Effective Date:** August 1, 2016

**Contractors Names:** Canon USA, Inc.  
 Hewlett Packard  
 Konica Minolta Business Solutions USA, Inc.  
 Ricoh USA, Inc.  
 Sharp Electronics Corporation  
 Xerox Corporation  
 Toshiba

Maximum Term Date:	December 31, 2019
Contract Manager:	Breann Aggers
Email:	<a href="mailto:breann.aggers@des.wa.gov">breann.aggers@des.wa.gov</a>
Phone:	(360) 407-9416
<b>Purpose:</b>	<b>1 August: Update Canon USA Inc. contact information.</b>

The NASPO Copiers, Printers and Related Devices contract was awarded by "Group". Groups are described below:

GROUP	DESCRIPTION
A	<b>Convenience Copiers</b> - A machine that makes exact paper copies of printed or graphic materials in black and white only.
B	<b>Production Copiers</b> - A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.
C	<b>Wide Format</b> - A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.
D	<b>Printers</b> - Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
E	<b>Digital Duplicators</b> - High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.
F	<b>Scanners</b> - A device used to convert paper documents into digital images

Awarded Vendor	Group	NASPO Master Agreement/ Pricing Link, Contractor's logo hyperlinks to the NASPO Pricing	WA Participating Addendum's	Resellers
<b>Canon USA, Inc.</b> <b>Dave Rothauer</b> (631) 330-5443 <a href="mailto:isgbidadmin@usa.canon.com">isgbidadmin@usa.canon.com</a>	A, B, C, D, F		<u>CANON PA</u>	<u>CANON RESELLERS</u>
<b>Hewlett Packard</b> <b>Debra Lee</b> (847) 537-0344 <a href="mailto:debra.lee@hp.com">debra.lee@hp.com</a>	D		<u>HP PA</u>	<u>HP RESELLERS</u>
<b>Konica Minolta Business Solutions USA, Inc.</b> <b>Kristen McKenna</b> (813) 207-8276 <a href="mailto:kmckenna@kmb.s.konicaminolta.us">kmckenna@kmb.s.konicaminolta.us</a>	A, B, D	 KONICA MINOLTA	<u>KONICA MINOLTA PA</u>	<u>KONICA MINOLTA RESELLERS</u>
<b>Ricoh USA, Inc.</b> <b>Todd Marron</b> (503) 747-6653 <a href="mailto:todd.marron@ricoh-usa.com">todd.marron@ricoh-usa.com</a>	A, B, C, D, E		<u>RICOH PA</u>	<u>RICOH RESELLERS</u>
<b>Sharp Electronics Corporation</b> <b>Craig Pulver</b> (201) 529-8200 <a href="mailto:pulverc@sharpsec.com">pulverc@sharpsec.com</a>	A, B		<u>SHARP PA</u>	<u>SHARP RESELLERS</u>
<b>Xerox Corporation</b> <b>Annie Van Gilder</b> (480) 588-8313 <a href="mailto:annie.vangilder@xerox.com">annie.vangilder@xerox.com</a>	A, B, D		<u>XEROX PA</u>	<u>XEROX RESELLERS</u>
<b>Toshiba</b> <b>Christina Fisher</b> (949) 462-6325 <a href="mailto:Christina.fisher@tbs.toshiba.com">Christina.fisher@tbs.toshiba.com</a>	A		<u>TOSHIBA PA</u>	<u>TOSHIBA RESELLERS</u>

**Basic Contract information is below. Each Vendor may have specific requirements that are different based on their Agreement with NASPO and Washington's Participating Addendum. For Vendor specific information please see the documents on page 2 and 3 of this Current Contract Information (CCI).**

## **1 DEALERS/DISTRIBUTORS**

All equipment, accessories and software provided under this Contract may be installed, serviced and billed through each Manufacturer's local dealers or directly from the Manufacturer. A complete list of Authorized Dealers by Manufacturer is listed in Appendix A. Contractor shall provide the Contract Administrator for the Participating State a list of all such local dealers, including the following dealer information:

- Company Name
- Company Address
- Company Phone Number
- Primary Contact Name, email address, phone number
- Alternate Contact Name, email address, phone number

## **2 PURCHASING OPTIONS**

Any equipment acquired under this contract must follow the Office of Financial Management (OFM) Statewide Administrative & Accounting Manual (SAAM) policy 30.20.

Contractor shall offer only the following financial vehicles, as defined in the NASPO ValuePoint RFP 3091 and modified immediately below:

- 2.1 Cancelable Rental - A cancelable rental shall meet the financial requirements of an Operation Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term with or without penalty.
- 2.2 Capital Lease  
A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria:
  - The lease term is greater than 75% of the property's estimated economic life.
  - The lease contains an option to purchase the property for less than fair market value.
  - Ownership of the property is transferred to the Customer at the end of the lease term.
  - The present value of the lease payment exceeds 90% of the fair market value of the property.
  - Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
- 2.3 Fair Market Value Lease - The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
- 2.4 Non-Cancelable Rental - The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer.

The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.

2.5 Operational Lease - Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.

2.6 Short Term Rental - A Short Term Rental shall:

- Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term.
- Not exceed a total term of 18 months for Used or Refurbished devices.

### 3 PAYMENT TO THE CONTRACTOR

Contractors are required to be registered in the Washington Statewide Vendor Payee system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/statewideVendors.aspx> and submit your form as instructed.

### 4 OVERPAYMENT TO THE CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within 30 days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

#### 4.1 ADVANCED PAYMENT PROHIBITED

No advance payment shall be made for goods or services furnished by Contractor pursuant to this Contract.

### 5 Equipment End of Life/Term

*Hard Drive* – All Manufacturers do not handle the removal of the hard at the equipment's end of life in the same manner. For specifics regarding each Manufacturer's process and any costs associated with the removal/destruction of the hard drive, see their NASPO ValuePoint Master Agreement.

*Equipment Removal* – All Manufacturers do not handle the removal of equipment at the end of term in the same manner. For specifics regarding each Manufacturer's process and any costs associated with the removal of equipment at the end of term/life, see their NASPO ValuePoint Master Agreement.

*Purchasing "Used" Equipment* – For information regarding the purchase of used equipment at the end of the equipment's life, see the following link: <http://www.tre.wa.gov/government/leasePurchaseProgram.shtml>.

### 6 DEDICATED CONTRACT WEBSITE

Contractor shall maintain an internet website dedicated to the Participating State. In addition to the items listed in the NASPO ValuePoint Master Agreement, the dedicated website shall include:

Identification of the NASPO ValuePoint Master Agreement and Participating State's Participatory Addendum by title and number,

Name and contact information for the Participatory State's Contract Administrator,

Contractor contact information, Contractor's single point of contact for contract administration, orders for product and service, and problem resolution, and On-line order processing.

## 7 ENVIRONMENTAL REQUIREMENTS

No equipment shall contain polybrominated biphenyls (PBB) or diphenyl ethers (PBDE) fire retardants or other identified persistent bioaccumulative toxic substances (PBT's), or rely on PBT's in their operation or maintenance. All equipment shall must meet US EPA Energy Star Program (Tier II for standard size and Tier III for large format compliant) requirements or otherwise be compliant with program requirements

## 8 TAXES, LICENSES, AND FEES

### 8.1 TAXES

Where required by statute or regulation, the Contractor shall pay for and maintain in current status, all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for Federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

### 8.2 COLLECTION of RETAIL SALES and USE TAX

In general, Contractors engaged in retail sales activities within the Participating State are required to collect and remit sales tax to the Washington State Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to the DOR if the activity carried on by the seller in the Participating State is significantly associated with Contractor's ability to establish or maintain a market for its products in the Participating State. Examples of such activity include where the Contractor either directly, or by an agent or other representative:

- o Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business; or
- o Maintains an in-state inventory or stock of goods for sale; or
- o Regularly solicits orders from Purchasers located within the Participating State via sales representatives entering the Participating State; or
- o Sends other staff into the Participating State (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
- o Other factors identified in WAC 458-20

#### Department of Revenue (DOR) Registration for Out-of-State Contractors

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the DOR. Refer to WAC 458-20-193 and call the DOR at (800) 647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the Participating State are responsible for paying this tax, if applicable, directly to the DOR.

### 8.3 Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of the resulting Contract.

### 8.4 Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

## 9 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator of the Participating State.

## 10 PROTECTION of PURCHASER's CONFIDENTIAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public

or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Review of Contractor's Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

## **11 AUDIT**

The State reserves the right to audit, or have a designate third party audit, all records of Contractor or its Subcontractors relating to Contractor's or Subcontractor's performance under this Contract, to ensure appropriate contract activity, to verify that the State has been properly invoices, or to comply with any other contract requirements.

Any remedies available under this Contract or allowed by law to recover monies determined owed will be enforced, including the full cost of any third-party audits, should any breach occur. Repetitive instances of incorrect invoicing or any instance of any non-authorized contract activity may be considered material breach and cause for contract suspension and/or termination.

## **12 NON-ENDORSEMENT and PUBLICITY**

Neither the Participating State nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Participating State or any of its Purchasers in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent from the Contract Administrator of the Participating State.

## **13 GOVERNING LAW/VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the Participating State, and the venue of any action brought hereunder shall be in the County of Thurston, State of Washington.

## **14 INDEPENDENT STATUS of CONTRACTOR**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship will be created by this Contract. The employees or agents of one party shall not be

deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

**PAYMENT/ORDERING INFORMATION PENDING**

<b>CANON USA, INC</b>	
<b>CANON SOLUTIONS AMERICA</b> For Customers NOT located in Alaska, Arizona, California & Nevada:	<b>Remit Payment To Address:</b> Canon Solutions America, Inc. 15004 Collections Center Drive Chicago, IL 60693 <b>Remit Payment To Address OVERNIGHT MAIL ONLY:</b> Bank of America Lockbox Services Canon Solutions America, Inc. Lockbox 15004 15004 Collections Center Drive Chicago, IL 60693
<b>Pacific Office Automation</b>	<b>Remit Payment To Address:</b> Pacific Office Automation 14747 NW Greenbrier Pkwy Beaverton, OR 97006
<b>United Business Machines</b>	<b>Remit Payment To Address:</b> United Business Machines 11050 118th Place NE Kirkland, WA. 98033
<b>Copiers Northwest</b>	<b>Remit Payment To Address:</b> Copiers Northwest, Inc. 601 Dexter Ave N Seattle, WA 98109
<b>Preferred Copier Systems</b>	<b>Remit Payment To Address:</b> Preferred Copier Systems, Inc. 7691 South 180th Kent, WA 98032
<b>Electronic Business Machines</b>	<b>Remit Payment To Address:</b> Electronic Business Machines 802 134th St. SW #170 Everett, WA 98204
<b>H&amp;H Business Systems Inc.</b>	<b>Remit Payment To Address:</b> H&H Business Systems Inc. PO BOX 1150 Post Falls, ID 83877
<b>Excel Business Systems</b>	<b>Remit Payment To Address:</b> 1340 Lumsden Rd, Suite Rd Port Orchard, WA 98367
<b>Lathem Enterprises</b>	<b>Remit Payment To Address:</b> 251 SW 3rd, Suite A, Pendleton, OR 97801

<b>HEWLETT PACKARD</b>	
<b>Hewlett Packard Corporation</b>	<b>Remit Payment To Address:</b>
<b>Hewlett Packard Corporation</b>	<b>Remit Payment To Address OVERNIGHT MAIL ONLY:</b>

KONICA MINOLTA BUSINESS SOLUTIONS	
<b>Remit Payment To Address:</b> Konica Minolta Business Solutions U.S.A., Inc. Dept 2366 P.O. Box 122366 Dallas, TX 75312-2366	

RICOH USA CORPORATION	
<b>Remit Payment To Address:</b> Ricoh USA Corporation PO Box 4245 Carol Stream, IL 60197-4245	

SHARP ELECTRONICS CORPORATION	
<b>Purchase/Service Orders sent to:</b> Sharp Electronics Corporation c/o Local Dealer Sharp Plaza, Box 650 Mahwah NJ 07420	<b>Remit Payment To Address:</b> Sharp Electronics Corporation Sharp Plaza, Box 650 Mahwah NJ 07420
<b>Rental/Lease Orders sent to:</b> Sharp Electronics Corporation c/o Local Dealer Sharp Plaza, Box 650 Mahwah NJ 07420	<b>Remit Payment To Address:</b> Sharp Electronics Corporation PO Box 642333 Pittsburgh PA 15264-2333

XEROX CORPORATION	
<b>Xerox Corporation</b>	<b>Remit Payment To Address:</b> POB 650361 Dallas TX 75265-0361 Ref: NASPO 1715
<b>Xerox Corporation</b>	<b>Remit Payment To Address OVERNIGHT MAIL ONLY:</b> POB 650361 PNC Bank 1200 E. Campbell, Suite 108 Richardson TX 75081
<b>Toshiba</b>	<b>Remit Payment To Address:</b>

The Department of Enterprises Services (DES) is committed to providing the maximum practicable opportunity for participation by diverse businesses. Diverse businesses are defined as in WEBS: small business, microbusiness, minibusiness, OMWBE certified minority owned business (MBE), and women owned business (WBE) and DVA certified veteran-owned business.

As of the revision May 31, 2016, WA state certifications have been identified in the Diverse Status row for each manufacture as certified.

**MANUFACTURES AUTHORIZED DEALERS**

**CANON AUTHORIZED DEALER NETWORK**

<b>Dealer:</b>	<b>Astoria Business Equipment</b>	<b>Canon Solutions America</b>	<b>Pacific Office Automation</b>
<b>Diverse Status:</b>			
<b>Address:</b>	1332 Commercial St. Astoria, OR 97103	9401 SW Nimbus Beaverton, OR 97008	14747 NW Greenbrier Parkway Beaverton, OR 97006
<b>Contact:</b>	Roy Latham	Tony Logue	Jeff Simon
<b>Phone:</b>	(503) 325-6152	(503) 277-1134	(503) 641-3301
<b>Fax:</b>	(503) 325-2975		
<b>E-mail:</b>	<a href="mailto:royl@abeco.net">royl@abeco.net</a>	<a href="mailto:alogue@csa.canon.com">alogue@csa.canon.com</a>	<a href="mailto:Jeff.simon@pacificoffice.com">Jeff.simon@pacificoffice.com</a>
<b>Dealer:</b>	<b>Electronic Business Machines</b>	<b>Pacific Office Automation</b>	<b>Copiers NW -Tacoma</b>
<b>Diverse Status:</b>			
<b>Address:</b>	802 134th St. SW, Suite 170 Everett, WA 98204	1010 SE Everett Mall Way #205, Everett, WA 98204	5007 Pacific HWY E Unit #23 Fife, WA 98424
<b>Contact:</b>	Dave Schlosser	Todd Larson	Ron Rupright
<b>Phone:</b>	(425) 347-2244	(425) 290-7220	(253) 926-3003
<b>Fax:</b>	(425) 743-3117	(425) 290-7579	(253) 926-3113
<b>E-mail:</b>	<a href="mailto:dschlosser@ebmco.com">dschlosser@ebmco.com</a>	<a href="mailto:Todd.larson@pacificoffice.com">Todd.larson@pacificoffice.com</a>	<a href="mailto:rrupright@copiersnw.com">rrupright@copiersnw.com</a>
<b>Dealer:</b>	<b>UBM – Tacoma</b>	<b>Canon Solutions America</b>	<b>Pacific Office Automation</b>
<b>Diverse Status:</b>			
<b>Address:</b>	3202 20 <sup>th</sup> St E Fife, WA 98424	8601 W Clearwater, Ste B Kennewick, WA 99336	7913 W. Grandridge Blvd Kennewick, WA 99336
<b>Contact:</b>			
<b>Phone:</b>			
<b>Fax:</b>			
<b>E-mail:</b>			

<b>Dealer:</b>	<b>Copiers NW – Tri-Cities</b>	<b>Preferred Copier Systems-Tacoma</b>	<b>UBM – Kirkland</b>
<b>Diverse Status:</b>		<b>SMALL BUSINESS</b>	
<b>Address:</b>	7103 W Clearwater Ave, Ste G Kennewick, WA 99336	7691 S. 180th St. Kent, WA 98032	11050 118th Place NE Kirkland, WA 98033
<b>Contact:</b>	Paul Kinkead	Jonathan Smith	Todd Gregg
<b>Phone:</b>	(509) 735-9795	(253) 867-1674	(800) 544-4120
<b>Fax:</b>	(509) 735-9798	(425) 251-1696	(425) 827-2672
<b>E-mail:</b>	<a href="mailto:pkinkead@copiersnw.com">pkinkead@copiersnw.com</a>	<a href="mailto:j.smith@preferredcopier.com">j.smith@preferredcopier.com</a>	<a href="mailto:tgregg@ubmofwa.com">tgregg@ubmofwa.com</a>
<b>Dealer:</b>	<b>Copiers NW - Olympia</b>	<b>UBM - Olympia</b>	<b>Pacific Office Equipment</b>
<b>Diverse Status:</b>			<b>SMALL BUSINESS</b>
<b>Address:</b>	4106 Pacific Avenue SE Lacey, WA 98503	3773 Martin Way East #103 Olympia, WA 98506	314 East 8 <sup>th</sup> Street Port Angeles, WA 98362
<b>Contact:</b>	Ron Rupright	Todd Greg	Dawn Roberts
<b>Phone:</b>	(360) 438-1107	(800) 544-4120	(360) 417-3600
<b>Fax:</b>	(360) 438-1227	(360) 438-8317	(360) 417-3626
<b>E-mail:</b>	<a href="mailto:rrupright@copiersnw.com">rrupright@copiersnw.com</a>	<a href="mailto:Tgregg@ubmofwa.com">Tgregg@ubmofwa.com</a>	<a href="mailto:service@poe.com">service@poe.com</a>
<b>Dealer:</b>	<b>Excel Business Systems Inc.</b>	<b>Copiers NW - Seattle</b>	<b>Pacific Office Automation</b>
<b>Diverse Status:</b>			
<b>Address:</b>	1340 Lumsden Rd, Suite 110 Port Orchard, WA 98367	601 Dexter Avenue North Seattle, WA 98109	1064 4th Ave S Seattle, WA 98134
<b>Contact:</b>	Mark Trenary	Brad Mofield	Jeff Hanson
<b>Phone:</b>	(253) 473-9663	(206) 282-1200	(206) 575-9710
<b>Fax:</b>	(360) 443-2228	(206) 282-2010	(206) 575-9714
<b>E-mail:</b>	<a href="mailto:mtrenary@ebs-nw.com">mtrenary@ebs-nw.com</a>	<a href="mailto:bmofield@copiersnw.com">bmofield@copiersnw.com</a>	<a href="mailto:Jeff.hanson@pacificoffice.com">Jeff.hanson@pacificoffice.com</a>
<b>Dealer:</b>	<b>Canon Solutions America</b>	<b>H &amp; H Business Systems, Inc.</b>	<b>Pacific Office Automation</b>
<b>Diverse Status:</b>			
<b>Address:</b>	10102 E Knox, Ste 300 Spokane Valley, WA 99206	15320 E. Marietta, Ste 9 Spokane, WA 99216	1114 Pacific Ave Tacoma, WA 98402
<b>Contact:</b>	Jeff Liddell	Yousif Kaddoura	Todd Rosenow
<b>Phone:</b>	(509) 835-1272 ext. 108	(509) 922-1000	(253) 572-6400
<b>Fax:</b>	509-242-2765	(509) 922-4800	253-922-9480
<b>E-mail:</b>	<a href="mailto:Jeffery.liddell@oce.com">Jeffery.liddell@oce.com</a>	<a href="mailto:yousifk@handhsystems.com">yousifk@handhsystems.com</a>	<a href="mailto:Todd.rosenow@pacificoffice.com">Todd.rosenow@pacificoffice.com</a>

<b>Dealer:</b>	Canon Solutions America	UBM – Yakima	Canon Solutions America
<b>Diverse Status:</b>			
<b>Address:</b>	12586 Interurban Ave S Tukwila, WA 98168	2201 West Nobb Hill Blvd Yakima, WA 98902	Cascade Copiers 801 W. Yakima Ave. Yakima, WA 98901
<b>Contact:</b>	Mike Stuber	Todd Gregg	Wes Lehrman
<b>Phone:</b>	(206) 694-1829	(800) 544-4120	(509) 757-0734
<b>Fax:</b>		(509) 248-5145	509-757-3080
<b>E-mail:</b>	mstuber@csa.canon.com	<a href="mailto:tgregg@ubmofwa.com">tgregg@ubmofwa.com</a>	<a href="mailto:Wes.lehrman@csa.canon.com">Wes.lehrman@csa.canon.com</a>
<b>Dealer:</b>	Copiers NW		
<b>Diverse Status:</b>			
<b>Address:</b>	1101 W. Yakima Ave Yakima, WA 98902		
<b>Contact:</b>	Bob Nadon		
<b>Phone:</b>	(509) 654-7640		
<b>Fax:</b>			
<b>E-mail:</b>	<a href="mailto:bnadon@copiersnw.com">bnadon@copiersnw.com</a>		

**HEWLETT PACKARD AUTHORIZED DEALER NETWORK**

Dealer:	Zones Inc	SHI International Corp	CNN Inc dba Technology Express
Diverse Status:			<b>SMALL BUSINESS</b>
Address:	1102 15 <sup>th</sup> St SW, Ste 102 Auburn, WA 98001-0000	600 108 <sup>th</sup> Ave NE, Ste 315 Bellevue, WA 98004	22122 20 <sup>th</sup> Ave SE, Ste 164 Bothell, WA 98021
Contact:	Kevin McGowan	Julianne Kuczinski	Crystal Heaven
Phone:	(800) 381-9663 x53596	(732) 868-5940	(425) 806-8888 ext 30
Fax:	(253) 205-2596		
E-mail:	<a href="mailto:Kevin.mcgowan@zones.com">Kevin.mcgowan@zones.com</a>	<a href="mailto:Julianne_Kuczinski@shi.com">Julianne_Kuczinski@shi.com</a>	<a href="mailto:crystal@technologyexpress.com">crystal@technologyexpress.com</a>
Dealer:	Woodburn Company	Warranty Plus Service Centers, Inc	Staples Inc
Diverse Status:	<b>SMALL AND MINORITY OWNED BUSINESS</b>		
Address:	2815 Rockefeller Ave Everett, WA 98201	34310 9 <sup>th</sup> Ave S, Ste 105 Federal Way, WA 98003	500 Staples Drive FL E Framingham, MA 01702-4478
Contact:	Ben Johnson	Rick McLaughlin	Ed Dalton
Phone:	(206) 250-1306	(253) 279-1542	(508) 253-3482
Fax:			
E-mail:	<a href="mailto:Ben.johnson@woodburn.com">Ben.johnson@woodburn.com</a>	<a href="mailto:rmclaughlin@warrantyplus.net">rmclaughlin@warrantyplus.net</a>	<a href="mailto:Ed.dalton@staples.com">Ed.dalton@staples.com</a>
Dealer:	PC Specialists Inc dba Technology Integration Group	Right! Systems Inc	Micro Computer Systems Inc dba MicroK12
Diverse Status:			
Address:	1125 12 <sup>th</sup> Ave NW, Ste B7 Issaquah, WA 98027	2600 Willamette Drive NE, Ste C Lacey, WA 98516	12631 Beverly Park Rd Lynnwood, WA 98087
Contact:	Dave Demsley	Neil Smith	Gary Wagar
Phone:	(425) 747-2633	(360) 956-0414	(425) 778-7337
Fax:			
E-mail:	<a href="mailto:Dave.densley@tig.com">Dave.densley@tig.com</a>	<a href="mailto:nsmith@rightsys.com">nsmith@rightsys.com</a>	<a href="mailto:gwagar@microk12.com">gwagar@microk12.com</a>
Dealer:	Systemax Inc	JR MicroSystems Inc	OfficeMax Inc
Diverse Status:		<b>SMALL AND MINORITY BUSINESS</b>	
Address:	7795 W Flagler St, Ste 35 Miami, FL 33144	5541 N Bay Ridge Ave Milwaukee, WI 53217	263 Shuman Blvd Naperville, IL 60563
Contact:	Mike Craig	Jennifer Raber	Terri Mayes
Phone:	(305) 415-2257	(414) 763-0555	(630) 438-7800
Fax:			
E-mail:	<a href="mailto:Mike.craig@syx.com">Mike.craig@syx.com</a>	<a href="mailto:jennifer@jrmicrosystems.net">jennifer@jrmicrosystems.net</a>	<a href="mailto:terrimayes@officemax.com">terrimayes@officemax.com</a>

Dealer:	CB Technologies Inc	3MD Inc dba Denali Advanced Integration	Techpower Solutions Inc
Diverse Status:			
Address:	750 The City Drive S, Ste 225 Orange, CA 92868-4940	17735 NE 65 <sup>th</sup> Street, Ste 120 Redmond, WA 98052	14656 NE 95 <sup>th</sup> St Redmond, WA 98052
Contact:	Rachel Nelson	Shawna Saffle	Glen Jones
Phone:	(714) 573-7733	(425) 885-4000	(425) 883-9112
Fax:			
E-mail:	<a href="mailto:Rachel.nelson@cbtechinc.com">Rachel.nelson@cbtechinc.com</a>	<a href="mailto:ssaffle@denaliai.com">ssaffle@denaliai.com</a>	<a href="mailto:Glen.jones@techpower.com">Glen.jones@techpower.com</a>
Dealer:	Unisoft Network Inc	GovConnection Inc	Copiers Northwest Inc
Diverse Status:			
Address:	15801 NE 85 <sup>th</sup> St Redmond, WA 98052-3532	7503 Standish Pl Rockville, MD 20855	601 Dexter Ave N Seattle, WA 98109
Contact:	Jenny Lashinski	Michelle Lawrence	John Hines
Phone:	(425) 968-1022	(603) 683-2410	(206) 282-1200
Fax:			
E-mail:	<a href="mailto:jennyl@nuoz.com">jennyl@nuoz.com</a>	<a href="mailto:mlawrence@govconnection.com">mlawrence@govconnection.com</a>	<a href="mailto:jhines@copiersnw.com">jhines@copiersnw.com</a>
Dealer:	Evergreen Computer Products Inc	IT1Source LLC	Insight Direct USA Inc
Diverse Status:	<b>SMALL AND MINORITY BUSINESS</b>		
Address:	2720 1 <sup>st</sup> Ave S Seattle, WA 98134	4110 N Scottsdale Rd, Unit 300 Scottsdale, AZ 85251	6820 S Harl Ave Tempe, AZ 85283
Contact:	Barbara Anderson	Rick Fly	Erica Falchetti
Phone:	(206) 624-3722	(602) 235-0308 / (480) 544-3015	(480) 333-3071
Fax:	(206) 340-1635		
E-mail:	<a href="mailto:banderson@evergreencomp.com">banderson@evergreencomp.com</a>	<a href="mailto:Richard.fly@it1.com">Richard.fly@it1.com</a>	<a href="mailto:Erica.Flchetti@insight.com">Erica.Flchetti@insight.com</a>
Dealer:	CDW Logistics Inc		
Diverse Status:			
Address:	200 N Milwaukee Ave Vernon Hills, IL 60061		
Contact:	Jumana DiHu		
Phone:	(312) 547-2495		
Fax:			
E-mail:	<a href="mailto:jumdihu@cdw.com">jumdihu@cdw.com</a>		

**KONICA MINOLTA AUTHORIZED DEALER NETWORK**

<b>Dealer:</b>	Pacific Office Automation	Konica Minolta Business Solutions	Konica Minolta Business Solutions
<b>Diverse Status:</b>			
<b>Address:</b>	14747 N.W. Greenbriar Parkway Beaverton, OR 97006	3245 146 <sup>th</sup> Place SE, Suite 110 Bellevue, WA 98007	1300 Maple Grove Boise, ID 83709
<b>Contact:</b>	Jim Simon	Jeff Carlson	Jeff Carlson
<b>Phone:</b>	(503) 601-2315	(425) 201-5855	(425) 201-5855
<b>Fax:</b>	(503) 690-5659	(425) 201-5944	(425) 201-5944
<b>E-mail:</b>	<a href="mailto:jeff.simon@pacificoffice.com">jeff.simon@pacificoffice.com</a>	<a href="mailto:jcarlson@kmb.konicaminolta.us">jcarlson@kmb.konicaminolta.us</a>	<a href="mailto:jcarlson@kmb.konicaminolta.us">jcarlson@kmb.konicaminolta.us</a>
<b>Dealer:</b>	Oasys, Inc.	Inland NW Services	Business Interiors & Equipment, Inc.
<b>Diverse Status:</b>	<b>VETERAN OWNED BUSINESS</b>		
<b>Address:</b>	1575 Port Drive Burlington, WA 98233	3204 5 <sup>th</sup> Street Lewiston, ID 83501	1634 W. Broadway Moses Lake, WA 98837
<b>Contact:</b>	Troy Wright	Cheryl Crouse	Mike Chase
<b>Phone:</b>	(360) 755-0309	(208) 746-2557	(509) 765-5800
<b>Fax:</b>	(360) 757-1849	(208) 746-3216	(509) 766-9489
<b>E-mail:</b>	<a href="mailto:troyw@oasysinc.com">troyw@oasysinc.com</a>	<a href="mailto:daboss@inlandnwservices.com">daboss@inlandnwservices.com</a>	<a href="mailto:michael@bieml.com">michael@bieml.com</a>
<b>Dealer:</b>	Copytronix dba: A Global Imaging Systems Company	Konica Minolta Business Solutions	KBL, Inc. Db: Abadan Tri-Cities
<b>Diverse Status:</b>			<b>SMALL BUSINESS</b>
<b>Address:</b>	16640 S. W. 72 <sup>nd</sup> Ave. Ste 800 Portland, OR 97224	2701 NW Vaughn Street, Suite 370 Portland, OR 97210	79 Aaron Drive Richland, WA 99352
<b>Contact:</b>	Dan Brady	Jeff Carlson	Tyler Best
<b>Phone:</b>	(503) 620-0202	(425) 201-5855	(509) 946-7693
<b>Fax:</b>	(503) 968-0326	(425) 201-5944	(509) 946-8399
<b>E-mail:</b>	<a href="mailto:dbrady@gisx.com">dbrady@gisx.com</a>	<a href="mailto:jcarlson@kmb.konicaminolta.us">jcarlson@kmb.konicaminolta.us</a>	<a href="mailto:bobb@abadantc.com">bobb@abadantc.com</a>

<b>Dealer:</b>	<b>Pacific Office Automation</b>	<b>ABC Office Equipment Company, Inc.</b>	<b>Northwest Office Technologies, Inc.</b>
<b>Diverse Status:</b>			
<b>Address:</b>	1206 E. Sprague Ave. Spokane, WA 99202	7322 E. Broadway Spokane, WA 99212	6280 E. Seltice Way, Suite B Post Falls, ID 83854 And 1206 East Sprague Ave Spokane, WA 99202
<b>Contact:</b>	Darren Bruhns	Michael Brandon	Rick Wickham
<b>Phone:</b>	(509) 534-1903	(509) 922-4600	(208) 769-7572
<b>Fax:</b>		(509) 922-5569	(208) 769-7573
<b>E-mail:</b>	<a href="mailto:darren.bruhns@pacificoffice.com">darren.bruhns@pacificoffice.com</a>	<a href="mailto:mbrandon@abcoe.com">mbrandon@abcoe.com</a>	<a href="mailto:rickwickham@nwotech.com">rickwickham@nwotech.com</a>
<b>Dealer:</b>	<b>Pacific Office Automation</b>	<b>Pacific Office Automation</b>	<b>Bohns Printing, Inc.</b>
<b>Diverse Status:</b>			
<b>Address:</b>	1064 4 <sup>th</sup> Avenue South Seattle, WA 98134	1114 Pacific Avenue Tacoma, WA 98402	308 Union Street The Dalles, OR 97058
<b>Contact:</b>	James Pierson	Russ Meyers	Richard Bohn
<b>Phone:</b>	(206) 753-0450	(253) 572-6400	(541) 296-2361
<b>Fax:</b>			(541) 298-8994
<b>E-mail:</b>	<a href="mailto:James.pierson@pacificoffice.com">James.pierson@pacificoffice.com</a>	<a href="mailto:russ.meyers@pacificoffice.com">russ.meyers@pacificoffice.com</a>	<a href="mailto:rick@bohnpaint.com">rick@bohnpaint.com</a>
<b>Dealer:</b>	<b>Total Office Concepts, Inc.</b>		
<b>Diverse Status:</b>	<b>MINI BUSINESS</b>		
<b>Address:</b>	401 S. Ninth Avenue Walla Walla, WA 99362		
<b>Contact:</b>	Mark Carlile		
<b>Phone:</b>	(509) 525-5600		
<b>Fax:</b>	(509) 529-0320		
<b>E-mail:</b>	<a href="mailto:mcarlile@totalofficeconcepts.com">mcarlile@totalofficeconcepts.com</a>		

**RICOH USA, INC. AUTHORIZED DEALERS**

<b>Dealer:</b>	<b>Pacific Office Automation (POA) Portland/Vancouver</b>	<b>Ricoh USA</b>	<b>Ricoh USA</b>
<b>Diverse Status:</b>			
<b>Address:</b>	14747 NW Greenbriar Parkway Beaverton, OR 97006	3075 112 <sup>th</sup> Ave NE, Suite 200 Bellevue, WA 98004	Bellingham Crown Plaza 114 W Magnolia, Suite 107 Bellingham, WA 98225
<b>Contacts:</b>	Jeff Simon	Clint Phillips	Karen Harris
<b>Phone:</b>	(800) 540-5363	(425) 576-3803	(360) 671-8072
<b>Fax:</b>	(503) 601-2324	(425) 576-3955	(360) 734-8742
<b>E-mail:</b>	<a href="mailto:Jeff.simon@pacificoffice.com">Jeff.simon@pacificoffice.com</a>	<a href="mailto:clint.phillips@ricoh-usa.com">clint.phillips@ricoh-usa.com</a>	<a href="mailto:karen.harris@ricoh-usa.com">karen.harris@ricoh-usa.com</a>
<b>Dealer:</b>	<b>Bellingham Business Machines</b>	<b>Ricoh USA</b>	<b>Oasys, Inc.</b>
<b>Diverse Status:</b>			<b>VETERAN OWNED BUSINESS</b>
<b>Address:</b>	205 N Commercial St Bellingham, WA 98225-4409	4545 Auto Center Way #C Bremerton, WA 98312	1575 Port Dr Burlington, WA 98233-3119
<b>Contacts:</b>	Doug Jones	Wayne Raschke	Allen Grenz
<b>Telephone:</b>	(360) 734-3630	(360) 373-4320	(360) 755-0309
<b>Fax:</b>	(360) 734-6991	(360) 373-4340	(360) 757-1849
<b>E-mail:</b>	<a href="mailto:doug@bellinghambusinessmachines.com">doug@bellinghambusinessmachines.com</a>	<a href="mailto:Wayne.Raschke@ricoh-uas.com">Wayne.Raschke@ricoh-uas.com</a>	<a href="mailto:alleng@oasisinc.com">alleng@oasisinc.com</a>
<b>Dealer:</b>	<b>Pacific Office Automation (POA) Everett</b>	<b>Woodburn Company</b>	<b>Preferred Copier Systems</b>
<b>Diverse Status:</b>		<b>SMALL AND MINORITY OWNED BUSINESS</b>	<b>SMALL BUSINESS</b>
<b>Address:</b>	1010 SE Everett mall Way #205, Everett, WA 98208	2815 Rockefeller Ave Everett, WA 98201-6601	7691 S 180th St Kent WA 98032-1048
<b>Contacts:</b>	Jeff Simon	Curt Kolar	Ronald Cox
<b>Telephone:</b>	(800) 540-5363	(800) 886-4402	(425) 251-1202
<b>Fax:</b>	(503) 601-2324	(425) 259-1742	(425) 251-1696
<b>E-mail:</b>	<a href="mailto:Jeff.simon@pacificoffice.com">Jeff.simon@pacificoffice.com</a>	<a href="mailto:Curt.kolar@woodburnco.com">Curt.kolar@woodburnco.com</a>	<a href="mailto:rcox@preferredcopier.com">rcox@preferredcopier.com</a>

<b>Dealer:</b>	Pacific Office Automation (POA) Kennewick	Empire Office Equipment	Ricoh USA
<b>Diverse Status:</b>			
<b>Address:</b>	7913 W. Grandridge Blvd., Kennewick, WA 99336	8300 28 <sup>th</sup> Ct NE, Suite 100 Lacey, WA 98516	4160 6 <sup>th</sup> Ave SE, Suite 104 Lacey, WA 98503
<b>Contacts:</b>	Jeff Simon	Ray Dobson	Jim Tripp
<b>Telephone:</b>	(800) 540-5363	(360) 491-1854	(360) 493-2113
<b>Fax:</b>	(503) 601-2324	(360) 456-1255	(360) 438-0244
<b>E-mail:</b>	<a href="mailto:Jeff.simon@pacificoffice.com">Jeff.simon@pacificoffice.com</a>	<a href="mailto:rdobson@eodigital.com">rdobson@eodigital.com</a>	<a href="mailto:james.tripp@ricoh-usa.com">james.tripp@ricoh-usa.com</a>
<b>Dealer:</b>	Ricoh USA	Ricoh USA	Ricoh USA
<b>Diverse Status:</b>			
<b>Address:</b>	613 Bryden Ave Lewiston, ID 83501-5192	1105 15 <sup>th</sup> Ave, Suite D Longview, WA 98632-3068	12100 SW Garden Place Portland, OR 97223-8264
<b>Contacts:</b>	Mark Mayer	Darren Wolfe	Darren Wolfe
<b>Phone:</b>	(509) 944-7235	(360) 493-2113	(503) 603-8135
<b>Fax:</b>	(509) 891-9200	(360) 438-0244	(503) 603-8838
<b>E-mail:</b>	<a href="mailto:carey.wells@ricoh-usa.com">carey.wells@ricoh-usa.com</a>	<a href="mailto:Darren.wolf@ricoh-usa.com">Darren.wolf@ricoh-usa.com</a>	<a href="mailto:Darren.wolf@ricoh-usa.com">Darren.wolf@ricoh-usa.com</a>
<b>Dealer:</b>	Pacific Office Automation (POA) Seattle	H & H Business Systems	Ricoh USA
<b>Diverse Status:</b>			
<b>Address:</b>	1064 4 <sup>th</sup> Ave S, Seattle, WA 98134	15320 E. Marietta, Ste. 9 Spokane, WA 99216	8815 E Mission Ave Spokane Valley, WA 99212-2532
<b>Contacts:</b>	John Bigelow	Yousif Kaddoura	Grant Lawson
<b>Telephone:</b>	(800) 540-5363	(509) 922-1000	(503) 603-8315
<b>Fax:</b>	(503) 601-2324	(509) 922-4800	(503) 891-9200
<b>E-mail:</b>	<a href="mailto:Jeff.simon@pacificoffice.com">Jeff.simon@pacificoffice.com</a>	<a href="mailto:yousifk@handhsystems.com">yousifk@handhsystems.com</a>	<a href="mailto:grant.lawson@ricoh-usa.com">grant.lawson@ricoh-usa.com</a>
<b>Dealer:</b>	Pacific Office Automation (POA) Tacoma	Ricoh USA	Ricoh USA
<b>Diverse Status:</b>			
<b>Address:</b>	114 Pacific Avenue, Tacoma, WA 98402	6704 Tacoma Mall Blvd Tacoma, WA 98409	224 Methow Street Wenatchee, WA 98801
<b>Contacts:</b>	Jeff Simon	Wayne Raschke	Terry Michael
<b>Phone:</b>	(800) 540-5363	(425) 458-1111	(509) 663-5050
<b>Fax:</b>	(503) 601-2324	(253) 472-3932	(509) 663-5833
<b>E-mail:</b>	<a href="mailto:Jeff.simon@pacificoffice.com">Jeff.simon@pacificoffice.com</a>	<a href="mailto:Wayne.Raschke@ricoh-use.com">Wayne.Raschke@ricoh-use.com</a>	<a href="mailto:Terry.Michael@ricoh-usa.com">Terry.Michael@ricoh-usa.com</a>
<b>Dealer:</b>	Ricoh USA		
<b>Diverse Status:</b>			
<b>Address:</b>	901 Summitview Ave Yakima, WA 98902		
<b>Contacts:</b>	Terry Michael		
<b>Telephone:</b>	(971) 249-6935		
<b>Fax:</b>	(509) 248-8098		
<b>E-mail:</b>	<a href="mailto:Terry.Michael@ricoh-use.com">Terry.Michael@ricoh-use.com</a>		

**SHARP ELECTRONICS AUTHORIZED DEALERS**

<b>Dealer:</b>	<b>Aberdeen Office Equipment</b>	<b>Copiers NW - South</b>	<b>Pacific Office Automation</b>
<b>Diverse Status:</b>			
<b>Address:</b>	322 E. 1 <sup>st</sup> Street Aberdeen, WA 98520	11000 SW 11th Bldg D Ste 450 Beaverton, OR 97005	15400 NW Greenbrier Pkwy Beaverton, OR 97006
<b>Contact:</b>	Fred Scott	Ron Rupright	Jeff Simon
<b>Phone:</b>	(360) 533-0352	(503) 222-4500	(506) 601-2315 or (877) 722-4342 X2315
<b>Fax:</b>	(360) 533-0361	(360) 694-5009	(503) 526-0341
<b>E-mail:</b>	<a href="mailto:fscott@aberdeenoffice.com">fscott@aberdeenoffice.com</a>	<a href="mailto:rrupright@copiersnw.com">rrupright@copiersnw.com</a>	<a href="mailto:jsimon@pacificoffice.com">jsimon@pacificoffice.com</a>
<b>Dealer:</b>	<b>Sharp Business Systems</b>	<b>Blackburn Office Equipment</b>	<b>Copiers NW - Bellingham</b>
<b>Diverse Status:</b>			
<b>Address:</b>	Bellevue, WA	203 W Chestnut St. Bellingham, WA 98225	1400 King Street Bellingham, WA 98229
<b>Contact:</b>		Randy Grunhurd	Gifford Silver
<b>Phone:</b>	(425) 885-4755	(360) 733-7660	(360) 714-8697
<b>Fax:</b>		(360) 676-0935	(360) 714-8733
<b>E-mail:</b>		<a href="mailto:grunhurdr@blkbrn.com">grunhurdr@blkbrn.com</a>	<a href="mailto:gsilver@copiersnw.com">gsilver@copiersnw.com</a>
<b>Dealer:</b>	<b>Pacific Office Automation</b>	<b>Copiers NW - Tacoma</b>	<b>Sharp Business Systems</b>
<b>Diverse Status:</b>			
<b>Address:</b>	909 Everett Mall Way #230B Everett, WA 98204	5007 Pacific HWY E Unit #23 Fife, WA 98424	4905 Pacific Hwy E #2 Fife, WA 98424
<b>Contact:</b>	Stuart Sherman	Ron Rupright	Denise Webb
<b>Phone:</b>	(206) 575-2018	(253) 926-3003	(253) 922-3070
<b>Fax:</b>	(206) 575-9714	(253) 926-3113	(425) 883-9528
<b>E-mail:</b>	<a href="mailto:Stuart.sherman@pacificoffice.com">Stuart.sherman@pacificoffice.com</a>	<a href="mailto:rrupright@copiersnw.com">rrupright@copiersnw.com</a>	<a href="mailto:denise.webb@sharpusa.com">denise.webb@sharpusa.com</a>
<b>Dealer:</b>	<b>Kelley Imaging Systems Inc</b>	<b>Copiers NW - Kennewick</b>	<b>Inland NW Services</b>
<b>Diverse Status:</b>			
<b>Address:</b>	Kent, WA	7103 W. Clearwater Kennewick WA 98337	3204 5 <sup>th</sup> Street Lewiston, ID 83501
<b>Contact:</b>			Cheryl Crouse
<b>Phone:</b>	(206) 284-9100	(509) 892-0700	(208) 746-2557
<b>Fax:</b>		(509) 735-9789	(208) 746-3216
<b>E-mail:</b>			<a href="mailto:daboss@inlandnwservices.com">daboss@inlandnwservices.com</a>

<b>Dealer:</b>	<b>Copiers NW - Olympia</b>	<b>Business Interiors &amp; Equipment</b>	<b>Capital Business Machines</b>
<b>Diverse Status:</b>			<b>SMALL BUSINESS</b>
<b>Address:</b>	4106 Pacific Avenue SE Lacey, WA 98503	1634 W Broadway Moses Lake, WA 98837	3660 Pacific Ave SE Olympia, WA 98501
<b>Contact:</b>	Ron Rupright	Bill Geates	Don Hartman
<b>Phone:</b>	(360) 438-1107	(509) 765-5800	(360) 491-6000
<b>Fax:</b>	(360) 438-1227	(509) 766-9489	(360) 438-0969
<b>E-mail:</b>	<a href="mailto:rrupright@copiersnw.com">rrupright@copiersnw.com</a>	<a href="mailto:bill@bieml.com">bill@bieml.com</a>	<a href="mailto:dehartman@cbm-wa.com">dehartman@cbm-wa.com</a>
<b>Dealer:</b>	<b>Northwest Technologies, Inc.</b>	<b>Abadan-Tri Cities (KBL)</b>	<b>Copiers NW - Seattle</b>
<b>Diverse Status:</b>		<b>SMALL BUSINESS</b>	
<b>Address:</b>	6280 E Seltice Way, Ste B Post Falls, ID 83854	Richland, WA	601 Dexter Avenue North Seattle, WA 98109
<b>Contact:</b>	Rick Wickham		Brad Mofield
<b>Phone:</b>	(208) 769-7572	(509) 946-2029	(206) 282-1200
<b>Fax:</b>	(208) 769-7573		(206) 282-2010
<b>E-mail:</b>	<a href="mailto:rwickham@nwotech.com">rwickham@nwotech.com</a>		<a href="mailto:bmofield@copiersnw.com">bmofield@copiersnw.com</a>
<b>Dealer:</b>	<b>Pacific Office Automation</b>	<b>Digital Imaging Solutions</b>	<b>Royal Business Systems, Inc.</b>
<b>Diverse Status:</b>			
<b>Address:</b>	1815 7th Ave Seattle, WA 98101	801 E. 2 <sup>nd</sup> Ave Spokane, WA 99202	E 1515 Houston Ave. Spokane, WA 99217
<b>Contacts:</b>	Stuart Sherman	Mark Lenz	Peter Nauditt
<b>Telephone:</b>	(425) 562-2166	(509) 535-8000	(509) 928-6555
<b>Fax:</b>	(206) 575-9714	(509) 535-8866	(509) 928-6333
<b>E-mail:</b>	<a href="mailto:Stuart.sherman@pacificoffice.com">Stuart.sherman@pacificoffice.com</a>	<a href="mailto:mlenz@disimaging.com">mlenz@disimaging.com</a>	<a href="mailto:peter@myimagetech.com">peter@myimagetech.com</a>
<b>Dealer:</b>	<b>Copiers NW - Spokane</b>	<b>Pacific Office Automation</b>	<b>Copiers NW - Yakima</b>
<b>Diverse Status:</b>			
<b>Address:</b>	10102 E Knox Ave Spokane Valley, WA 99206	5102 20th St. E Tacoma, WA 98424	1712 16th Ave. S. Yakima, WA 98902
<b>Contacts:</b>	Paul Kinkead	Stuart Sherman	Paul Kinkead
<b>Telephone:</b>	(509) 892-0700	(253) 572-6400	(509) 892-0700
<b>Fax:</b>	(509) 921-8083	(206) 575-9714	(509) 921-8083
<b>E-mail:</b>	<a href="mailto:pkinkead@copiersnw.com">pkinkead@copiersnw.com</a>	<a href="mailto:Stuart.sherman@pacificoffice.com">Stuart.sherman@pacificoffice.com</a>	<a href="mailto:pkinkead@copiersnw.com">pkinkead@copiersnw.com</a>

**XEROX AUTHORIZED DEALERS**

<b>Dealer:</b>	<b>Aberdeen XerographiX &amp; Imaging</b>	<b>Kitsap Xerographic</b>	<b>Quality Business System, Inc.</b>
<b>Diverse Status:</b>			
<b>Address:</b>	800 E. Wishkah Blvd. Aberdeen, WA 98520	6148 Eagle Harbor Dr NE Bainbridge Island, WA 98110	14432 SE Eastgate Way Ste 300 Bellevue, WA 98003
<b>Contacts:</b>	Wes Rolfe	Megan Hale	Chris Platt
<b>Telephone:</b>	(360) 637-9058	(206) 842-4558	(253) 949-6314 /(425) 949-6314
<b>E-mail:</b>	<a href="mailto:wes@aberdeenx.com">wes@aberdeenx.com</a>	<a href="mailto:megan@kitsaprx.com">megan@kitsaprx.com</a>	<a href="mailto:Chris.platt@qubi-xerox.com">Chris.platt@qubi-xerox.com</a>
<b>Dealer:</b>	<b>Benchmark Document Solutions, Inc.</b>	<b>Quality Business Systems, Inc.</b>	<b>Rocky Mountain Competitive Solutions</b>
<b>Diverse Status:</b>			
<b>Address:</b>	201 E Chestnut St Bellingham, WA 98225	7112 S. 212 <sup>th</sup> Street Kent, WA 98032	2310 North Molter Ste 103 Liberty Lake, WA 99019
<b>Contacts:</b>	Fred Schacht	Chris Platt	Andy Coon
<b>Telephone:</b>	(360) 676-8406	(253) 949-6314 /(425) 949-6314	(509) 392-7096
<b>E-mail:</b>	<a href="mailto:fred@benchmarkds.com">fred@benchmarkds.com</a>	<a href="mailto:Chris.platt@qubi-xerox.com">Chris.platt@qubi-xerox.com</a>	<a href="mailto:Andy.coon@rockymountaincompetitive.com">Andy.coon@rockymountaincompetitive.com</a>
<b>Dealer:</b>	<b>Quality Business Systems, Inc.</b>	<b>Advanced Document Systems, Inc.</b>	
<b>Diverse Status:</b>			
<b>Address:</b>	6812 - 185th Ave. N.E. Redmond, WA 98052	2201 Sixth Ave., Ste 101 Seattle, WA 98121	
<b>Contacts:</b>	Donna McGarth	Hector Lizardi	
<b>Telephone:</b>	(800) 831-5858 / (425)885-5858	(206) 632-7007	
<b>E-mail:</b>	<a href="mailto:Donna.mcgrath@qbsi-xerox.com">Donna.mcgrath@qbsi-xerox.com</a>	<a href="mailto:hlizardi@adocs.net">hlizardi@adocs.net</a>	

**TOSHIBA AUTHORIZED DEALERS**

Dealer:	Michaels Business Machines, Inc	Kelley Imaging Systems	Office Systems
Diverse Status:			<b>SMALL BUSINESS</b>
Address:	2622 West Maplewood, Bellingham, WA 98226	22710 72 <sup>nd</sup> Ave. S Kent, WA 98032	1427 15 <sup>th</sup> St Longview, WA 98632
Contacts:	Rick Michaels	Aric Manion	Ken Holly
Telephone:	360-647-2930	206-284-9100	360-578-2107
E-mail:	<a href="mailto:rickm@MBMtoshiba.com">rickm@MBMtoshiba.com</a>	<a href="mailto:Aric.manion@kelleyimaging.com">Aric.manion@kelleyimaging.com</a>	<a href="mailto:Ken_holly@yahoo.com">Ken_holly@yahoo.com</a>
Dealer:	Kelley Imaging Systems	Royal Business Systems	Kelley Imaging Systems
Diverse Status:			
Address:	10020 E. Knox Street Spokane, WA 99206	1515 East Houston Avenue Spokane, WA 99217	3907 N. 34 <sup>th</sup> Street Tacoma, WA 98407
Contacts:	Aric Manion	Peter Nauditt	Aric Manion
Telephone:	509-922-2811	509-928-6555	253-272-7099
E-mail:	<a href="mailto:Aric.manion@kelleyimaging.com">Aric.manion@kelleyimaging.com</a>	<a href="mailto:Peter.Nauditt@royalbusinesssystems.com">Peter.Nauditt@royalbusinesssystems.com</a>	<a href="mailto:Aric.manion@kelleyimaging.com">Aric.manion@kelleyimaging.com</a>
Dealer:	Kelley Imaging Systems	Kelley Imaging Systems	
Diverse Status:			
Address:	12 N Wenatchee Avenue Wenatchee, WA 98801	1008 West Ahtanum Road Yakima, WA 98801	
Contacts:	Aric Manion	Aric Manion	
Telephone:	253-272-7099	888-763-7865	
E-mail:	<a href="mailto:Aric.manion@kelleyimaging.com">Aric.manion@kelleyimaging.com</a>	<a href="mailto:Aric.manion@kelleyimaging.com">Aric.manion@kelleyimaging.com</a>	

**ACRONYMS/DEFINITIONS**

The following acronyms and definitions apply to this Request for Proposals (RFP) and any subsequent contracts.

Acronym	Description
<b>Acceptance</b>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<b>Acceptance Testing</b>	The process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance of the NASPO ValuePoint Master Agreement Terms and Conditions, prior to Acceptance by the Purchasing Entity.
<b>Accessory</b>	Any item that may be added to the base marking engine.
<b>Assumption</b>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<b>Authorized Dealer ("dealer")</b>	Authorized dealer (hereafter referred to as "dealer") will be defined as a manufacturer's authorized sales and service center that must be certified by the manufacturer to sell the manufacturer's products, perform machine installation and maintenance on machines offered by the manufacturer at the time of bid. A Customer must be able to, at a minimum, be able to visit the sales and service center to view and test models.  This term encompasses "Value Added Resellers (VARs), Distributors, Resellers, Local Dealers, Partner, Franchise, etc."
<b>Awarded Vendor</b>	The organization/individual that is awarded and has an approved contract from the State of Nevada for the services identified in this RFP.
<b>BOE</b>	State of Nevada Board of Examiners
<b>Cancelable Rental</b>	A cancelable rental shall meet the financial requirements of an Operation Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term with or without penalty.
<b>Capital Lease</b>	A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria: <ul style="list-style-type: none"> <li>• The lease term is greater than 75% of the property's estimated economic life.</li> <li>• The lease contains an option to purchase the property for less than fair market value.</li> <li>• Ownership of the property is transferred to the Customer at the end of the lease term.</li> <li>• The present value of the lease payment exceeds 90% of the fair market value of the property.</li> <li>• Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.</li> </ul>
<b>Confidential</b>	Any information relating to the amount or source of any income, profits, losses or

Acronym	Description												
<b>Information</b>	expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).												
<b>Contract Approval Date</b>	The date the State of Nevada officially approves and accepts all contract language, terms and conditions as negotiated between the State and the Awarded Vendor.												
<b>Contract Award Date</b>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.												
<b>Contractor</b>	The company or organization that has an approved contract for delivering Products or performing services under the terms and conditions set for in the NASPO ValuePoint Master Agreement. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.												
<b>Cross Reference</b>	A reference from one document/section to another document/section containing related material.												
<b>Customer</b>	State governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.												
<b>Division/Agency</b>	The Division/Agency requesting services as identified in this RFP.												
<b>Embedded Software</b>	One or more software applications which permanently reside on a device.												
<b>Engineering Drawing Sizes</b>	<p>The following engineering drawing sizes will be utilized:</p> <table border="1" data-bbox="651 999 1097 1220"> <thead> <tr> <th colspan="2">U.S. Customary Drawing Sizes</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>8.5" x 11"</td> </tr> <tr> <td>B</td> <td>11" x 17"</td> </tr> <tr> <td>C</td> <td>17" x 22"</td> </tr> <tr> <td>D</td> <td>22" X 34"</td> </tr> <tr> <td>E</td> <td>34" X 44"</td> </tr> </tbody> </table>	U.S. Customary Drawing Sizes		A	8.5" x 11"	B	11" x 17"	C	17" x 22"	D	22" X 34"	E	34" X 44"
U.S. Customary Drawing Sizes													
A	8.5" x 11"												
B	11" x 17"												
C	17" x 22"												
D	22" X 34"												
E	34" X 44"												
<b>EPEAT</b>	Electronic Product Environment Assessment Tool. EPEAT registered means products that have been decaled to meet the requirements of IEEE 1680.2, Standard for Environmental Assessment of Imaging Equipment.												
<b>Equipment Downtime</b>	Equipment downtime will be defined as the period of time a piece of equipment is waiting for service to be completed.												
<b>Equipment Functions and Options</b>	<p>The following definitions shall prevail for the various copier functions and options:</p> <ul style="list-style-type: none"> <li>• Automatic Document Feeder (ADF) – An accessory that “holds a stack of originals and feeds them automatically, one at a time to the exposure glass for scanning/copying.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</li> <li>• Automatic Exposure Selection (AES) – “The exposure is adjusted automatically when copying from originals with different background shadings.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</li> <li>• Automatic Magnification Selection (AMS) – “After detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the paper size selected by the operator.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</li> </ul>												

Acronym	Description
	<ul style="list-style-type: none"> <li>• Automatic Paper Selection (APS) – “A built-on sensor detects the size of the original and the copier selects the proper paper size.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</li> <li>• Automatic Tray Switching (ATS) – “A feature that enables a copier to automatically switch from a depleted paper source to another in the midst of a copy job, effectively increasing overall productivity.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</li> <li>• Automatic Start (AS) – “Copiers with this feature may be programmed for a job by the user before the copier is warmed up. Once programming is complete, the user presses the print (start) button and the machine automatically begins copying after warm-up temperature is attained.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</li> <li>• Base Cabinet – A base cabinet is utilized for a console device in order to utilize the device as a standalone unit (resting on the floor) instead of a paper-feed unit.</li> <li>• Paper-Feed Units – “Expands the paper capacity by providing two or more additional paper sources (cassettes, drawer or trays).” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. Additionally, paper-feed units act as a support for base units to utilize the device as a standalone unit (resting on the floor) instead of a base cabinet. For Segments 2 (console), 3 and 4, the paper-feed units include a minimum of two (2) paper cassettes, drawers or trays.</li> <li>• Bypass Paper Supply – “A side opening tray into which copying materials” (Buyers Laboratory Inc., 2003 Multifunction Specification Guide) may be inserted for the use of copying onto. A bypass paper supply will be configured for multiple sheets of copying material.</li> <li>• Data Security Kit – The kits and software required to enable the encryption of all data written to the hard drive.</li> <li>• Finisher – An accessory “that delivers finished (stapled) sets into an offset catch tray(s).” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. Additionally, finishers are subdivided into the following classifications:             <ul style="list-style-type: none"> <li>○ Advanced Finisher – A finisher that is free standing from the output device, offers at a minimum 50 page multi position stapling capacity and can be configured with any combination of three-hole punching and saddle stitch finishing (booklet making).</li> <li>○ Basic Office Finisher – A finisher that is free standing from the output device and offers at a minimum, 50 page stapling capacity.</li> <li>○ Internal/Wing Finisher – A finisher that either is internal to the device or is an attachment to the output side of the device and offers at a minimum, 25 page stapling capacity. Wing finishers are not free standing by original manufacturing design and rely on the output device for</li> </ul> </li> </ul>

Acronym	Description
	<p>support.</p> <ul style="list-style-type: none"> <li>• Network Connectivity Kit – All parts, boards and software (internal to the machine) to sufficiently enable the copier to network print, scan to network folder, scan to e-mail (including server based or POP3) and scan to desktop.</li> <li>• Network Security Kit – All necessary parts and software to enable encrypted communications between print drivers and a copier including any necessary specialized print drivers</li> <li>• Post Process Insertion Unit – An accessory that allows for the insertion of substrates without requiring the material to be fused.</li> <li>• Reversing Automatic Document Feeders (RADF) – A feeder that performs the same functions as an ADF with the added capability to automatically invert (turn) a two-sided original to copy material off of both sides.</li> <li>• Scan Speed – The speed a device scans originals through the document feeder at 600 x 600 DPI resolution or better.</li> </ul>
<b>Evaluation Committee</b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<b>Exception</b>	A formal objection taken to any statement/requirement identified within the RFP.
<b>Fair Market Value Lease</b>	The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
<b>First Time Fix</b>	The measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.
<b>Goods</b>	The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", "devices", and "commodities", as those terms are used in NRS Chapter 333.
<b>Inside Delivery</b>	A predetermined inside location for installation of purchased, rented or leased devices.
<b>Intellectual Property</b>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<b>Key Personnel</b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<b>LCB</b>	Legislative Counsel Bureau
<b>Lead State</b>	The State conducting this cooperative procurement, evaluation, award, and administering any resulting Master Agreements on behalf of the NASPO ValuePoint Cooperative Purchasing Program.
<b>Lease of Equipment</b>	<p>For financial accounting purposes, a lease for equipment in any resulting contract is one which:</p> <ul style="list-style-type: none"> <li>• Does not meet the criteria of a finance lease as defined by SSAP 21. Risk and</li> </ul>

Acronym	Description
	<p>rewards of ownership lie with the Awarded Vendor and/or;</p> <ul style="list-style-type: none"> <li>• The Customer cannot be liable for an residual risks associated with the assets and/or;</li> <li>• An operating lease is accounted for by the Customer without showing an asset (for the equipment) or a liability (for the lease payment obligations) on its balance sheet and/or;</li> <li>• Periodic payments are accounted for by the Customer as operating expenses for the period.</li> </ul>
<b>Lemon Clause</b>	Lemon laws are American state laws that provides a remedy for purchasers of consumer goods in order to compensate for products that repeatedly fail to meet standards of quality and performance. The rights afforded to consumers by lemon laws may exceed the warranties expressed in purchase contracts. Lemon law is the common nickname for these laws, but each state has different names for the laws and acts.
<b>LOI</b>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b>Manufacturer</b>	Defined as a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets multifunction devices. The manufacturer's original OEM name shall appear on the device from the original point of manufacturer, even if labeled by a third party.
<b>Manufacturer Suggested Retail Price (MSRP)</b>	List price or recommended retail price of a product is the price which the manufacturer recommends that the retailer sell the product. MSRP is pricing provided to Buyers Laboratory Inc. (BLI) by manufactures.
<b>Master Agreement</b>	The underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.
<b>May</b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b>Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>NAC</b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b>Newly Manufactured</b>	"Units that have not been previously used and are currently being marketed by the manufacturer." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. New machines consist of all new or remanufactured parts with no used parts or components and the marking engine must be new and not used or remanufactured. New devices have never been under lease or placed as a demonstration or test machine, since original manufacture.
<b>NOA</b>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b>Non-Cancelable Rental</b>	The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer. The depreciated value must be disclosed to the

Acronym	Description
	Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
<b>NRS</b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b>Operational Lease</b>	Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.
<b>Order or Purchase Order</b>	Any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
<b>Pacific Time (PT)</b>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<b>Participating Addendum(PA)</b>	A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
<b>Participating Entity</b>	A state, or other legal entity, properly authorized to enter into a Participating Addendum.
<b>Participating State</b>	A state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.
<b>Participating State Contract Administrator</b>	Each state shall assign a Contract Administrator all state acquisitions and shall define the Contract Administrator for political subdivision acquisitions if different from the Contract Administrator.
<b>Product</b>	Any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to the Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
<b>Power Protection</b>	<p>A device that provides the following protection for power irregularities for smaller voltage machines (up to 15 amps):</p> <ul style="list-style-type: none"> <li>• Fax/Modem Protection:           <ul style="list-style-type: none"> <li>○ In/Out RJ11 modem jacks</li> <li>○ FCC Registration numbers must be marked on each unit</li> <li>○ Must contain automatic re-settable fuse in protection circuit</li> <li>○ Must incorporate a wideband DSL filter</li> </ul> </li> <li>• Network Protection:           <ul style="list-style-type: none"> <li>○ In/Out RJ45 modular jacks</li> <li>○ ETL Verified to TIA/EIA-568-B.2 Cat5e standard</li> </ul> </li> <li>• Frequency Attenuation:           <ul style="list-style-type: none"> <li>○ Normal Mode: 30 dB min, 45 kHz – 23 MHz</li> <li>○ Common Mode: 30 dB min, 20kHz – 30 MHz</li> </ul> </li> <li>• Remnant voltage, IEEE C62.41 Cat. B Impulse, neutral-ground: 50 Volt peak max.</li> <li>• UL Suppressed Voltage Rating of 330 volts on all modes.</li> <li>• Unit must operate in continuous mode – no over voltage shut off disconnect.</li> <li>• Unit must not provide power if wall outlet is reversed wired, not properly grounded or missing.</li> <li>• Minimum of 3 AC receptacles, including 1 flexible (“pigtail”) outlet.</li> </ul>

Acronym	Description
	<ul style="list-style-type: none"> <li>• UL Listed and marked on each product.</li> </ul>
<b>Proposal</b>	The official written response submitted by a Vendor in response to this RFP.
<b>Proprietary Information</b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a)).
<b>Public Record</b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<b>Purchasing Entity</b>	A state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
<b>Redacted</b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b>Refurbished</b>	A product which received major maintenance (and/or minor repair) including the replacement of all normal parts subject to wear during the normal course of use.
<b>Remanufactured</b>	<p>The process of disassembling products known to be worn or defective that can be reused or brought up to OEM specification by: cleaning, repairing or replacing in a manufacturing environment and; then reassembled to sound working condition, and tested. The remanufactured product is ready for a second life, performing as new. A product is considered remanufactured if:</p> <ul style="list-style-type: none"> <li>• Its primary components come from a used product.</li> <li>• The used product is dismantled to the extent necessary to determine the condition of its components.</li> <li>• The used product's components are thoroughly cleaned and made free from rust and corrosion.</li> <li>• All missing, defective, broken or substantially worn parts are either restored to sound, functionally good condition, or they are replaced with new or remanufactured parts.</li> <li>• The product is in sound working condition from machining, rewinding, refinishing or other operations that are performed as necessary.</li> <li>• The product is reassembled, tested, and a determination is made that it will operate like a new product.</li> </ul>
<b>Response Time</b>	This time starts with the original service call into the dealer or manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications.
<b>RFP</b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8); including all parts, sections, exhibits, attachments and amendments.
<b>Service Base Location</b>	The place of business where, as a regular course of business, the manufacturer or dealer provides the warehousing of parts and training for service technicians.
<b>Service Call</b>	An on-site technician visit due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.

Acronym	Description								
<b>Service Response Time</b>	The time required to solve a service call beginning from the time the call is logged with the Awarded Vendor until either an Authorized Service Technician arrives on-site or the issue is resolved through the Awarded Vendor's phone support.								
<b>Service Zone</b>	<p>The following table provides the definitions for three separate Service Zones based on the distance from the Awarded Vendor's closest Service Base Location:</p> <table border="1" data-bbox="553 464 1425 783"> <thead> <tr> <th data-bbox="553 464 886 506">Service Zone</th> <th data-bbox="886 464 1425 506">Definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="553 506 886 621">Urban</td> <td data-bbox="886 506 1425 621">Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.</td> </tr> <tr> <td data-bbox="553 621 886 716">Rural</td> <td data-bbox="886 621 1425 716">Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.</td> </tr> <tr> <td data-bbox="553 716 886 783">Remote</td> <td data-bbox="886 716 1425 783">Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.</td> </tr> </tbody> </table>	Service Zone	Definition	Urban	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.	Rural	Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.	Remote	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.
Service Zone	Definition								
Urban	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.								
Rural	Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.								
Remote	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.								
<b>Shall</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.								
<b>Short Term Rental</b>	<p>A Short Term Rental shall:</p> <p>Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term.</p> <p>Not exceed a total term of 18 months for Used or Refurbished devices.</p>								
<b>Should</b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.								
<b>SSAP 21</b>	The Statements of Statutory Accounting Principles (SSAP) are a set of accounting regulations prescribed by the National Association of Insurance Commissioners for the preparation of an insuring firm's financial statements.								
<b>State</b>	The State of Nevada and any agency identified herein; and any other state who has executed a Participating Addendum to any subsequent contract resulting from this RFP.								
<b>Subcontractor</b>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.								
<b>Trade Secret</b>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.								
<b>Type of Devices</b>	<p>The following definitions of the types of copiers and printing devices will prevail:</p> <p>A) Copiers Black &amp; White – A machine that makes exact paper copies of printed or graphic materials in black and white only.</p> <p>B) Copiers Color – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.</p> <p>C) Wide Format Devices – A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.</p>								

Acronym	Description
	<p>D) Printers (Color and Black &amp; White) – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.</p> <p>E) Digital Duplicator – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.</p> <p>F) Scanners – A device used to convert paper documents into digital images.</p>
<b>Useful Life</b>	Period during which an asset or property is expected to be usable for the purpose it was acquired.
<b>User</b>	State governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.
<b>Vendor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Will</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Working Days</b>	Monday through Friday, not including State Observed Holidays, defined in Section 2.3.

## NASPO ValuePoint Master Agreement Terms and Conditions

The NASPO ValuePoint Master Agreement uses the default order of precedence specified in section 1 to resolve conflicts between terms and conditions.

Depending on the solicitation design, the order of precedence may have to be revised by the Lead State. Order of precedence clauses cover conflicts in language, not additional language. Courts will harmonize terms wherever possible, and additional language typically will be given effect unless it overtly conflicts other language. So, for example, a contractor's warranty provisions would apply to an RFP silent on warranty requirements. However, some clarification might be required if the RFP specifies a warranty term and the contractor's warranty term is more favorable than the warranty in the RFP.



## **Attachment A**

# **NASPO ValuePoint Master Agreement Terms and Conditions**

### **1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

### **2. Definitions**

**Acceptance** means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

**Acceptance Testing** means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

### **3. Term of the Master Agreement**

The Master Agreement term may be no more than 5 years unless approved by the Management Board. The Lead State will specify the Master Agreement term as approved by the Management Board.

The initial term of this Master Agreement is for (Enter Number of Years) years. This Master Agreement may be extended beyond the original contract period for (Enter Number of Renewals) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

### **5. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

### **6. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (Enter the Number of Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

### **7. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

### **8. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek

and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

### **9. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

### **10. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **11. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

### **12. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

### **13. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

### **14. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **15. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

### **16. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

### **17. Insurance**

This section is an insurance provision applicable to any Orders. The sourcing team should verify that these coverage limits are appropriate. If based on the nature of the commodity different insurance is required that is applicable to the entire Master Agreement (where not modified in a Participating Addendum), those modifications should be included in this subsection.

If the Lead State or other Participating Entities want different insurance applicable to their Orders, those provisions should be in the Participating State's terms and conditions attached to the RFP or in a Participating Addendum.

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

### **18. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

### **19. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

### **20. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## 21. Ordering

Some NASPO ValuePoint cooperative procurements lend themselves to task order competitions within the awarded contractor pool. The following language sets out the general requirements for ordering and a process for permitting Purchasing Entities to seek reduced pricing based on aggregation of requirements or other conditions that might prompt price reductions.

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - (1) The services or supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
  - (6) A ceiling amount of the order for services being ordered; and
  - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

## **22. Participants**

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO ValuePointCooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

## **23. Payment**

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Records Administration and Audit**

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **26. Administrative Fees**

Confirm the administrative fee associated with the contract. The template language includes the default fee of .25%. Revise the default fee as authorized by the Management Board.

Under the MOA, the NASPO ValuePoint administrative fee is described in the original Intent to Participate package approved by the Management Board and submitted to the States.

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **27. NASPO ValuePoint Summary and Detailed Usage Reports**

Sourcing team will need to discuss what data elements will be required in the detailed sales reporting in relation to the elements to the standard NASPO ValuePoint reporting template. Data columns should not be removed, but they can be hidden. Some data elements may not be available and will require interaction with the suppliers on creating the final reporting template for the detailed reports. Sourcing team will also need to discuss if any other reporting is needed and how data should be transmitted to Lead State and NASPO ValuePoint.

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section \_\_\_ Attachment \_\_\_.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **28. Standard of Performance and Acceptance**

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

### **29. Warranty**

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

### **30. System Failure or Damage**

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

### **31. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

### **32. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **33. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **34. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and

effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

### **36. NASPO ValuePoint eMarket Center**

Sourcing team will need to decide if the eMarket center will work for the type of service being solicited for and choose the appropriate language.

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

OR

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be

strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

**The NASPO ValuePoint Contract Administrator/Sourcing Team will decide how often the contractor should or is allowed to update products and pricing in the eMC. Insert the update timeframes in the bracketed portion of subsection 2b of the clause.**

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here ] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

**The Lead State Contract Administrator and Sourcing Team will decide how often the contractor should validate that their punchout is accurate with products and pricing. Include those instructions in the bracketed portion of subsection 2b of the clause.**

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than [once per quarter]. The following conditions apply with respect to hosted catalogs:

**The frequency in the bracketed phrase should be consistent with the timeframe specified in subsection 2a.**

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

**The Lead State Contract Administrator and Sourcing Team will decide the timeframe for updated pricing to go into effect. One month probably is too long for new products and/or pricing to go into effect.**

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

This clause is used whenever the Lead State and sourcing team conclude that

**federal funds may be used to pay for Orders under the master agreement. The clause informs contractors that Participating or Purchasing Entities may be required to add federal contract terms and conditions.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

**(June 2015)**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> September 21 <sup>st</sup> 2016	Execute Agreement	<u>  X  </u>	Consent Agenda <u>  X  </u>
	Pass Resolution	<u>  X  </u>	Public Hearing _____
<b>Subject:</b> Professional Service Contract between CI Information Management and Human Services	Pass Ordinance	_____	1st Discussion _____
<b>Prepared by:</b> Deena Horton Admin Assistant- DHS	Pass Motion	_____	2nd Discussion _____
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	Other	_____	Other _____

**BACKGROUND INFORMATION**

The purpose of this Professional Service Contract is to provide storage services of Records, Media, and/or Materials Client requests for Benton and Franklin Counties Department of Human Services. These records will consist of the client files of the Crisis Response Unit while under contract with Benton and Franklin Counties Department of Human Services, the fees will not exceed the fee schedule in the attached Schedule A.

**COORDINATION**

Michael Murdock, BCPA  
 Kyle Sullivan, DHS

**SUMMARY**

**Award:** Fee Schedule A  
**Period:** September 30, 2016 – September 30, 2022  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

- Sign the Resolution to accept the Professional Services Contract
- Approve the Professional Services Contract by signing all the copies where indicated

**FISCAL IMPACT**

**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 Personal Services Contract with CI Information Management and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_  
FRANKLIN COUNTY RESOLUTION NO. 2016 369

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

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT BETWEEN  
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CI  
SUPPORT, LLC DBA CI INFORMATION MANAGEMENT**

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to contract with CI Support, LLC dba CI Information Management; and

**WHEREAS**, the purpose of this Professional Service Contract is to provide storage services of Records, Media, and/or Materials Client requests for Benton and Franklin Counties Department of Human Services; and

**WHEREAS**, these records will consist of the client files of the Crisis Response Unit while under contract with Benton and Franklin Counties Department of Human Services, the fees will not exceed the fee schedule in the attached Schedule A;

**NOW, THEREFORE, BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Professional Services Contract; and

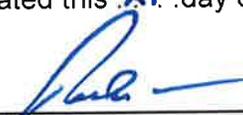
**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners, be and they hereby are, authorized to sign, on behalf of their respective county, Professional Services Contract between Benton and Franklin Counties Department of Human Services and CI Information Management to pay for the storage services of Records, Media, and/or Materials Client requests of the Crisis Response Unit while under contract with Benton and Franklin Counties Department of Human Services; and

**BE IT FURTHER RESOLVED**, the term of the attached Professional Services Contract commences on September 30, 2016 and shall expire on September 30, 2022.

Dated this . . . .day of . . . . ., 2016

Dated this 21 .day of September 2016

\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair

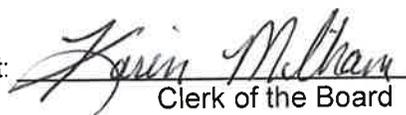
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

Brad Peck - Absent  
\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners  
of Franklin County, Washington

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

Attest:   
Clerk of the Board



A Columbia Industries Company

P.O. Box 7346 - Kennewick, WA 99336 - 509-586-6090

## Information Management Service Agreement

This Information Management Agreement (“Agreement”) is entered into as of this 30 day of September, 2016 (“Effective Date”) by and between **CI Support**, LLC dba CI Information Management, having a place of business at 900 S. Dayton, Kennewick, WA 99336 (hereafter “Company”), and **Benton County**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and **Franklin County**, a political subdivision with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties’ Department of Human Services**, a bi-county department with its principal offices at 7102 W. Okanogan Place, Suite #201, Kennewick, WA 99336 (hereafter collectively referred to as “Client”).

**I. CI INFORMATION MANAGEMENT SERVICES** - Company hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as Records, Media, and/or Materials Client requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached Schedule A- Information Management and Document Destruction Fee Schedule, Schedule B- Standard Storage and Operating Procedures, Schedule C- “FACT Act” or “FACTA” Affidavit, Schedule E- “HIPPA” or Business Associate Agreement, Schedule F-Media Storage and Service Rates, and are incorporated herein and made a part hereof. Unless modified by specific provisions set forth in Schedule A, B, or F the following terms and conditions shall apply to this Agreement.

**I.1. STORED MATERIAL** - From and after the Effective Date the Company shall store and service the Stored Records, Media and/or Material identified on the provided Intake Transmittal Form. Client and Company may modify or add to the record materials included in the list of Stored Materials. Such additional Stored Material shall, unless otherwise agreed to in writing, be deemed to be held under the same terms and conditions as the Stored Material.

**I.2. ACCESS TO STORED MATERIAL** -

- a. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representative. Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, or in writing.
- b. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, extreme weather or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
- c. The Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.
- d. Client's Authorized Representatives shall have the right at reasonable times and upon reasonable notice to examine the records and/or media and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.
- e. The Company shall not be liable for damage to Client materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section III.
- f. The Company shall have no liability to Client by granting access to any Records to any person authorized under this Section, unless the Company receives prior notice revoking the authorization.

## **I.4. DISPOSAL OF RECORDS**

**I.4.1. FACTA** - This Agreement adopts the standard of proper disposal set forth in the Federal Trade Commission's Rule, "Disposal of Consumer Report Information and Records" (16 CFR Part 682), hereinafter referred to as the "FTC Disposal Rule", (Schedule C). At the time of signing this Agreement Client shall sign, or designate an Authorized Representative of the Client to sign a copy of the attached Fair and Accurate Credit Transactions Act ("FACT Act" or "FACTA") Affidavit (Schedule C).

**I.4.2. PROCEDURE** - Upon written instruction from the Client's Authorized Representative, the Company may facilitate proper disposal of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such written notice. The Company shall facilitate such proper disposal in accordance with the FTC Disposal Rule requirements in effect at the time of the final disposition by means of shredding at the rates set forth in Schedule A.

**II. RATES** - Client agrees to pay Company for its services according to the attached Information Management and Document Destruction Fee Schedule (Schedule A). Fees may increase, and will be accepted by Client up to three percent per year (3%). Monthly storage/retention charges shall be due in advance. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to Schedule A. Company reserves the right to request amendment of Schedule A in the event of an unexpected and severe increase in vendor-driven operating expenses which are beyond the control of Company. Additional service charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Client fails to pay the charges when due, Client shall be liable for late charges at the rate of 5% per annum.

## **III. LIMITATIONS OF LIABILITY**

**III.1. STORED MATERIAL** - The Company shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this Agreement. Company's liability if any, for loss damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$2.00 per carton, cubic foot, container, X-ray, disk, tape, disk pack or hard drive which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in Section I.3. In such case, Company liability shall be limited to the amount of the excess valuation per carton, cubic foot, container, X-ray, disk, tape, disk pack or hard drive. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the Stored Material. The Company accepts no liability for the deterioration of media in storage. Client shall cause its insurers of deposits to waive any right of subrogation against the Company.

**III.2. CLAIMS FOR LOSS** - Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than one hundred eighty (180) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.

**III.3. COMMON CARRIER** - Although some ancillary transportation may be furnished in connection with the delivery and pickup of Stored Material and other services, the Company is not and shall not be deemed a contract or common carrier, and the limitations on liability and claims procedure in this Agreement shall apply to any such ancillary transportation services.

## **IV. TERM AND EXPIRATION**

**IV.1. TERM AND RENEWAL** - The Initial Term of this Agreement shall commence on the effective date of the Agreement and continue for six (6) consecutive years. Upon the expiration of the Initial Term, the term may be extended and renewed for successive periods of one year each (a "Renewal Term"). The Initial Term or any successive Renewal Term shall expire unless Client gives written notice to Company, at least thirty (30) days in advance of the expiration of the Initial Term or Renewal Term, of its intent to extend and renew the term for a one-year period. Unless Client gives such notice, this Agreement shall expire at the end of the then current term. Client shall provide Company with an address for delivery of the

Stored Materials at least thirty (30) days prior to expiration.

Upon expiration of this Agreement, Client shall promptly return any property belonging to Company (such as keys, containers, etc.) and Company shall remove and deliver all Stored Material and other property in Company's possession or Premises, at Client's expense, to Client at Client's designated address.

#### **IV.2. TERMINATION**

**IV.2.1. WITHDRAWAL OF STORED ITEMS** – If substantially all of the Stored Items are withdrawn from storage prior to expiration of the then current term, this withdrawal will be considered a Termination.

**IV.2.2. TERMINATION BY CLIENT** – If Client determines, in its sole discretion, that Termination is in the best interests of the Client, the Client may terminate this Agreement upon giving thirty (30) days written notice by certified mail to the Company. Client shall provide to Company with the notice of intent to terminate an address for delivery of the Stored Materials.

**IV.2.3. PROCEDURE** – In the event of termination of this Agreement, all amounts due for services rendered and storage fees through the effective Initial or Renewal Term shall become due and payable in accordance with Schedule A. Upon termination of this Agreement, Client shall promptly return any property belonging to Company (such as keys, containers, etc.) and Company shall remove and deliver all Stored Material and other property in Company's possession or Premises, at Client's expense, to Client at Client's designated address.

#### **V. DEFAULT**

**V.1.** The occurrence of any one or more of the following events shall constitute a default. Events of Default are as follows:

- a. Failure to pay any sum due hereunder within thirty (30) days of invoice date;
- b. Breach of any provisions of this Agreement;
- c. Company fails to deliver services to Client as set forth herein; or
- d. Either party becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.

**V.2.** Upon the occurrence of any of the Events of Default, Company or Client, as applicable, at their sole option may exercise any or all of the following remedies:

- a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the Client.
- b. Upon sixty (60) days' advance written notice to Client, demand that Client pick up the Stored Material, or deliver the Stored Material to the Delivery Address or, if none is specified, to the Client Address.
- c. Terminate this Agreement, whereupon Company or Client shall recover all damages suffered by reason of such termination by default, including reasonable attorneys' fees.

**V.3.** In the event Company or Client takes any action pursuant to this Section, it shall have no liability to Company or Client or anyone claiming through Company or Client. The exercise by Company or Client of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company or Client of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Company or Client, be exercised alternatively, successively, or in any other manner and are in addition to any of the rights provided by law. Company or Client shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

**VI. OWNERSHIP WARRANTY** - The Client warrants that it is the owner or legal custodian of the Stored Material, or otherwise has full authority to store or destroy said record material in accordance with the terms of this Agreement. Client shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy or store such materials in the event of a dispute concerning the handling of the materials provided by Client to Company.

**VII. INDEMNIFICATION** - Unless caused by the negligence of the Company or its agents, employees, or subcontractors, the Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost, or expense, including reasonable attorneys' fees, that the Company may suffer or incur as a result of claims, demands, costs, or judgments against it arising out of services under this Agreement.

## **VIII. RULES AND RESPONSIBILITIES**

**VIII.1. OPERATING PROCEDURES** - The Client agrees to comply with the attached Schedule B - Standard Storage and Operating Procedures.

**VIII.2. RIGHT TO RELY ON INSTRUCTIONS** - Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Client's employees or any employee of Client's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

**VIII.3. COMPLIANCE WITH CONTRACTS, LAWS AND REGULATIONS** - Client shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

**VIII.4. COOPERATION AND ASSISTANCE** - Client shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Client's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

**VIII.5. DISALLOWED ITEMS** - The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Client agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense and further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.

**VIII.6. MATERIAL VARIANCES TO DESCRIPTIONS** - Itemized lists or descriptions of contents of materials submitted by the Client to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Client.

**VIII.7. ACCEPTANCE** - In the absence of an executed Agreement, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this Agreement.

**VIII.8. INVENTORY SHORTAGE** - Unless the Company is contracted by the Client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under Section III, above.

**IX. CONFIDENTIALITY** - The Company shall exercise the same degree of care in safeguarding Stored Material entrusted to it by Client which a reasonable and careful Company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section III above. Company shall not access Client's records without express authorization from an Authorized Representative. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is

prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, for such compliance.

**X. DISPUTE RESOLUTION** - Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored Material, the same shall be finally resolved by binding arbitration within the City of Kennewick, Benton County, Washington, conducted by the American Arbitration Association before a panel of one arbitrator pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear one-half (½) of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by any court of competent jurisdiction. During any arbitration proceedings, Company shall continue to provide Services, and Client shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

## **XI. MISCELLANEOUS**

**XI.1. ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between Company and Client with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by Client and Company. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. The term "Agreement" as used herein shall be deemed to include all such schedules. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires.

**XI.2. BINDING NATURE AND ASSIGNMENT** - This Agreement shall be binding on the parties and their respective successors and assigns. Company shall have the right of assignment to successor with one hundred eighty (180) days' prior written notification to Client.

**XI.3. INVALIDITY** - Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be constructed in accordance with the laws of Washington State without giving effect to its conflict of laws or principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in Washington State. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof.

**XI.4. FORCE MAJEURE** - Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

**XI.5. RELATIONSHIP OF PARTIES** - Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

**XI.6. EXCLUSIVITY** - Client agrees to retain Company on an exclusive basis at all facilities covered by this Agreement for the term of this Agreement.

**XI.7. NOTICES** - All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting.

**XI.8 PUBLIC RECORDS ACT** - Company hereby acknowledges that the Client is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, Company understands that to the extent a proper request is made, the Client may be required by virtue of that Act to disclose any records related to this

Contract actually in its possession or in Company's possession. This may include records that Company might regard as confidential or proprietary. To the extent that Company provides any records to the Client that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Company also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of Client's release of records covered under the Public Records Act. Client agrees to take all reasonable steps to notify Company in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Company as confidential or proprietary, so that Company may seek a judicial order of protection if necessary.

**IN WITNESS WHEREOF**, each of the parties have caused this Agreement to be executed by their duly constituted legal representatives as of the Effective Date first set forth above. Upon execution, this Agreement replaces any and all agreements between Company and Client for the same services.

By \_\_\_\_\_

Signature \_\_\_\_\_

Benton County Commissioner

Mailing/Billing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

CI Information Management Services

By Jeff Thompson  
Signature

Jeff Thompson, Director of Operations  
Title

9-14-16  
Effective Date

Approve as to form [Signature]  
Benton County Prosecutor

By RICK MILLER  
[Signature]

Signature \_\_\_\_\_

Franklin County Commissioner

**Franklin County Commissioners**  
**1016 North 4th Avenue**  
**Pasco WA 99301**

Mailing/Billing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Approve as to form \_\_\_\_\_  
Franklin County Prosecutor

THIS IS A SIX PAGE SERVICE AGREEMENT WITH THREE (3) REQUIRED ATTACHMENTS: SCHEDULE A - INFORMATION MANAGEMENT AND DOCUMENT DESTRUCTION SERVICE RATES; SCHEDULE B- STANDARD STORAGE & OPERATING PROCEDURES; SCHEDULE C-"FACT ACT" AFFIDAVIT AND APPENDIX.

THREE (3) OPTIONAL ATTACHMENTS: SCHEDULE D - GRAMM-LEACH-BLILEY ACT (GLBA); SCHEDULE E-BUSINESS ASSOCIATE AGREEMENT (HIPAA); AND SCHEDULE F-MEDIA STORAGE AND SERVICE RATES; AND AS SUCH BECOME AN INTEGRAL PART OF THIS SERVICE AGREEMENT.

# CI Information Management and Document Destruction Fee Schedule

## Schedule 'A'

### Benton and Franklin Counties Crisis Response      Date 8/22/2016

Code	Description	Fee
ADF	Add Document to Existing File	\$4.00
ANF	Add New File to Existing Cont	\$4.00
ARI	Admin Removal/Deletion from Locator System	\$2.50
BX1	Purchase Std LLT Cont	\$2.50
CPY	Photocopy Per Page	\$1.00
CRF	Client Pick Up File/Tape 8a-5p	\$10.00
CTR	Client Pick-Up Cont 8a-5p	\$10.00
CVR	Client Viewing Room Rental (per hour)	\$10.00
DBS	Shredding Destruction (per cu ft)	\$2.32
DPL- ZONE 1	Del/Pick Up Lrg Truck (71-480 cf)	\$100.00
DPL- ZONE 2	Del/Pick Up Lrg Truck (71-480 cf)	\$200.00
DPL- ZONE 3	Del/Pick Up Lrg Truck (71-480 cf)	\$275.00
DPL- ZONE 4	Del/Pick Up Lrg Truck (71-480 cf)	\$375.00
DPL- ZONE 5	Del/Pick Up Lrg Truck (71-480 cf)	\$475.00
DST	Retrieval of Cont. for Certified Dest.(per cu ft)	\$2.92
FAX	Facsimile Per Page	\$1.00
FFC	File Found In Chart	\$1.00
FNF	File Not Found	\$3.50
FRC	File Retrieval	\$3.00
IBI	Initial Box Intake/Data Entry (per cu ft)	\$2.08
IF1	Index File 1-3 Fields	\$0.50
IF2	Index File 4-6 Fields	\$0.75
IF3	Index File 7+ Fields	\$1.00
LID	Replace Unstable Lid	\$1.50
MIN	Stg Cont- Min Monthly	\$25.00
MLR	Misc Labor Charge/ Hr	\$40.00
OSB	Convert Open Shelf Files to Boxes (+carton)	\$3.00
PRF	Perm Remove File to Client	\$4.00
PRM	Perm Remove Container (per cu ft)	\$2.92
PRR	RUSH Perm Remove File (Within Normal Business Hours)	\$8.00
RBA	Cont Retrieval EMERGENCY AFTER HOURS (per cu ft)	\$22.92
RBR	RUSH Cont Retrieval 8a-5p (per cu ft) (Within Normal Business Hours)	\$3.75
RFA	File Retrieval EMERGENCY AFTER HOURS	\$70.00
RFR	RUSH File Retrieval 8a-5p	\$8.00
RFX	RUSH Fax per page (Within Normal Business Hours)	\$2.00
RNF	RUSH File Not Found (Within Normal Business Hours)	\$11.00
ROD	RUSH Scan on Demand per page (\$18 minimum up to 100 pgs- then \$0.18 a page)	\$0.18
RTF	File Refiled	\$4.00
RTN	Container Returned to Shelf (per cu ft)	\$2.08
RUC	Repack Unstable Cont (+ carton cost)	\$6.00
SCR	Stnd Cont Retrieval (per cu ft)	\$2.08
SOD	Scan on Demand per page (\$12 minimum up to 100 pgs- then \$ 0.12 a page)	\$0.12
SR1	Stg Cont- Std (1.2 cu ft)	\$0.35
SR2	Stg Cont - LLT (2.4 cu ft)	\$0.35
SR3	Stg Cont -Legal (3.6 cu ft)	\$0.35
SR6	Stg Cont - Odd Size/Quote (cu.ft.) (get measurements)	

# CI Information Management and Document Destruction Fee Schedule

## Schedule 'A'

### Benton and Franklin Counties Crisis Response      Date 8/22/2016

Code	Description	Fee
SSF	Special Shipping Fee (+ postage)	\$5.00
SSR	Search Fee-Per Special Request	\$9.00
STR	Staircase Charge per Trip with 1.2 cu ft box	\$1.00
TFS	Fuel Surcharge	\$1.20
TR1	Handling Each Add'l Item (files each) (each 1.2 cu ft container)	\$1.25
TR2	Handling Each Add'l Item (each 2.4 cu ft container)	\$2.50
TR3	Handling Each Add'l Item (each 3.6 cu ft container)	\$3.75
TRA- ZONE 1	EMERGENCY AFTER HOURS Trip Charge	\$125.00
TRA- ZONE 2	EMERGENCY AFTER HOURS Trip Charge	\$250.00
TRA- ZONE 3	EMERGENCY AFTER HOURS Trip Charge	\$375.00
TRA- ZONE 4	EMERGENCY AFTER HOURS Trip Charge	\$525.00
TRA- ZONE 5	EMERGENCY AFTER HOURS Trip Charge	\$650.00
TRO- ZONE 1	Trip Charge Standard (0-70 CF)	\$19.00
TRO- ZONE 2	Trip Charge Standard (0-70 CF)	\$55.00
TRO- ZONE 3	Trip Charge Standard (0-70 CF)	\$85.00
TRO- ZONE 4	Trip Charge Standard (0-70 CF)	\$125.00
TRO- ZONE 5	Trip Charge Standard (0-70 CF)	\$175.00
TRR- ZONE 1	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$29.00
TRR- ZONE 2	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$97.00
TRR- ZONE 3	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$145.00
TRR- ZONE 4	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$245.00
TRR- ZONE 5	RUSH Trip Charge w/in 3 hrs -Normal business hours	\$325.00
TRX	Trip No Charge	\$0.00
VAD	Verify & Auth for Cert Destruction	\$1.25

Zone 1 (0-19)	Zone 2 (20-39)	Zone 3 (40-59)	Zone 4 (60-90)	Zone 5 (91-150)
Burbank	Benton City	Boardman	Pendleton	Wenatchee
Finley	Hermiston	Grandview	Selah	Ellensburg
Kennewick	Lowden	Granger	Toppenish	Leavenworth
Pasco	Prosser	Milton-Freewater	Yakima	
Richland	Touchet	Sunnyside		
West Richland	Umatilla	Walla Walla		
		Wapato		



# Benton and Franklin Counties' Department of Human Services

## Schedule 'B' - Standard Storage and Operating Procedures

### OBJECTIVE:

The purpose of this document is to provide both parties with a set of procedures and rules for our mutually successful partnership. These procedures are intended to allow us to manage the day-to-day workflow in an efficient manner so that we may provide superior customer service at a reasonable price. The ordering/authorization procedures are required as part of our commitment to manage your vital records with the highest levels of security.

### OPERATING HOURS:

1. Regular operating hours are 8:00 AM to 4:30 PM Monday through Friday.
2. Holidays are: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
3. All orders requiring retrieval and/or delivery outside of regular operating hours are subject to After Hours retrieval and/or delivery charges.

### REGULAR ORDERS:

1. Orders placed before 10:00 am will generally be delivered the next business day.

### RUSH ORDERS:

1. RUSH retrievals/deliveries will be delivered within three Operating Hours, and will be charged at RUSH retrieval and delivery rates.
2. RUSH requests that cause the 3-hour delivery window to fall outside of normal operating hours will be charged the After Hours rates.

### ORDERING:

1. Faxed requests on CIIM forms are preferred, with full details of material being requested, including container name and number or CIIM's Barcode Number as provided in your regular reports. Requests must be signed by an Authorized Individual, with the specified delivery address that has been designated by an Authorized Management Representative.
2. Telephoned requests must be followed by a faxed request, thereby generating an acceptable audit trail, preferably on an CIIM Form, if a CIIM form is not available, then faxes must be sent on company letterhead or company fax form, with all required information.
3. **All RUSH requests must be made by an Authorized Individual by a telephone call**, relating what material is being requested to assure timely receipt of the request. A confirming fax must be sent for all RUSH requests.

### AUTHORIZATIONS:

1. Orders will be processed only if requested by a Management Authorized Individual.
2. Items will only be delivered to an authorized location, and delivery receipts being signed by a Management Authorized Individual.
3. Exceptions to the authorized list will only be made with a written request on company letterhead, and signed by an Authorized Management Individual.

### STORAGE CHARGES:

1. Odd sized items (other than the standard record storage cartons) will be charged based on volume of cubic feet displacement in the storage facility, or by the linear foot.
2. Unstable Record Storage Cartons will be repacked at Client expense, at the current rate for Repacking an Unstable Container.

All files retrieved from inside cartons will be indexed by CIIM at the then current indexing fee.

Media Tapes will be retrieved from inside containers only if CIIM has previously indexed the tapes in the container.

**Any exceptions to these rules and procedures shall be noted below and signed by the same individual that signed the *Information Management Agreement*.**

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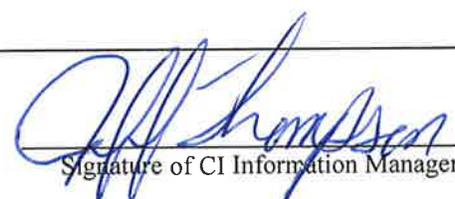
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 Signature of Client

  
 Date

  
 Signature of CI Information Management

# Benton and Franklin Counties' Department of Human Services

## Schedule 'C' - Fair and Accurate Credit Transactions Act ("FACT Act" or "FACTA") Affidavit

This affidavit is designed to facilitate compliance with the rule of the Federal Trade Commission, "Disposal of Consumer Report Information and Records" (16 CFR Part 682), hereinafter referred to as the "FTC Disposal Rule". The initial FTC Disposal Rule is attached as an appendix to this affidavit. Any future amendments to this rule's duties and obligations are automatically incorporated in the definition of "FTC's Disposal Rule". The FTC Disposal Rule was promulgated pursuant to the FACT Act, and it sets for the standard for proper disposal as follows:

"Any person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal." 16 CFR § 682.3(a)

"'Consumer information' means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data." 16 CFR § 682.1(b)

In signing this attachment to the Service Agreement, **Benton and Franklin Counties' Department of Human Services** ("THE CLIENT") acknowledges that *CI Information Management* has made THE CLIENT aware of its obligation to properly dispose of "consumer information".

In order to facilitate compliance with the FACT Act, THE CLIENT hereby certifies that its records and information materials provided to *CI Information Management* for offsite information management on \_\_\_\_\_ [date] ("Stored Material") comply with one of the following conditions indicated below:

\_\_\_\_\_ I hereby certify that **NO** Stored Material contains any "consumer information" as defined in 16 CFR § 682.1(b).

KS  
\_\_\_\_\_ I hereby certify that **all** Stored Material which contains "consumer information" as defined in 16 CFR § 682.1(b) has been identified clearly. **THE CLIENT** further directs *CI Information Management* to facilitate proper disposal of all identified "consumer information" at its final disposition date, in accordance with the FTC Disposal Rule.

\_\_\_\_\_ I hereby certify that, because it is not known whether all Stored Material does or does not contain "consumer information" as defined by 16 CFR § 682.1(b), **THE CLIENT** directs *CI Information Management* to facilitate proper disposal of all information owned by **THE CLIENT** for which *CI Information Management* is custodian at its final disposition date, in accordance with the FTC Disposal Rule.

I, the undersigned, certify that I have read the information contained in this Addendum to the Service Agreement and have informed *CI Information Management* of the true condition of the records owned by **THE CLIENT**.

Representing **THE CLIENT**,

Kyle Sullivan  
Name (Signature)

Kyle Sullivan  
Name (Print)

Administrator  
Title

9/15/16  
Date

## Appendix

### 16 CFR Part 682—Disposal of Consumer Report Information and Records

#### § 682.1 Definitions.

(a) In general. Except as modified by this part or unless the context otherwise requires, the terms used in this part have the same meaning as set forth in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

(b) "Consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.

(c) "Dispose", "disposing", or "disposal" means:

- (1) The discarding or abandonment of consumer information, or
- (2) The sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

#### § 682.2 Purpose and scope.

(a) Purpose. This part ("rule") implements section 216 of the Fair and Accurate Credit Transactions Act of 2003, which is designed to reduce the risk of consumer fraud and related harms, including identity theft, created by improper disposal of consumer information.

(b) Scope. This rule applies to any person over which the Federal Trade Commission has jurisdiction, that, for a business purpose, maintains or otherwise possesses consumer information.

#### § 682.3 Proper disposal of consumer information.

(a) Standard. Any person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.

(b) Examples. Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with the rule in this part.

(1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed.

(2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.

(3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule. In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.

(4) For persons or entities who maintain or otherwise possess consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (b)(1) and (2) of this section.

(5) For persons subject to the Gramm-Leach-Bliley Act, 15 U.S.C. 6081 et seq., and the Federal Trade Commission's Standards for Safeguarding Customer Information, 16 CFR part 314 ("Safeguards Rule"), incorporating the proper disposal of consumer information as required by this rule into the information security program required by the Safeguards Rule.

#### § 682.4 Relation to other laws.

Nothing in the rule in this part shall be construed:

- (a) To require a person to maintain or destroy any record pertaining to a consumer that is not imposed under other law; or
- (b) To alter or affect any requirement imposed under any other provision of law to maintain or destroy such a record.

#### § 682.5 Effective date.

The rule in this part is effective on June 1, 2005.

# Benton and Franklin Counties' Department of Human Services

## Schedule 'E' – Business Associate Addendum to Information Management Service Agreement – “HIPAA”

This Addendum to the Information Management Service Agreement (“Addendum”) dated September 30, 2016, is made a part of the Information Management Service Agreement, including the Schedules (exhibits) thereto, executed between **CI Information Management** and **Benton and Franklin Counties' Department of Human Services** on September 30, 2016 (“Agreement”). Any inconsistency between the Agreement and this Addendum shall be governed by this Addendum.

### Section I. Definitions

- a. Breach. “Breach” shall have the same meaning as the term "breach" in 45 CFR § 164.402.
- b. Business Associate. "Business Associate" shall mean CI Information Management.
- c. Covered Entity. "Covered Entity" shall mean **the Benton and Franklin Counties' Department of Human Services** (CUSTOMER).
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" or “PHI” shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Security Rule. ‘Security Rule’ shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part164, subparts A and C).
- j. Storage and Service Agreement. Prior agreement signed between Covered Entity and Business Associate in which the Business Associate regularly Uses and/or Discloses protected health information in its performance of services for the Covered Entity.
- k. Unsecured Protected Health Information. “*Unsecured Protected Health Information*” means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the Use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111–5 .

Capitalized terms Used but not otherwise defined in this Addendum shall have the same meaning as ascribed to those terms in 45 *CFR* Parts 160 and 164.

### Section II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Addendum, the Information Management Service Agreement and the HITECH Act, or as Required by Law. Business Associate may Use and Disclose Covered Entity’s PHI only if such

Use or disclosure is in compliance with each applicable requirement of the Privacy Rule's Business Associate Contract standard [sec. 164.504(e)].

- b. Business Associate agrees to Use appropriate safeguards to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Addendum or the Information Management Service Agreement or to carry out other legal responsibilities of Business Associate.
- c. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Privacy Rule, Security Rule, and HITECH Act.
- d. Business Associate recognizes that, as of February 18, 2010, the administrative, physical, and technical standards and implementation specifications of the Security Rule apply to Business Associate in the same manner that they apply to Covered Entity.
- e. Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Addendum or the Information Management Service Agreement of which it becomes aware. Such notice shall be given promptly, and in any event within the timeframe required by 45 CFR 164.410.
- f. Business Associate shall, following the discovery of a Breach, notify the Covered Entity of such breach promptly and in any event within sixty (60) days after the Breach was discovered or should have been discovered. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or Disclosed during such breach if Business Associate knows such information.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same privacy and security restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- h. If PHI is in a Designated Records Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner agreed by both parties, to Protected Health Information in such Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- i. If PHI is in a Designated Records Set, Business Associate agrees to make any amendment(s) to Protected Health Information in such Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed by both parties.
- j. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity, in time and manner consistent with terms in the Information Management Service Agreement, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.
- k. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner consistent with the terms of the Information Management Service Agreement or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, or the HITECH Act.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner consistent with the terms and conditions of the Information Management Service Agreement, information collected in accordance with Section II of this Addendum, to permit Covered Entity to respond to a

request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

### Section III. Permitted Uses and Disclosures by Business Associate

#### General Use and Disclosure Provisions

a. Services

Business Associate provides services for Covered Entity that involve the Use and Disclosure of Protected Health Information, which services are described in the Information Management Services Agreement. Except as otherwise specified herein, the Business Associate may make any and all Uses of Protected Health Information necessary to perform its obligations as set forth in the Information Management Service Agreement. Additionally, Business Associate may Disclose Protected Health Information for the purposes authorized by this Addendum only (a) to its employees, subcontractors and agents, in accordance with Section I-VI, or (b) as directed by the Covered Entity, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule or HITECH Act.

#### Section IV. Specific Use and Disclosure Provisions

Except as otherwise limited in this Addendum, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- a. Except as otherwise limited in this Addendum, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b. Except as otherwise limited in this Addendum, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

#### Section V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or disclosure of Protected Health Information.
- c. Covered Entity will not ask the Business Associate to undertake any acts inconsistent with the Security Rule, the Privacy Rule or the HITECH Act.
- d. Covered Entity agrees to provide Business Associate with information about Disclosures requested by individuals.
- e. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, and the HITECH Act to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

## Section VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Security Rule, Privacy Rule or the HITECH Act if done by Covered Entity unless these activities are permitted under Section IV of this Addendum. Covered Entity shall reimburse Business Associate for any damages, costs, fines or penalties incurred by reason of actions taken by Business Associate pursuant to Covered Entity instructions that are in breach of this provision.

## Section VII. Term and Termination

- a. Term. The Term, Termination, and Effects of Termination of this Addendum shall be the same as the terms and conditions identified in the Information Management Service Agreement. The obligations of Business Associate shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Information Management Service Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate:
  1. Covered Entity must first provide a reasonable opportunity, in no case less than 60 days, for Business Associate to cure the breach or, at the discretion of Business Associate, end the violation and terminate this Addendum, subject to the remainder of the terms of the Information Management Service Agreement;
  2. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity and by this section, the Covered Entity may immediately terminate this Addendum, subject to the remainder of the terms of the Information Management Service Agreement; or
  3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
  1. Except as provided in the Information Management Service Agreement and subsection (c)(2) of this Section VII, upon termination of this Addendum and the Information Management Service Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity's acceptance that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall be entitled to compensation for continued maintenance of Protected Health Information as provided for in Schedule B of the Information Management Service Agreement.

## Miscellaneous

- a. Regulatory References. A reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and regulations issued thereunder, unless such requirements would be not commercially reasonable or would cause a Party to be out of compliance with its legal obligations.
- c. Survival. The respective rights and obligations of Business Associate under this Section VII, "Term and Termination," of this Addendum shall survive termination of this Addendum.
- d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule and the HITECH Act.

Signature: Kyle Sullivan

Signature: Jeff Thompson

Name: Kyle Sullivan

Name: Jeff Thompson

Title: Administrator  
Benton/Franklin Co.

Title: Director of Operations

Company: Department of Human Services

Company: Columbia Industries, LLC

Date: 9/15/16

Date: 9-14-16

f. Lease Assignment w/Ardell and Sue Curtis Survivor's Trust & Our Lady of Lourdes Hospital

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b> September 21<sup>th</sup>, 2016</p> <p><b>Subject:</b>  <u>Lease Assignment between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003, Benton Franklin Department of Human Services, and Our Lady of Lourdes Hospital at Pasco.</u></p> <p><b>Prepared by:</b> Deena Horton, Admin Assist-DHS</p> <p><b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS</p>	<p>Execute Lease Assignment <input checked="" type="checkbox"/></p> <p>Pass Resolution <input checked="" type="checkbox"/></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>	<p>Consent Agenda <input checked="" type="checkbox"/></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services is assigning this lease to Our Lady of Lourdes at Pasco doing business as Lourdes Counseling Center effective midnight September 30th, 2016. Benton and Franklin Counties Department of Human Services is also assigning all of the property located in the premises as described and set forth in exhibit A.

**COORDINATION**

Ryan Lukson, BCPA  
Tim Dickerson, FCPA  
Kyle Sullivan, DHS

**SUMMARY**

**Award:**  
**Period:**  
**Funding Source:**

**RECOMMENDATION**

- Approve the Resolution and sign the Lease Assignment that assigns the lease to Our Lady of Lourdes at Pasco and assign all property located in the premises as described and set forth in exhibit A.

**FISCAL IMPACT**

There is no impact on the current expense budget.

**MOTION**



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. 2016 368

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

**IN THE MATTER OF EXECUTING AN ASSIGNMENT OF THE LEASE AGREEMENT BETWEEN  
ARDELL AND SUE CURTIS SURVIVOR'S TRUST U/A/D APRIL 2, 2003 AND BENTON AND  
FRANKLIN COUNTIES ON BEHALF OF BENTON-FRANKLIN COUNTIES  
DEPARTMENT OF HUMAN SERVICES FOR BENTON AND FRANKLIN COUNTIES  
CRISIS RESPONSE UNIT AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Benton County Commissioners approved by Resolution No. 2014-133 and Franklin County Commissioners approved by Resolution No. 2014-042, the Lease Agreement between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003 and Benton and Franklin Counties on behalf of Benton-Franklin Counties Department of Human Services for the Benton and Franklin Counties Crisis Response Unit; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services is assigning this lease to Our Lady of Lourdes located in Pasco, Washington and doing business as Lourdes Counseling Center effective midnight September 30<sup>th</sup>, 2016; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services is assigning all of the property located in the premises as described and set forth in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, the Chairman of the Board of Benton County Commissioners and Chairman of the Board of Franklin County Commissioners are authorized to sign on behalf of their respective county, the attached Assignment of the Lease Agreement between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003 and Benton and Franklin Counties on behalf of Benton-Franklin Counties Department of Human Services for Benton and Franklin Counties Crisis Response Unit assigning the lease to Our Lady of Lourdes located in Pasco, Washington and doing business as Lourdes Counseling Center effective midnight September 30, 2016; and

**BE IT FURTHER RESOLVED**, Benton and Franklin Counties Department of Human Services assigns all property located in the premises as described and set forth in exhibit A; and

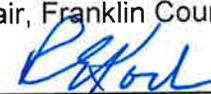
Dated this . . . . day of . . . . ., 2016

Dated this 21 day of September . . ., 2016

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

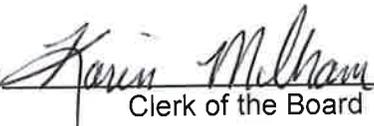
\_\_\_\_\_  
Chair, Pro Tem

  
\_\_\_\_\_  
Chair, Pro Tem

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

Brad Peck - Absent  
\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

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

Attest:   
Clerk of the Board

## LEASE ASSIGNMENT

This assignment of lease is entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the Benton Franklin Department of Human Services with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter "Assignor") and Our Lady of Lourdes Hospital at Pasco, a not-for-profit corporation d/b/a/ Lourdes Counseling Center, with its principal offices at 520 N. 4th Avenue, Pasco, WA 99301 (hereinafter "Assignee), and Ardell and Sue Curtis Survivor's Trust u/a/d/ April 2, 2003 (hereinafter "Landlord").

By a certain lease dated May 1, 2014, referenced as Benton County Resolution 2014-133 and Franklin County Resolution 2014-042 (hereinafter the "Lease"), Landlord leased to Assignor as Tenant the premises described in Exhibit A of the Lease located at the physical address of 500 North Morain Street, Suites 1250 and 1205, Kennewick Washington 99336 (hereinafter "Premises"). A copy of the Lease is attached as Exhibit A.

Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as tenant under the Lease, with the consent of Landlord.

Therefore, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby assigns the Lease and all of its rights, title and interest thereunder to Assignee. Assignee hereby accepts such assignment in consideration for fifty thousand dollars (\$50,000) due upon execution of this assignment of all parties, as well as all Assignor's property located in the Premises as described and set forth in Exhibit B. Assignee shall have all of the rights of Assignor under the Lease including, without limitation, any option to renew or extend the Lease.
2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants and conditions of the Lease, including the payment of rent and any other required amounts to Landlord, effective midnight September 30, 2016.
3. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises after the date hereof.
4. Assignee shall not assign the Lease any further or sublet all or any portion of the Premises without the prior written consent of Landlord, except that Assignee may freely assign the Lease or delegate all or part of its obligations to any affiliate of Assignee or successor in interest without consent of the Landlord. For the avoidance of doubt, the Landlord's consent is not required for an assignment of the Lease in connection with a sale or other disposition of substantially all of the assets of Assignee or a subsequent sale by Assignee's successor in interest. Without limiting the foregoing and notwithstanding the provisions of Section 10 of the Lease, Landlord acknowledges and expressly consents to an assignment of the Lease by Assignee to Regional Care Hospital Partners Holdings, Inc., or an affiliate.

5. Section 7 of the Lease is hereby amended to including the following language as Section 7.6: "Tenant may satisfy any of its insurance requirements of this Section 7 via the Self Insurance Program of Tenant or Tenant's affiliate, Ascension Health."

6. Section 13.3 of the Lease is hereby amended to delete the final sentence of said Section and replace it with the following: "Without implying consent to any use not included in Section 1.7, Tenant shall not undertake a different use other than is permitted in Section 1.7 without the consent of Landlord."

7. Except as specifically modified herein, the Lease will continue in full force and effect.

8. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

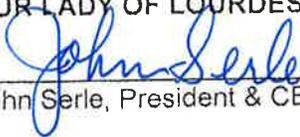
9. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment. The parties agree that for purposes of this Assignment, delivery via facsimile or other electronic transmission of an executed signature page shall be as effective as delivery of a manually signed signature page to this Assignment.

CONSENT OF LANDLORD:

Landlord hereby consents to the above Assignment and releases Assignor from all obligations and liabilities arising under the Lease effective midnight September 30, 2016.

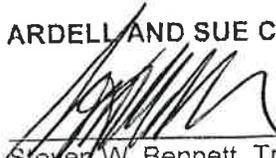
The parties herein agree to the terms and conditions of this Lease Assignment effective midnight September 30, 2016.

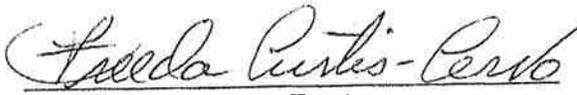
OUR LADY OF LOURDES HOSPITAL

  
\_\_\_\_\_  
John Serle, President & CEO

Date: 9-20-16

ARDELL AND SUE CURTIS SURVIVOR'S TRUST

  
\_\_\_\_\_  
Steven W. Bennett, Trustee

  
\_\_\_\_\_  
Freeda Curtis-Cervo, Trustee

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

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

DATED at Prosser, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

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

9-20-16  
\_\_\_\_\_  
Date

DATED at Pasco, Washington, this 21 day of September, 2016.

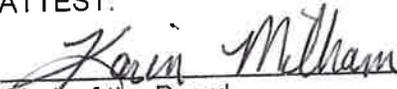
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

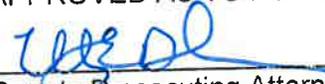
  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member **Brad Peck - Absent**

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

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

9-20-16  
\_\_\_\_\_  
Date

**Exhibit A**

**JOINT RESOLUTION**

**2014 133**

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. 2014 042

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

**RE: In the matter of executing a lease agreement between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003 and Benton and Franklin Counties on behalf of Benton-Franklin Counties Department of Human Services for the Benton and Franklin Counties Crisis Response Unit and other matters related thereto**

**WHEREAS**, on September 17, 2013 the Benton County Board of County Commissioners signed Benton County Resolution No. 2013-656 approving the lease between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003; Landlord and Benton and Franklin Counties Department of Human Services: Tenant for the Benton and Franklin Counties Crisis Response Unit; and

**WHEREAS**, the Board of Franklin County Commissioners declined to sign the lease; and

**WHEREAS**, on January 15, 2014 the Board of Benton County Commissioners and the Board of Franklin County Commissioners held a Bi-County Meeting to discuss the lease agreement. Both the Board of Benton County Commissioners and the Board of Franklin County Commissioners agreed to approve the Lease Agreement between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003 and Benton and Franklin Counties on behalf of Benton-Franklin Counties Department of Human Services for the Benton and Franklin Counties Crisis Response Unit; and

**WHEREAS**, Benton Franklin Department of Human Services currently leases property from Bassett/Sonju J/V located at 2635 West Deschutes Avenue, Kennewick, WA for the Benton and Franklin Counties Crisis Response Unit; and

**WHEREAS**, Ed Thornbrugh, Administrator of Benton Franklin Department of Human Services, believes that it is in the best interest of both Counties to have the Benton and Franklin Counties Crisis Response Unit move from their current location to the location of the lease agreement property at 500 North Morain Street, Building 1, Suites 1250 and 1205, Kennewick, Washington 99336; NOW, THEREFORE,

**BE IT RESOLVED**, the fixed minimum rent shall be subject to a consumer price index adjustment applied each year throughout the term of the Lease. The base month shall be the month the Lease first starts. The adjustment shall be calculated upon the year over year percentage change in the United State Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all items, not to exceed 3%; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the attached Lease Agreement between Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003 and Benton and Franklin Counties on behalf of Benton-Franklin Counties Department of Human Services for the Benton and Franklin Counties Crisis Response Unit for a Base Rent amount of \$9,862.88 per month. After the first year a yearly Consumer Price Index adjustment will be applied throughout the term of the Lease; and

**BE IT FURTHER RESOLVED**, the term to the attached Lease Agreement will commence May 1, 2014 and shall expire April 30, 2021; and

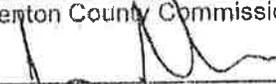
**BE IT FURTHER RESOLVED**, that Benton County Resolution No. 2013-656 is hereby rescinded.

Lease Agreement between:  
Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003: Landlord  
and Benton and Franklin Counties Department of Human Services: Tenant  
for Benton and Franklin Counties Crisis Response Unit

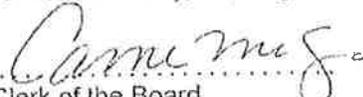
Page Two

Dated this 16. day of Feb., 2014

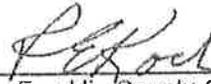
  
Chair, Benton County Commissioners

  
Chair, Pro Tem

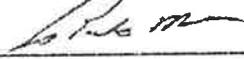
SHON SMALL - ABSENT  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

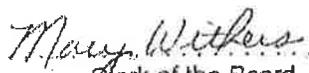
Attest:   
Clerk of the Board

Dated this 29. day of January, 2014

  
Chair, Franklin County Commissioners

  
Chair, Pro Tem

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

Attest:   
Clerk of the Board

2014 042

## LEASE AGREEMENT

Ardell and Sue Curtis Survivor's Trust u/a/d April 2, 2003: Landlord

This Lease Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336: Tenant

Lease Commencement Date: May 1, 2014

COMMERCIAL LEASE  
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#### COMMERCIAL LEASE

In consideration of the mutual promises of the parties set forth in this Commercial Lease (the "Lease"), the parties agree as follows:

#### SECTION 1                      BASIC LEASE PROVISIONS

This Section sets forth certain definitions and a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Section 1 and a provision contained in the balance of the Lease, the latter shall control.

- 1.1 Name of Landlord: Ardell and Sue Curtis Survivor's Trust  
("Landlord") u/a/d April 2, 2003
- 1.2 Address for Notices To Landlord: 500 North Morain Street, Suite 1301  
Kennewick, WA 99336  
  
With a copy to: Steven W. Bennett  
3165 East Millrock Drive, Suite 500  
Salt Lake City UT 84121  
Phone: 801-438-2000  
Facsimile: 801-438-2050
- 1.3 Address for Rent Payments: P.O. Box 6841  
Kennewick, WA 99336
- 1.4 Name of Tenant ("Tenant") and Address of Premises: Benton Franklin Department of Human Services  
500 North Morain Street, Building 1, Suites 1250 and 1205  
Kennewick, WA 99336
- 1.5 Address for Notices to Tenant: Benton Franklin Department of Human Services  
500 North Morain Street, Building 1, Suites 1250 and 1205  
Kennewick, WA 99336  
Phone: 509-783-5824  
Facsimile: 509-783-5981
- 1.6 Trade Name Under Which Tenant Will Operate at Premises: Benton and Franklin Counties Crisis Response Unit
- 1.7 Business to Be Conducted By Tenant At Premises: General office use, uses related to a Behavioral Health Clinic, Community Outreach programs and related uses.
- 1.8 Floor Area Of Premises: Approximately 6,771 square feet
- 1.9 Lease Term (the "Term") 84 months
- 1.10 Lease Dates:
  - 1.10.1 Delivery of Possession Date: May 1, 2014

- 1.10.2 Commencement Date: May 1, 2014
- 1.10.3 Base Rent  
Commencement Date: May 1, 2014
- 1.10.4 Estimated Percentage Rent  
Commencement Date: N/A
- 1.10.5 Estimated Additional Rent  
Payment Commencement Date: N/A
- 1.10.6 Expiration Date: April 30, 2021
- 1.11 Base Rent: \$9,862.88 per month.
- 1.12 Base Rent Increase: The fixed minimum rent shall be subject to a consumer price index adjustment applied each year throughout the term of this Lease. The base month shall be the month the Lease first starts. The adjustment shall be calculated upon the year over year percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all items, not to exceed 3%. Tenant will be notified by Landlord each year of adjustments to the minimum rent. In no event will the new adjusted rent be lower than rental amount for the previous rental period.
- 1.13 Percentage Rent Rate: N/A
- 1.14 Tenant's Proportionate Share of Additional Rent: N/A
- 1.15 N/A
- 1.16 Minimum Hours of Operation: Mon. – Fri. 8 a.m. to 5 p.m.  
Legal Holidays N/A a.m. to N/A p.m.  
Saturdays \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.  
Sundays \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.
- 1.17 Landlord's Broker Firm: Windermere Commercial  
Individual: Rob Ellsworth
- 1.18 Tenant's Broker Firm: \_\_\_\_\_  
Individual: \_\_\_\_\_
- 1.19 Security Deposit: \$ Zero
- 1.20 Prepaid Rent: (See Section 15) N/A
- 1.21 Guarantor's Name and Address: N/A
- 1.22 Radius Restriction Area: N/A
- 1.23 Special Terms: N/A

SECTION 2

PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space located at the physical address of 500 North Morain Street, Suites 1250 and 1205, Kennewick, Washington 99336 more particularly outlined on the attached Exhibit A (the "Premises")

constructed or to be constructed by Landlord in the commercial center shown located at 500 North Morain Street Kennewick, Washington 99336 (which, together with the real property upon which the commercial center is located and all improvements attached thereto, is referred to herein as the "Center"). Tenant's lease of the Premises shall include appurtenant, nonexclusive rights to use in common with others all common areas within the Center as Landlord may designate from time to time. Landlord reserves the right to alter or relocate any common area and expand or contract the Center. Reasonable notice must be provided to Tenant and such relocation expansion or contraction shall not adversely affect Tenant's business.

SECTION 3                      TERM

The term of this Lease is set forth in Section 1.9 (the "Term"). The Term shall commence on the "Commencement Date" which shall be May 1, 2014. This Lease shall expire at midnight on April 30, 2021 (the "Expiration Date"), unless renewed by Tenant pursuant to the terms outlined herein. Tenant shall have the right to terminate the initial Lease Term at any time after thirty-six (36) months by giving Landlord six (6) months prior written notice. Upon early termination, Tenant will repay Landlord for unamortized tenant improvements. If Tenant is not in breach of this Lease, Tenant shall have the option (the "Option") to renew the Lease for one five (5) year term (the "Option Term"), which Option must be exercised by Tenant by providing written notice to Landlord, no later than 90 days prior to the Expiration Date. The Option Term shall commence immediately upon expiration of this Lease if exercised by Tenant. If Tenant breaches this Lease between the time of exercising the Option and the time of commencement of the Option Term, then the Option shall immediately expire and Tenant shall have no right to the Option Term. The Base Rent increase upon commencement of the Option Term shall be determined as provided during the Term in section 1.12. All of the terms, obligations, and conditions of this Lease applicable during the Term shall also be applicable during the Option Term and, except as set forth in this Section 3 and in Section 4.2 below, references to the Term shall also include the Option Term.

In the event that the Benton and Franklin Counties Department of Human Services be dissolved, or funding for services provided by the department at this location be terminated, the Tenant shall be able to terminate this Lease with 90 days prior written notice without penalty.

SECTION 4                      RENT

4.1              Base Rent

Throughout the Term, Tenant shall pay to Landlord, as minimum rent, the amounts set forth in Section 1.11 in accordance with the schedule set forth in Section 1.11 ("Base Rent"). Tenant shall pay Base Rent in advance on the first day of each calendar month of the Term at the address for rent payments set forth in Section 1.3, or at such other place Landlord shall designate from time to time except that Tenant shall pay the first month's Base Rent payment on the date Tenant executes this Lease.

4.2              Base Rent Increase

Base Rent shall increase during the Option Term as set forth in Section 3.

4.3              Additional Rent

N/A

4.4              Late Charges.

Tenant acknowledges that late payment of any rent or other payment required by this Lease from Tenant to Landlord will result in costs to Landlord, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Tenant fails to make any rent or other payment required by this Lease to be paid to Landlord within ten days of the date it is due, Landlord may elect to impose a late charge of five percent (5%) of the overdue payment, to reimburse Landlord for the cost of collecting the overdue payment. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.

#### 4.5 Place of Payment

All Base Rent shall be paid by Tenant to Landlord at the address set forth in Section 1.3, or at such other place as Landlord shall designate in writing, and shall be paid when and as due without offset, abatement, or deduction of any kind.

### SECTION 5                      PROVISIONS AS TO USE

#### 5.1 Permitted Use

Tenant shall use the Premises only for the purpose set forth in Section 1.7 and for no other purpose without the written consent of Landlord. The Landlord acknowledges the high risk nature of the behavioral health crisis services Tenant will be performing at the Premises.

#### 5.2 Further Covenants as to Use

5.2.1 Tenant shall comply at its expense with all applicable Laws (defined in Section 13.7), including without limitation those regarding the maintenance, operation, condition, and use of the Premises when and as required by the applicable public authority. Tenant shall not use the Premises in conflict with any Laws nor shall Tenant permit anything to be done in or about the Premises which will conflict with any Laws.

5.2.2 Tenant shall not conduct or permit any activities on Premises which shall constitute a nuisance to other tenants of the Center or that will likely increase the fire insurance rate upon the Center or otherwise cause an increase in premiums due or cancellation of any of Landlord's insurance policies. Tenant shall not permit any noise, odor, or offensive light to be emitted from the Premises and shall not commit waste of the Premises. Tenant shall use grease traps, hair interceptors, and/or other drain protection devices in all drains if required by Landlord. Tenant shall not allow the disposal of any medical waste at the Premises or in Center trash receptacles by Tenant or Tenant's employees, agents, or independent contractors.

5.2.3 Tenant shall keep the Premises clean and orderly and in accordance with a first class professional operation of Tenant's business. Tenant shall supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers, and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease.

5.2.4 Tenant shall not use any area outside of the Premises for any purpose other than those designated in writing and given by Landlord to Tenant in advance. Tenant and Tenant's agents, employees, and independent contractors are prohibited from going on the roof or penetrating the roof without written consent of the Landlord. Tenant shall not cause or permit any work or other conduct at the Premises or Center which will threaten or impair the structural integrity of the Premises or the Center.

#### 5.3 Storage: Trash; Recycling

Tenant shall not store anything outside except in such areas approved in writing, in advance, by Landlord. Tenant shall use only trash and garbage receptacles approved by Landlord. Tenant shall dispose of trash and other non hazardous materials in a manner acceptable to Landlord at Tenant's expense. Medical and/or biological waste and/or materials must be contained within appropriate clearly identified as "hazardous" receptacles, and disposed of in a manner commensurate with applicable laws and/or municipal codes at the expense of Tenant. Tenant shall comply with all recycling programs required by applicable laws or by Landlord from time to time.

## SECTION 6                      UTILITIES

Tenant shall pay for natural gas and electrical service to the Premises and shall pay for any cleaning or janitorial services for the Premises. Landlord shall not be liable for any failure or interruption of utilities or services to the Premises.

## SECTION 7                      INSURANCE; INDEMNITY

### 7.1        Public Liability Insurance

Tenant shall continuously maintain at its expense comprehensive public general liability insurance in respect of the Premises (and extending out to the edge of any sidewalk or other pedestrian area surrounding the Premises) and the conduct or operation of Tenant's business in the Premises. Coverage shall have \$1,000,000.00 minimum combined single limit coverage or its equivalent. All such insurance shall insure the performances by Tenant of the indemnity agreement set forth in Section 7.5 of this Lease and for the injury to, illness of, or death of persons and damage to property.

### 7.2        Tenant's Casualty Insurance

Tenant shall continuously maintain at its expense (a) fire and extended coverage insurance on all furnishings, leasehold improvements, fixtures, inventory and equipment located on the Premises, for the full replacement value, and (b) insurance on all plate glass on the Premises for its replacement cost. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the leasehold improvements, fixtures, inventory, equipment, and plate glass so insured.

### 7.3        Insurance Policies

All insurance policies to be carried by Tenant shall have deductibles or self-insured retentions of \$100,000.00 or less. Copies of all policies or certificates evidencing such insurance in a form acceptable to Landlord shall be delivered to Landlord by Tenant prior to Tenant's occupancy of the Premises. All policies and certificates shall bear endorsements requiring thirty day's written notice to Landlord prior to any change or cancellation.

### 7.4        N/A

### 7.5        Indemnity Obligations

7.5.1    By Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from (i) Tenant's use of the Premises or the conduct of its business, (ii) any act or omission done, permitted or suffered by Tenant in or about the premises, or (iii) any breach or default in the performance of any obligation of Tenant under the terms of this Lease, which indemnity shall include reasonable costs including, but not limited to, copying and deposition transcription and video costs and fees, attorneys' fees, paralegal fees, and expert witness fees; provided, however, that the foregoing shall not extend to any claim arising, in whole

or in part, out of the willful, reckless or negligent act or omission of, or breach of any provision of this Lease by Landlord, its agents, officers, servants, employees or contractors. In any action or proceeding brought against Landlord by reason of any claim identified hereunder, Tenant may, at its sole option, elect to assume the defense at Tenant's expense, and Tenant shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding.

7.5.2. By Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all claims arising from (i) Landlord's use of the Common Area, (ii) any act or omission done, permitted or suffered by Landlord in or about the Common Area, or (iii) any breach of any representation or warranty or default in the performance of any obligation of Landlord under the terms of this Lease, which indemnity shall include reasonable costs including, but not limited to, copying and deposition transcription and video costs and fees, attorneys' fees, paralegal fees, and expert witness fees; provided, however, that the foregoing shall not extend to any claim arising, in whole or in part, out of the willful, reckless or negligent act or omission of Tenant, or breach of any provision of this Lease by Tenant, its agents, officers, servants, employees or contractors. In any action or proceeding brought against Tenant by reason of any claim indemnified hereunder, Landlord may, at its sole option, elect to assume the defense at Landlord's expense, and Landlord shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding.

## SECTION 8                      REPAIRS, MAINTANENCE AND ALTERATIONS

### 8.1        Condition of Premises

Tenant hereby accepts the Premises in its current condition.

### 8.2        Maintenance of Premises

8.2.1 Landlord shall maintain and repair the roof, gutters, downspouts, foundation, heating, ventilation and air conditioning systems, and structure of the Premises and Center. Tenant shall provide and pay for janitorial services for cleaning and maintenance of the Premises and Tenant shall require that any contractor or agent hired to perform such services (or any other services or work at the Premises or Center performed by a contractor or agent hired by Tenant) shall carry customary and proper insurance insuring against any damage done to the Premises or the Center by the conduct of such contractor or agent or any subcontractor hired by such contractor or agent.

8.2.2 Tenant shall, at Tenant's own expense, keep the Premises in good condition and repair. Tenant, at Tenant's own expense, shall be responsible for providing janitorial services. The Landlord recognizes that as Tenant is a governmental agency, contractors will be identified through bid processes identified by law.

### 8.3        Condition of Premises upon Termination

Tenant shall, upon the termination of this Lease, surrender the Premises to Landlord broom clean, in good condition and repair, except for ordinary wear and tear. All or any of the alterations or improvements to the Premises as chosen by Landlord (excluding trade fixtures installed by Tenant) shall, at Landlord's option, either (a) become part of the Premises and belong to Landlord and shall be surrendered with the Premises without disturbance upon the termination of the Lease, or (b) be removed by Tenant prior to the termination of this Lease, in which event Tenant shall restore the area to the condition it was in immediately prior to the date Tenant took possession of the Premises.

### 8.4        Alterations

After the initial tenant improvements, Tenant shall not make or permit to be made any alterations or improvements to the Premises without the prior written consent of Landlord. In the event Landlord consents to Tenant making any alterations or improvements, the same shall be made at Tenant's sole expense, using a contractor first approved in writing by Landlord, and the same shall be made in accordance with plans and specifications first approved in writing by Landlord if the cost of the work exceeds \$5,000.00. Landlord may require a cash deposit or other reasonable security to assure Landlord that the cost of such alterations or improvements shall be paid promptly when and as due to avoid any liens. Also, Tenant shall pay Landlord a reasonable administrative charge for costs of any supervision of the work and the review of plans and specifications. If Tenant is open, Tenant shall also reimburse Landlord for the reasonable cost of any supervisor, engineer, or other person who reviews the plans and specifications and/or any work performed by Tenant or its contractor at the Premises, promptly within ten days after billing therefore. Tenant shall make no alteration to the Premises or Center that shall impair the structural integrity of the Premises or Center or the electrical, plumbing, HVAC, water supply, sewer or roofing systems of the Premises or Center. Tenant shall not cause any puncture in the roof, foundation or exterior walls of the Center without the prior written consent of Landlord.

#### 8.5 Trade Fixtures

Upon the termination of this Lease, Tenant shall remove all trade fixtures, movable furniture, movable appliances, and equipment located on the Premises which belong to Tenant, and repair at its expense any damage other than normal wear and tear caused to the Premises by such removal. If Tenant fails to remove such property, this shall be an abandonment of the property and Landlord may either (a) retain the property and all rights of Tenant with respect to it shall cease, (b) require Tenant to remove the property, or (c) effect a removal and place the property in storage for Tenant's account. Tenant shall be liable to Landlord for the cost or reasonable value of removal, restoration, transportation to storage and storage, with interest on all such as expenses as provided in Section 14.3 below.

#### 8.6 Entry and Inspection

Landlord and its agents and employees may enter the Premises at any time in the event of an emergency or, in any other event, after 24 hours prior oral notice to Tenant, to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises to prospective tenants or purchasers. Landlord shall take all commercially reasonable steps to minimize interference with Tenant's business during such entry into the Premises. Tenant shall at all times provide Landlord with a key to all doors at the Premises.

### SECTION 9

### RECONSTRUCTION AND RESTORATION

If the Premises are hereafter damaged or destroyed or rendered partially untenantable for their accustomed use, by fire or other casualty insured by Landlord, then Landlord shall, within ninety (90) days after such casualty, commence repair of said Premises and within one hundred eighty (180) days after commencement of such repair restore the Premises to substantially the same condition in which it was immediately prior to the occurrence of the casualty, except as otherwise provided in this Section 9, and, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage (or which would have been recovered had Landlord maintained the insurance Landlord was required to maintain hereunder, if any) and that in no event shall Landlord be required to repair or replace Tenant's fixtures, inventory, equipment or other personal property of Tenant. From the date of such casualty until the Premises are so repaired and restored, Base Rent and all other charges and items payable hereunder shall abate in such proportion as the part of the Premises thus destroyed bears to the total Premises. If repairs are not commenced within ninety (90) days after such casualty, Tenant shall have the right to terminate this Lease by giving Landlord written notice

of termination within one hundred (100) days of such casualty. In the event, however, that seventy five percent (75%) or more of the Premises, or the Center, are destroyed or rendered untenable (based upon the cost to replace the Premises damaged or destroyed, as compared with the market value of the improvements on the Premises immediately prior to such fire or other casualty as shown by the certificate of Landlord's architect), then Landlord or Tenant shall have the right to terminate this Lease effective as of the date of the casualty, by giving written notice of termination to the other within thirty (30) days of such casualty. If written notice of termination is given within this thirty (30) day period, this Lease shall terminate and Base Rent and all other charges shall abate as aforesaid from the date of such casualty, and Landlord shall promptly repay to Tenant any Base Rent paid in advance which has not been earned as of the date of such casualty.

#### SECTION 10                      ASSIGNMENT AND SUBLETTING

Tenant shall not (voluntarily or by operation of law) assign, mortgage, pledge, hypothecate or encumber the Premises or the Center, or any portion thereof, or otherwise transfer any interest in the Premises without Landlord's prior written consent in each instance. In no event shall Landlord be obligated to accept a transfer to a transferee with whom Landlord has discussed the lease of space in the Center within the two years prior to the requested transfer. If Tenant is a partnership, any change in the partners shall be deemed an assignment of this Lease. If Tenant requests consent to a proposed transfer, Tenant shall pay reasonable attorneys' fees and other reasonable costs incurred by Landlord in connection with the requested transfer. In no event shall Tenant ever be released from its obligations under this Lease in connection with any transfer of its interest in the Lease or the Premises unless agreed upon by Landlord in writing.

#### SECTION 11                      CONDEMNATION

##### 11.1      Entire or Substantial Taking

If more than twenty-five percent (25%) of the total square footage of the Premises or the Center shall be taken under the power of eminent domain, this Lease shall terminate, at Landlord's discretion and upon prior written notice to Tenant, as of the date the condemning authority takes possession of more than twenty-five percent (25%) of the total square footage of the Premises or the Center.

##### 11.2      Partial Taking

In the event of any taking under the power of eminent domain which does not result in a termination of this Lease pursuant to Section 11.1, the Base Rent payable hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same proportion as the reduction in rentable floor area of the Premises and this Lease shall continue in full force and effect. Landlord shall promptly, at its sole expense and subject to receipt of an award sufficient to cover such restoration, restore the portion of the Premises not taken to as near its former condition as is reasonably possible.

##### 11.3      Awards

Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Tenant hereby assigns to Landlord all interest in any such award. Nothing in this Lease shall preclude Tenant from making a separate claim for its lost trade fixtures or moving expenses so long as any such claim or award resulting from such claim does not reduce Landlord's award.

##### 11.4      Sale Under Threat of Condemnation

A sale by Landlord to any authority with power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain under this Section 11. Landlord shall not be required to incur expenses for restoration in excess of the amount of the condemnation award proceeds received by Landlord after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by Landlord in connection with the condemnation.

## SECTION 12                      SIGNS

Tenant shall not construct or install any signs visible from the exterior of the Premises or the Center without the prior written consent of Landlord. Any sign on the Premises or Center will be designed and constructed in compliance with all applicable Laws, as defined in Section 13.7, and receive Landlord's written approval prior to installation. In no event shall handwritten signs be acceptable.

## SECTION 13                      OTHER OBLIGATIONS OF PARTIES

### 13.1      Liens

Tenant shall pay when and as due all claims for work done on the Premises or for services rendered or materials furnished to the Premises at the request of Tenant and shall keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay such claim or to cause such lien to be discharged within ten (15) days after such lien is filed, Landlord may do so and collect such amount incurred by Landlord from Tenant. Amounts paid by Landlord pursuant to this Section 13.1 shall bear interest and be repaid by Tenant as provided in Section 14.3 below. Such payment by Landlord shall be in addition to any other right or remedy and shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's breach of this Lease.

### 13.2      Holding Over

If Tenant does not vacate the Premises and remove property and/or restore the Premises as required by the Lease upon expiration or earlier termination of this Lease, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the Term will be month to month and the Base Rent will be one hundred and twenty five percent (125%) of the Base Rent payable by Tenant immediately prior to the end of the Term), or to eject Tenant from the Premises and recover damages caused by wrongful hold over.

### 13.3      Rights of Landlord

Landlord shall have the right to change the name or designation of the Center without notice or liability to Tenant. Landlord shall also have the right to grant to anyone the exclusive right to conduct a particular business or undertaking in the Center. Without implying consent to any use not included in Section 1.7, Tenant shall not use the Premises for any use which violates any exclusivity provision in any lease at the Center, now in existence and of which Tenant has been notified in writing, or notice of which is given to Tenant prior to Tenant's initiation of such use.

### 13.4      Priority of Lease

Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any future mortgagee upon the Center or Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter into an agreement that in the event of foreclosure or

other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage," as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof.

### 13.5 Landlords Liability; Sale

The liability of Landlord under this Lease shall be limited to Landlord's interest in the Center, and any judgment against Landlord shall be enforceable solely against Landlord's interest in the Center. In the event that Landlord sells, conveys, or otherwise transfers its interest in the Premises or the Center, Landlord shall be released of any and all obligations, either past, present or future, arising out of this Lease. Tenant agrees to attorn to such new owner upon assumption of the Lease by the new owner.

### 13.6 Estoppel Certificate

Within ten business days after Landlord's written request, Tenant shall deliver a written statement stating the amount of all rent, the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord or by any prospective lender or purchaser. In the event that Tenant does not execute and deliver such statement to Landlord within seven (7) days written request by Landlord, Tenant shall be assumed to have consented and agreed with the terms of such statement, as set forth by Landlord.

### 13.7 Existing Restrictions

This Lease is subject to all easements, restrictions, agreement of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations and other governmental requirements now in effect or becoming effective after the date this Lease is executed (collectively, "Laws").

### 13.8 Covenant of Quiet Enjoyment

Landlord covenants that, as long as no event of default shall have occurred, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease without any interruption or disturbance from Landlord or any party claiming, by, through, or under Landlord, subject to the terms and conditions of this Lease.

## SECTION 14                      DEFAULTS; REMEDIES

### 14.1 Default

The following shall be events of default:

14.1.1 Payment Default    Failure of Tenant to make any Base Rent or any other payment under this Lease when it is due.

14.1.2 Unauthorized Transfer    Tenant makes any transfer of its rights or interest under this Lease without Landlord's prior written consent as required under Section 10.

14.1.3 Abandonment of Premises    Tenant vacates or abandons the Premises during the Term, unless such failure is excused under other provisions of this Lease.

14.1.4 Default in Certain Covenants    Failure of Tenant to deliver the instruments described in Section 13.4 or Section 13.6 as and when required in such Sections, as

applicable, or failure of Tenant to comply with any applicable Law when and as required by the applicable governmental authority.

14.1.5 Default in Other Covenant. Failure of Tenant to comply with any other term or condition of this Lease or to fulfill any other obligation of this Lease after thirty (30) days prior written notice by Landlord specifying the nature of the failure. No notice and no opportunity to cure shall be required if Landlord has previously given Tenant notice of failure to comply with such term or condition or fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term.

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

#### 14.2 Remedies on Default

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

14.2.1 Retake Possession. To the extent permitted by law, Landlord may re-enter and retake possession of the Premises, without notice, either through self-help, by summary proceedings, any other applicable action or proceeding, or other means. Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of any notice of intention to terminate this Lease or to retake the Premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand required or permitted under applicable law.

14.2.2 Re-let the Premises. Landlord at its option may relet the whole or any part of the Premises, from time to time either in the name of the Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and upon such other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate. Landlord shall make reasonable effort to relet the Premises in whole or in part. Amounts received by Landlord from any reletting of the Premises shall be credited towards any amounts due under the Lease by Tenant. No failure to relet premises shall operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability. If there is other comparable unleased space in the Center, Landlord shall have no obligation to attempt to relet the Premises prior to leasing other space in the Center.

14.2.3 Damages for Default. Whether or not Landlord retakes possession of or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, attorneys' fees reasonably incurred, and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without

barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Term as allowed by law.

#### 14.3 Cure of Tenant's Default

Without prejudice to any other remedy for default, Landlord may perform any obligation of Tenant or make any payment required by Tenant under this Lease if Tenant fails to do so. The cost of performance, including court costs and reasonable attorneys fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the prime rate as declared by JP Morgan Chase, plus two percentage points, but not in any event at a rate greater than the maximum rate of interest permitted by law.

### SECTION 15 SECURITY DEPOSIT

Landlord hereby acknowledges payment of a security deposit in the amount of \$ zero . Landlord shall be entitled to commingle such deposit with its own funds and to use such sum for such purposes as Landlord may determine. On default by Tenant with respect to any of its obligations under this Lease, including but not limited to the payment of Base Rent, Landlord may (but shall not be required to) use, apply, or retain all or any part of the security deposit for the payment of any unpaid rent or for any other amount which Landlord may be required to expend by reason of the default of Tenant, including any damages or deficiency in the reletting of the Premises, regardless of whether the accrual of such damages or deficiency occurs before or after an eviction or a summary re-entry or other re-entry by Landlord. If all or any portion of the security deposit is so used or applied, Tenant shall, on five (5) days written demand, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Tenant's failure to do so shall constitute a default under this Lease. On an assignment, conveyance, or other transfer of Landlord's interest in the Premises, Landlord shall have the right to transfer the security deposit, if any, to the assignee and Landlord shall, on Tenant's receipt of written notice from assignee acknowledging such transfer, be released from all liability for the return of such deposit. Tenant shall not assign or encumber the money deposited as security, and neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

### SECTION 16 LANDLORD'S AND TENANT'S WORK

Landlord and Tenant shall cause Tenant Improvements to be made to the Premises in the approximate amount of \$150,000.00 as outlined on the attached Exhibit B. Tenant shall pay for fifty percent (50%) of the Tenant Improvements, up to a maximum amount of \$75,000.00, as such payments become due to contractors, subcontractors and other individuals or entities performing services or supplying materials related to the Tenant Improvements. Contracts entered into with contractors, subcontractors or other individuals or entities performing services or supplying material related to the Tenant Improvements shall specify that Landlord and Tenant are only respectively liable for 50% of the costs of the Tenant Improvements, up to a maximum of \$75,000. Costs for Tenant Improvements in excess of \$150,000.00 shall be borne exclusively by Landlord and Landlord shall perform all work in addition to the Tenant Improvements that is required to ready the Premises for Tenant's use and conduct of its business.

### SECTION 17 MISCELLANEOUS

#### 17.1 Waivers

No waiver by Landlord of performance of any provision of this Lease shall be deemed to be a waiver of nor prejudice Landlord's right to otherwise require performance of the same provisions or any other provision.

#### 17.2 Recording

Tenant shall not record this Lease without prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

#### 17.3 Notices

Except as otherwise expressly set forth in this Lease, all notices under this Lease shall be in writing and shall be effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Tenant showing in Section 1.5 or to the address of Landlord shown in Section 1.2 or at such other address as may be designated by either party by notice to the other given in accordance with this Section 17.3.

#### 17.4 Exhibits

The following Exhibits are attached to this Lease and are a part of this Lease as if set forth fully herein: Exhibit A – Premises; Exhibit B – Tenant Improvements.

#### 17.5 Construction

The following shall apply to the interpretation of the provisions of this Lease: (a) this Lease shall be construed and governed by the laws of the State of Washington; (b) the invalidity or non-enforceability of any provision hereof shall not affect or impair any other provisions hereof; (c) this lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between parties with respect to the subject matter hereof; (d) this Lease may not be modified or amended except by written agreement signed by both parties' authorized representatives; (e) if there be more than one tenant, the obligations hereunder imposed upon Tenant shall be joint and several; (f) time is of the essence of this Lease and each and every provision hereof; (g) nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant; (h) all provisions, the full performance of which is not required prior to the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and shall be fully enforceable thereafter; (i) there have been no representations made by Landlord or its agents or understandings made between the parties other than those set forth in this Lease; (j) the parties acknowledge and agree that any calculations of square footage shall affect the obligations of Tenant under this Lease including, without limitation, the amount of Base Rent payable by Tenant.

#### 17.6 Successors

Subject to limitations on subletting and assignment set forth in Section 10 of this Lease, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties to this Lease.

#### 17.7 Attorneys' Fees

In the event suit or action is instituted to interpret or enforce any term of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs incurred in bringing or defending the claim through final resolution thereof.

#### 17.8 Hazardous Substances

For purposes of this Lease, the term "*Hazardous Materials*" shall mean any hazardous or toxic substance or any substance which is or becomes regulated by any governmental authority, including without limitation any substance which is (a) defined as a "Hazardous Substance," "Hazardous Waste," or "Extremely Hazardous Substance" pursuant to any provision of the United States Code, including United States Code sections commonly known as the Federal Water

Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986; (b) defined as a hazardous substance or material pursuant to any state or local law, ordinance or regulation governing the Premises ("*Hazardous Material Law*"); (c) petroleum or a petroleum by-product; (d) asbestos or asbestos containing material; (e) a pesticide; (f) a polychlorinated biphenyl; or (g) or any other substance known to cause cancer or other illnesses. Tenant shall indemnify, defend and hold Landlord and its officers, managers, members, shareholders, employees and agents harmless from, and Landlord shall have no liability for or responsibility to pay, any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including attorney's fees, consultant's fees, and expert fees which arise during or after the Term in connection with the presence of Hazardous Materials in, on or under the Center, including, but limited to the Premises, related in any way, in whole or in part, to the activities of Tenant, unless and to the extent the presence of such Hazardous Materials is caused exclusively by Landlord, its officers, employees or agents. Also,

a. Tenant warrants that it shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises or the Center, unless the same is specifically approved in advance by Landlord, in writing, other than small quantities of retail, household and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's permitted uses of the Premises and which are used and disposed of in compliance with all Hazardous Material Law or other applicable law;

b. Tenant warrants that it shall comply with all obligations imposed by all applicable Hazardous Material Laws, any other applicable law, environmental laws and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises;

c. Tenant warrants that it shall deliver promptly to Landlord true and correct copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises or Center and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials by Tenant that Tenant reasonably believes poses an imminent hazard to the Premises, the Center, the public or the environment;

d. Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises;

e. If Landlord conducts any environmental inspections because it has reasonable cause to believe that Tenant's activities have or are likely to result in a violation of Hazardous Material Law or any other applicable law or a release of Hazardous Materials on the Premises or the Center and such violation by Tenant has actually occurred, then Tenant shall pay to Landlord, immediately upon demand, the costs incurred by Landlord for such inspections;

f. Tenant shall cease immediately upon written notice from Landlord any activity which violates any Hazardous Material Law or any other applicable law; and

g. After notice to and approval by Landlord, which approval shall not be unreasonably withheld, Tenant shall promptly remove, clean up, dispose of or otherwise remediate, in accordance with Hazardous Material Law, or any other applicable law and good commercial practice, any Hazardous Materials on, under or about the Premises resulting from Tenant's acts on the Premises.

The foregoing indemnifications of Tenant shall survive any assignment, transfer or termination of this Lease.

17.9 Force Majeure

Whenever a period of time is prescribed in this Lease for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws, or any other causes of any kind whatsoever which are beyond the control of Landlord.

17.10 Brokerage

Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than the brokers described in Section 1.17 and 1.18. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction, except for the individuals and/or entities identified in Section 1.17 and Section 1.18.

17.11 Authority

The person executing this Lease on behalf of Tenant hereby covenants and warrants that the execution of this Lease is duly authorized by Tenant, that Tenant is qualified to do business in the State of Washington, and that the person signing on behalf of Tenant is authorized by Tenant to bind Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

17.12 No Offer

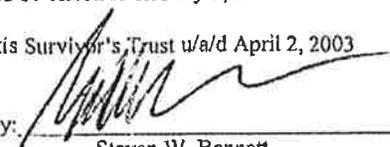
This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered duplicate originals of this Lease to Landlord and (b) Landlord has executed and delivered one of such originals to Tenant.

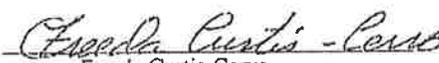
CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING.

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*

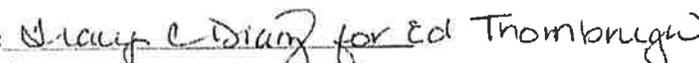
The parties have executed this Lease to be effective on May 1, 2014.

Landlord: Ardell and Sue Curtis Survivor's Trust w/d April 2, 2003

By:   
Steven W. Bennett  
Its: Trustee

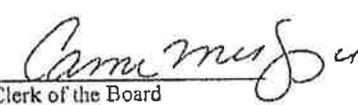
By:   
Freeda Curtis-Cervo  
Its: Trustee

Tenant: Benton Franklin Department of Human Services, a Washington political subdivision

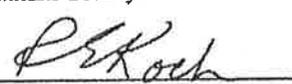
By:  for Ed Thornburgh  
Its: Deputy Admin

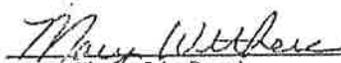
For Benton County:

  
James Beaver, Chairman  
Benton County Commissioners

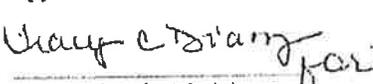
  
Attest: Clerk of the Board

For Franklin County:

  
Robert E. Koch, Chairman  
Franklin County Commissioners

  
Attest: Clerk of the Board

Approved as to Content:

  
Ed Thornburgh, Administrator  
Dept. of Human Services

Approved as to Form:

  
Ryan Lukson,  
Benton County Deputy Prosecuting Attorney

Approved as to Form:

  
Ryan Verhulst  
Franklin County Deputy Prosecuting Attorney

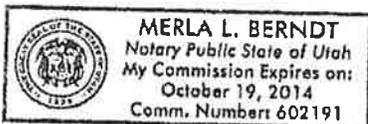
Lists of Exhibits

Exhibit A -- Premises  
Exhibit B -- Tenant Improvements

STATE OF UTAH )  
 )SS.  
County of Salt Lake )

On this day personally appeared before me, Steven W. Bennett, as Trustee of the Ardell and Sue Curtis Survivor's Trust w/a/d April 2, 2003, who executed the within and foregoing instrument on behalf of Landlord and acknowledged that he signed the same as a free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of January, 2014.

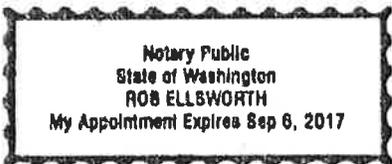


Merla L. Berndt  
Notary Public for the State of: Utah  
Residing at: 3165 E. Millrock Dr., #500, SLC, UT 84121  
My commission expires: October 19, 2014

STATE OF WASHINGTON )  
 )SS.  
County of Benton )

On this day personally appeared before me, Freeda Curtis-Cervo, as Trustee of the Ardell and Sue Curtis Survivor's Trust w/a/d April 2, 2003, who executed the within and foregoing instrument on behalf of Landlord and acknowledged that she signed the same as a free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 17<sup>th</sup> day of January, 2014.



[Signature]  
Notary Public for the State of: WASHINGTON  
Residing at: KENNEWICK  
My commission expires: 9.6.17

STATE OF WASHINGTON )  
 )SS.  
County of Benton )

On this day personally appeared before me, James Beaver known to be the Chairman of Benton County Commissioners who executed the within and foregoing instrument on behalf of Tenant and acknowledged that he or she signed the same as a free and voluntary act for the uses and purposes therein mentioned.



Given under my hand and official seal this 22 day of Jan, 2014.

Maria J. Loera  
Notary Public for the State of: WA  
Residing at: Benton Co  
My commission expires: 1-17-15

STATE OF WASHINGTON )  
 )SS.  
County of Franklin )

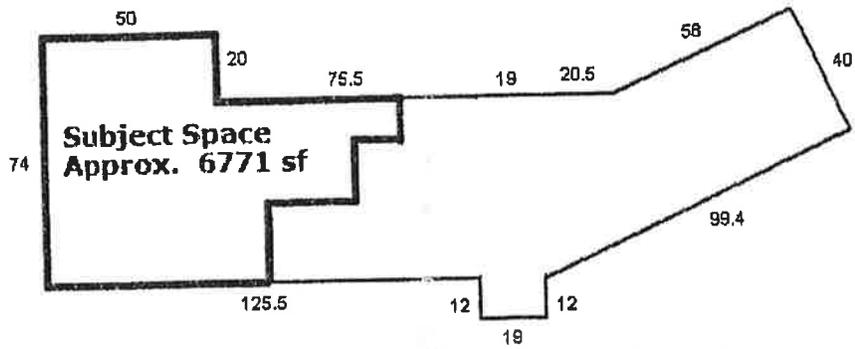
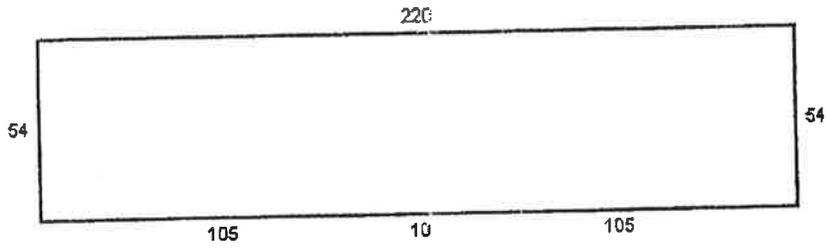
On this day personally appeared before me, Robert E. Koch known to be the Chairman of the Franklin County Commissioners who executed the within and foregoing instrument on behalf of Tenant and acknowledged that he or she signed the same as a free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of January, 2014.



Mary C. Withers  
Notary Public for the State of: Washington  
Residing at: Eltopia  
My commission expires: 10-29-16

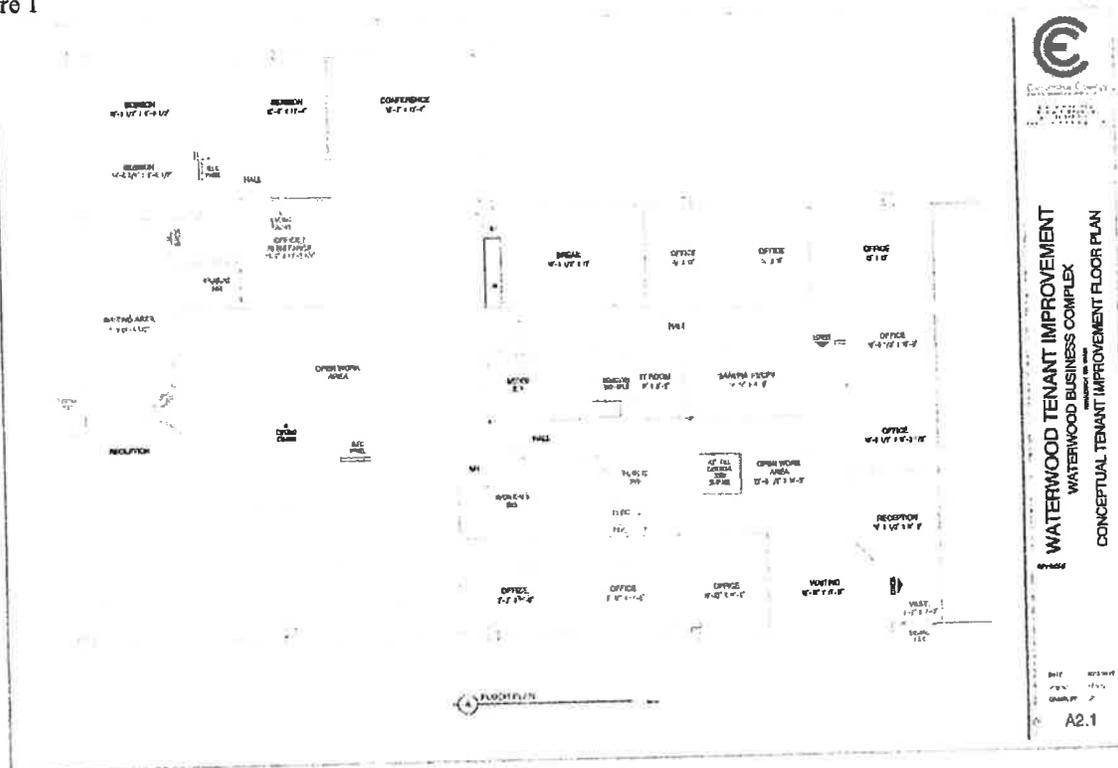
EXHIBIT A  
Premises



**EXHIBIT B**  
**Tenant Improvements**

1. Space to be renovated and reconfigured to floor plan provided in Figure 1.
2. All improvements to meet building code and ADA standards, and to be permitted, inspected and approved by the City of Kennewick Building department.
3. Improvements and upgrades to be made to HVAC system, data and phone cabling and smoke detection system.
4. Work to begin upon lease signing and to be completed prior to lease commencement.
5. Landlord to be responsible for hiring all contractors

Figure 1



## Exhibit B

### CRU Furniture Inventory

Tag #	Description	Location
5140	2 drawer file cabinet	SAAC fileroom
5199	metal cabinet	Deena cubicle
5223	2 drawer file cabinet	Kyle's office
8300	metal bookcase	Review area
8412	portable shredder	ITA office
8457	metal bookcase	Deena cubicle
8459	metal bookcase	Miranda cubicle
10066	small metal table	Review area
21151	L-Shaped Desk	(Miranda) - front office #1
21152	L-Shaped Desk	(Niria) - front office #2
21153	L-Shaped Desk	(Deena) - front office #3
21154	L-Shaped Desk	(Kyle) - Manager office
21155	L-Shaped Desk	(Tammie) - Housing office #1
21156	L-Shaped Desk	(Jennifer) - Housing office #2
21157	Long Desk	Housing front desk
21158	L-Shaped Desk	(Miriam) - Housing office #3
21159	L-Shaped Desk	(Melinda) - Housing office #4
21160	L-Shaped Desk	(Laws) - ITA office
21161	L-Shaped Desk	(KMG) - ITA office
21162	U-Shaped Desk	(Tony) - Supervisor office
21163	L-Shaped Desk	(Corina) - Office next to break room
21164	L-Shaped Desk	FAX machine area plus piece in Housing office #4
21165	U-Shaped Desk	(Sandy) - CDP office
21166	Cubicle	Tony
21167	Cubicle	Araceli
21168	Cubicle	Jessica
21169	Cubicle	Eddie
21170	Cubicle	Maria
21171	Cubicle	Joyeux
21172	Cubicle	Rebecca
21173	Cubicle	Lorena
21174	Cubicle	Gloria
21175	Cubicle	Jessie
21176	Cubicle	Monyay
21177	Cubicle	Dixie
21178	Cubicle	Karin
21179	Cubicle	Randi
21180	Table	Conference Room
21181	Office Chair	Various locations
21182	Office Chair	Various locations
21183	Office Chair	Various locations
21184	Office Chair	Various locations
21185	Office Chair	Various locations

**CRU Furniture Inventory**

Tag #	Description	Location
5140	2 drawer file cabinet	SAAC fileroom
5199	metal cabinet	Deena cubicle
21186	Office Chair	Various locations
21187	Office Chair	Various locations
21188	Office Chair	Various locations
21189	Office Chair	Various locations
21190	Office Chair	Various locations
21191	Office Chair	Various locations
21192	Office Chair	Various locations
21193	Office Chair	Various locations
21194	Office Chair	Various locations
21195	Office Chair	Various locations
21196	Office Chair	Various locations
21197	Office Chair	Various locations
21198	Office Chair	Various locations
21199	Office Chair	Various locations
21200	Office Chair	Various locations
21201	Office Chair	Various locations
21202	Office Chair	Various locations
21203	Office Chair	Various locations
21204	Office Chair	Various locations
21205	Office Chair	Various locations
21206	Office Chair	Various locations
21208	Office Chair	Various locations
21209	Office Chair	Various locations
21210	Office Chair	Various locations
	Office Chairs	4 in Various locations
21211	Round Table	Session room 1
21212	Round Table	Session room 1
21213	Round Table	Session room 2
21214	Round Table	Session room 3
21215	Round Table	Janitor Closet (broken)
	2 drawer file cabinet	Deena cubicle
	2 drawer file cabinet	Deena cubicle
	2 drawer file cabinet	Miranda cubicle
	2 drawer file cabinet	Niria Cubicle
	2 drawer file cabinet	copy machine area
	2 drawer file cabinet	copy machine area
	2 drawer file cabinet	copy machine area
	4 shelf bookcase	Sandy's office
	4 shelf bookcase	Tony's office
	4 shelf metal bookcase	Conference Room
	4 shelf metal shelf	Karin's area
	4 shelf metal shelf	Karin's area

**CRU Furniture Inventory**

Tag #	Description	Location
5140	2 drawer file cabinet	SAAC fileroom
5199	metal cabinet	Deena cubicle
	5 stacking chairs	housing front lobby
	Armless Stack Chairs	19 (not tagged)
	File Cabinets	66 in various locations
	long wood table	breakroom
	metal bookcase	Miranda cubicle
	metal bookcase	Karin's area
	metal bookcase	ITA office
	metal bookcase	Review area
	metal cabinet	Niria Cubicle
	metal cabinet	copy machine area
	round table	housing front lobby
	small computer table	Conference Room
	small metal table	Review area
	small metal table	breakroom
	wood desk	housing front lobby
	Wood table	copy machine area
	wooden desk	Housing file room
	Server Room Badge Entry System	
	Moon Security	
	Security Camera System	

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: September 27, 2016	Execute Contract	___
Subject: Authorize purchase of a one Dell Laptop, docking station and monitor	Pass Resolution	_X_
	Pass Ordinance	___
By: Teri L. Holmes	Pass Motion	___
Reviewed By:	Other	___
	Consent Agenda	_X_
	Public Hearing	___
	1st Discussion	___
	2nd Discussion	___
	Other	___

**BACKGROUND INFORMATION**

The Benton County Sheriff's department has requested the purchase of a Dell Laptop, docking station and additional monitor. Purchase has been approved by Undersheriff Hatcher. Sheriff's department has funding available in the 2015-2016 biennium budget for this purchase.

**SUMMARY**

Benton County Information Technology recommends purchasing a Dell Latitude laptop, 22 inch monitor and e-port advanced docking station for the Federal Task position.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners approve the purchase of this Dell Laptop setup in an amount not to exceed \$2200.00 excluding Washington State Sales Tax.

**FISCAL IMPACT**

None.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE DELL LATITUDE LAPTOP, DOCKING STATION AND ADDITIONAL MONITOR FOR USE BY SHERIFF DEPARTMENT DEPUTY ASSIGNED TO FEDERAL TASK TEAM.

WHEREAS, Benton County has selected Dell workstations and laptops as its standard; and

WHEREAS, The Benton County Sheriff is in need of one new laptop, docking station and additional monitor and has money in their current budget to purchase the new laptop and peripherals; and

WHEREAS, Section 2.6 of the Computer Replacement policy requires all new computer equipment receive approval by the Board of Benton County Commissioners before purchasing; and

WHEREAS, Information Technology assembled two eQuotes from Dell Premier for a Dell Latitude laptop, additional monitor and E-Port Advanced Port Replicator (Docking Station) utilizing Washington State Contract pricing and recommends the purchase; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of a Dell Latitude laptop, additional monitor and E-Port Advanced Port Replicator (Docking Station) from Dell Premier for use by the Benton County Sheriff department Federal Task position in an amount not to exceed \$2200.00 excluding Washington State Sales Tax

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

9/15/2016 5:55:09 PM  
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eQuote Number 1017733086998  
 eQuote Name Sheriff Federal Laptop and Dock  
 Customer Agreement N°: 05815-003  
 Contract Code: WN34AGW  
 Description Sheriff Federal Laptop and Dock  
 Saved On 9/14/2016  
 Expires On 11/13/2016  
 Saved By robert.heard@co.benton.wa.us  
 Premier Page Benton County NASPO ValuePoint  
 05815-003 / WN347AGW  
 Notes / Comments Sheriff Federal Laptop and Dock  
 Authorized Buyer Teri Holmes  
 teri.holmes@co.benton.wa.us

P s f s D p o u b d u

Order Date 9/14/2016  
 Order Contact Robert Heard  
 Benton County IT  
 509786-5603  
 robert.heard@co.benton.wa.us

T i j q j h

Shipping Contact Teri L. Holmes  
 Benton County  
 Information Technology  
 509786-5603  
 central.services@co.benton.wa.us  
 Shipping Address 620 Market St  
 Prosser, WA 99350-1300  
 Delivery method no charge delivery  
 Shipping Instructions Contract N39913655 Customer Agreement NASPOWSCA A63307  
 Trade compliance No, I will not be exporting

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Item	Quantity	Estimated Ship Date	Price
 Latitude 14 7000 (e7470) - Upgrades Available Dell Latitude E7470 <b>Premier Discount</b>	1	Available to ship in 4 - 6 business days	\$2,373.29 (\$759.45)
			\$1,613.84
 Dell E-Port Plus Advanced Port Replicator with USB 3.0 Dell E-Port Plus Advanced Port Replicator with USB 3.0 Dell Part#: 332-2657	1	9/16/2016	\$219.99 (\$30.80)
			\$189.19

Subtotal	\$1,803.03
Estimated Shipping	
	\$0.00
Estimated Tax	\$155.06
<b>Total</b>	<b>\$1,958.09</b>

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© 2016 Dell

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. \*\* Orders with Custom Factory Integration might require additional processing time.

<sup>^</sup>Dell Business Credit: OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance.

<sup>\*\*</sup>Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

<sup>1</sup>Subject to applicable law and regulations.

9/15/2016 5:56:03 PM  
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eQuote Number 1013784512131  
 eQuote Name Sheriff Federal Monitor  
 Customer Agreement N°: 05815-003  
 Contract Code: WN34AGW  
 Description Sheriff Federal Monitor  
 Saved On 9/14/2016  
 Expires On 11/13/2016  
 Saved By robert.heard@co.benton.wa.us  
 Premier Page Benton County NASPO ValuePoint  
 05815-003 / WN347AGW  
 Notes / Comments Sheriff Federal Monitor  
 Authorized Buyer Teri Holmes  
 teri.holmes@co.benton.wa.us

P æfs#D poubdu

Order Date 9/14/2016  
 Order Contact Robert Heard  
 Benton County IT  
 509786-5603  
 robert.heard@co.benton.wa.us

Ti jgjbh

Shipping Contact Teri L. Holmes  
 Benton County  
 Information Technology  
 509786-5603  
 central.services@co.benton.wa.us  
 Shipping Address 620 Market St  
 Prosser, WA 99350-1300  
 Delivery method no charge delivery  
 Shipping Instructions Contract N39913655 Customer Agreement NASPOWSCA A63307  
 Trade compliance No, I will not be exporting

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Item	Quantity	Estimated Ship Date	Price
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Dell 22 Monitor - P2217H Dell 22 Monitor - P2217H <b>Premier Discount</b>	1	Available to ship in 1 - 1 business days	\$229.99  (-\$32.20)
---	---	---	----------------------------

Add to List

\$197.79

Subtotal	\$197.79
Estimated Shipping	\$0.00
Estimated Tax	\$17.01
<b>Total</b>	<b>\$214.80</b>

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Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. \*\* Orders with Custom Factory Integration might require additional processing time.

<sup>^</sup>Dell Business Credit: OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance.

<sup>\*\*</sup>Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

<sup>1</sup>Subject to applicable law and regulations.

h. Truancy Contract w/  
Pasco School District

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> F/C 09-14-16 B/C 09-27-16	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Fee for Service Truancy Contract with Pasco School District	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Maria Loera	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2016 through June 30, 2017), the Pasco School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2016, through July 31, 2017.

**SUMMARY**

Pasco has contracted with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2016 and ending on July 31, 2017.

The delay in execution is a result of the signature process.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Pasco School District.

**COORDINATION**

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Michelle Whitney, Superintendent of Pasco School District and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Pasco School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$54,210.00.

**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 Fee for Services contract with the Pasco School District

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

**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 FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT, and**

**WHEREAS**, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Pasco School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the board concurs with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Pasco School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$54,210.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Fee for Services Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 1, 2016 and expires on July 31, 2017.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**JUDGES**

Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell  
Hon. Bruce A. Spanner  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, Administrator Juvenile  
Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JERRI G. POTTS  
JACQUELINE I. STAM  
PAMELA E. PETERSON  
Court Commissioners

### BENTON-FRANKLIN COUNTIES FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Pasco School District No. 1, a political subdivision, with its principal offices at 1215 W Lewis, Pasco, WA, 99301, (hereinafter referred to as "District").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2016, through July 31, 2017, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

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

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

### 3. CONTRACT REPRESENTATIVES

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

- A. For District: **Michelle Whitney**  
**Superintendent**  
**Pasco School District**  
**1215 W Lewis**  
**Pasco WA 99301**  
**Phone: (509) 543-6700**  
**Fax: (509) 546-2685**  
**E-mail: [mwhitney@psd1.org](mailto:mwhitney@psd1.org)**
  
- B. For Counties: **Darryl Banks**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Phone: (509) 222-2316**  
**Fax: (509) 222-2311**  
**E-mail: [darryl.banks@co.benton.wa.us](mailto:darryl.banks@co.benton.wa.us)**

### 4. COMPENSATION

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

- A. The District will pay the Counties Fifty-Four Thousand Two Hundred and Ten Dollars (\$54,210.00) to be paid in quarterly installments of Thirteen Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$13,552.50) each, for the entire contract period, to be processed with the District's final payment cycle after receiving an invoice (bill) from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Fifty-Four Thousand Two Hundred and Ten Dollars (\$54,210.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

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

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

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

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.
- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively

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

**9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**10. COMPLIANCE WITH LAWS**

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

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

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

**12. DISPUTES**

Disputes between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

**13. CONFIDENTIALITY**

- A. The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.
- B. Each party, their employees, subcontractors, and their employees shall maintain the confidentiality of all information provided or acquired in performance of this Contract, and each party will promptly notify the other of any request by a third

party for records containing confidential information. Confidential information will not be divulged without the consent of the other party or, pursuant to applicable authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term “confidential information” means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the Pasco School District No. 1 and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student’s parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.
2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District’s information system by employees of the Counties and the District will terminate County employee access at the district’s discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

**14. CHOICE OF LAW, JURISDICTION AND VENUE**

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

**15. SUCCESSORS AND ASSIGNS**

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

**16. NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

**17. SEVERABILITY**

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

**18. ENTIRE AGREEMENT**

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

**19. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original

to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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

<b>PASCO SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 <b>Michelle Whitney</b> Superintendent	 <b>Darryl Banks</b> Administrator
Date <u>08-23-2016</u>	Date <u>8-2-16</u>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:  _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date	Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> F/C 9-14-16 B/C 9-27-16	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Fee for Service Truancy Contract with Kennewick School District	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Maria Loera	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2016 through June 30, 2017), the Kennewick School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2016, through July 31, 2017.

**SUMMARY**

Kennewick has contracted with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2016 and ending on July 31, 2017.

The delay in execution is a result of the signature process.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Kennewick School District.

**COORDINATION**

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Dave Bond, Superintendent of Kennewick School District and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Kennewick School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$36,360.00.

**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 Fee for Services contract with the Kennewick School District.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

**I certify the above information is accurate and complete.**

Maria Loera

**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 FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT, and**

**WHEREAS**, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Kennewick School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the board concurs with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Kennewick School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$36,360.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Fee for Services Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 1, 2016 and expires on July 31, 2017.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell  
Hon. Bruce A. Spanner  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



**DARRYL BANKS, Administrator**  
Juvenile Court Services

**SUPERIOR COURT OF THE STATE OF WASHINGTON**  
5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

**JERRI G. POTTS**  
**JACQUELINE I. STAM**  
**PAMELA E. PETERSON**  
Court Commissioners

## **BENTON-FRANKLIN COUNTIES FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS**

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kennewick School District, with its principal offices at 1000 W. Fourth Ave., Kennewick, WA, 99336, (hereinafter referred to as "District").

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

### **1. DURATION OF CONTRACT**

The term of this Contract shall be from September 1, 2016, through July 31, 2017, unless terminated prior to that time as provided herein.

### **2. SERVICES PROVIDED**

The Counties shall perform the following services:

- A.** Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$15.00 per hour.
- B.** The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.

- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.
- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

### 3. CONTRACT REPRESENTATIVES

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

- A. For District: **Dave Bond**  
**Superintendent**  
**Kennewick School District**  
**1000 W. Fourth Ave.**  
**Kennewick WA 99336**  
Phone: (509) 222-5020  
Fax: (509) 222-5050  
E-mail: [dave.bond@ksd.org](mailto:dave.bond@ksd.org)
- B. For Counties: **Darryl Banks**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
Phone: (509) 222-2316  
Fax: (509) 222-2311  
E-mail: [darryl.banks@co.benton.wa.us](mailto:darryl.banks@co.benton.wa.us)

### 4. COMPENSATION

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

- A. The District will pay Counties Thirty Six Thousand Three Hundred and Sixty Dollars (\$36,360.00), which includes up to Eleven Thousand Two Hundred and Eighty Dollars (\$11,280.00) for tracker services for the entire contract period, to be paid in quarterly installments of Nine Thousand and Ninety Dollars (\$9,090.00) each, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Thirty Six Thousand Three Hundred and Sixty Dollars (\$36,360.00).

- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.
- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. HOLD HARMLESS AND INDEMNIFICATION**

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

**7. TERMINATION**

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

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**10. COMPLIANCE WITH LAWS**

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

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

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

**12. DISPUTES**

Differences between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

**13. CONFIDENTIALITY**

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

Contract, and each party will promptly notify the other of any request by a third party for records containing confidential information. Confidential information will not be divulged without the consent of the other party or, pursuant to applicable authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term “confidential information” means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the Kennewick School District and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student’s parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.
2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District’s information system by employees of the Counties and the District will terminate County employee access at the district’s discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

#### 14. **CHOICE OF LAW, JURISDICTION AND VENUE**

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto

that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

#### **15. SUCCESSORS AND ASSIGNS**

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

#### **16. NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

#### **17. SEVERABILITY**

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

#### **18. ENTIRE AGREEMENT**

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

#### **19. NOTICES**

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

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

<b>KENNEWICK SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
Dave Bond 8-5-16 Date Dave Bond Superintendent	Darryl Banks 8-2-16 Date Darryl Banks Administrator
<b>BENTON COUNTY APPROVAL</b>  Approved as to Form: _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date  By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____  Attest: Clerk of the Board: _____	<b>FRANKLIN COUNTY APPROVAL</b>  Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date  By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____  Attest: Clerk of the Board: _____

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 <sup>st</sup> discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Requested meeting date: 9/27/16 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

**BACKGROUND INFORMATION**

Due to a number of transfers and promotions, a number of line items need to be reorganized to eliminate negative balances and to ensure sufficient funds are available to meet payroll for the remainder of the year. Higher than anticipated caseloads in District Court, together with contract cost increases (since those contracts are tied to the cost of living increase) have resulted in significant (though fully anticipated) overage in the District Court Legal Services and Professional Services line items. This line item transfer will cover anticipated cost needs in the District Court Legal Services and Professional Services line items for the remainder of the biennium.

**SUMMARY**

Proposed line item transfers balance line items that have been impacted by transfers and promotions within the office and the shortfall in District Court line items.

**RECOMMENDATION**

Execute line item transfer as proposed.

**ANTICIPATED FISCAL IMPACT**

None

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 136

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File,

Prepared by:

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.910	1905	Temporary Help	\$2,591	515.910	1144	Office Manager - OPD	\$3,546
515.919	1566	Public Defense Attorney I	\$8,258	515.910	1920	Indigent Defense Coordinator	\$8,779
515.919	1928	Public Defense Attorney	\$38,945	515.910	2102	Social Security	\$2,309
515.919	2102	FICA	\$2,015	515.910.	1203	Medical Insurance	\$2,315
515.919	2103	Medical Insurance	\$8,289	515.910.	2104	Retirement	\$2,174
515.919	2104	Retirement	\$7,787	515.911	1566	Public Defense Attorney	\$18,807
515.919	4103	Professional Services	\$6,880	515.911	2102	Social Security	\$1,437
515.919	4163	SC Indigent Defense	\$338,195	515.911	2103	Medical Insurance	\$6,919
				515.911	2104	Retirement	\$7,223
				515.919	1565	Public Defense Attorney	\$21,256
				515.911	4101	Legal Services	\$323,195
				515.911	4103	Professional Services	\$15,000
<b>TOTAL</b>			<b>\$412,960</b>	<b>TOTAL</b>			<b>\$412,960</b>

**Explanation:**

Transfers are necessary because of promotions and transfers between positions during the biennium. Additional funding for District Court legal services is needed because of higher than anticipated caseloads. Sufficient funds from Superior Court contracts line item is available to cover this shortfall.

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 27 Sep 2016</b> <b>Subject: TRP Shelter</b> <b>Memo Date: 19 Sep 2016</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

This item is an authorization for the Parks Department to proceed with the purchase of a shelter structure product for installation at Two Rivers Park.

**BACKGROUND**

At Two Rivers Park, the area of parkland north of the parking lots and main restroom is several acres of lawn and trees where the “front nine” of the disc golf course is located, as well as a few picnic areas. *Immediately* north of the parking lots are the Playground and Tee #1 for the disc golf course.

In 2015, when the Playground was remodeled, its footprint was reduced by 50%, opening up a larger area between the Playground and Tee #1. We filled this area in with grass.

The area is a popular gathering spot for disc golfers preparing to begin their round. It is also an area where parents gather to watch their kids in the Playground. However there is no seating and not much overhead shelter from the elements. We think that adding a sheltered seating area would add to the social value of the area.

The Parks Department’s plan has been to place a modest shelter with benches in this area. We are prepared to move forward with that project now. The plan is to erect a shelter structure in a style and color scheme that is as close of a match to the Playground structures as possible, with a small concrete pad and four six-foot benches – two facing the Playground, two facing Tee #1.

Today’s action authorizes the purchase of the shelter structure from Northwest Playground Equipment of Issaquah. Separately, the Department is purchasing the four benches and seeking quotes for the installation and concrete pad work. A contract for that work will be brought forward to Commissioners later in October. We expect a lead-time of five weeks for delivery of the shelter, and hope to have it installed by Thanksgiving.

**FISCAL IMPACT**

\$6,458.43, to be paid from the Park Development Fund. Separately, the benches will cost about \$500.00 apiece (x4), and we expect the installation and concrete pad to be in the \$2,000.00-4,000.00 range.

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF THE PURCHASE OF A SHELTER STRUCTURE FOR TWO RIVERS PARK

**WHEREAS**, the Benton County Park Board and Parks Department staff have been remodeling the Playground/Tee #1 area at Two Rivers Park over the past couple of years, including installation of the first tee for the disc golf course, newly-planted trees, and a complete updating of the Playground in 2015; and,

**WHEREAS**, the final piece of this larger project is installation of a small shelter between the Playground and Tee #1 to be used primarily by parents watching their kids at the Playground and people waiting to begin their round on the disc golf course; and,

**WHEREAS**, a simple design has been sought, one that is both cost effective and minimalist that fits in well with the surroundings; and,

**WHEREAS**, three different options were considered for the shelter, all of a similar design of two anchored posts supporting a roof; with the selected option being both the least expensive (including tax and delivery) and the preferred design in regards to colors and canopy style:

▶ Double-Post Umbrella (HC142208)	NW Playground Equipment	\$ 6,458.43
Custom Double-Tree (DTS15x20MR)	NW Playground Equipment	\$ 37,109.01
Two-Post Octagon (SOC-1620-SW-2P)	Buell Recreation	\$ 15,005.26; and,

**WHEREAS**, this procurement includes only the purchase and delivery to Two Rivers Park of the shelter product from the manufacturer, unassembled; and a separate installation service will have to be quoted and contracted; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of County Commissioners authorizes the Parks Department to purchase the "Double-Post Umbrella" shelter unit, item number HC142208, through Northwest Playground Equipment, Inc. or Issaquah, Washington, at the quoted cost of \$6,458.43, including delivery to Two Rivers Park and Washington State Sales Tax. The purchase shall be paid from the Park Development Fund.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Member

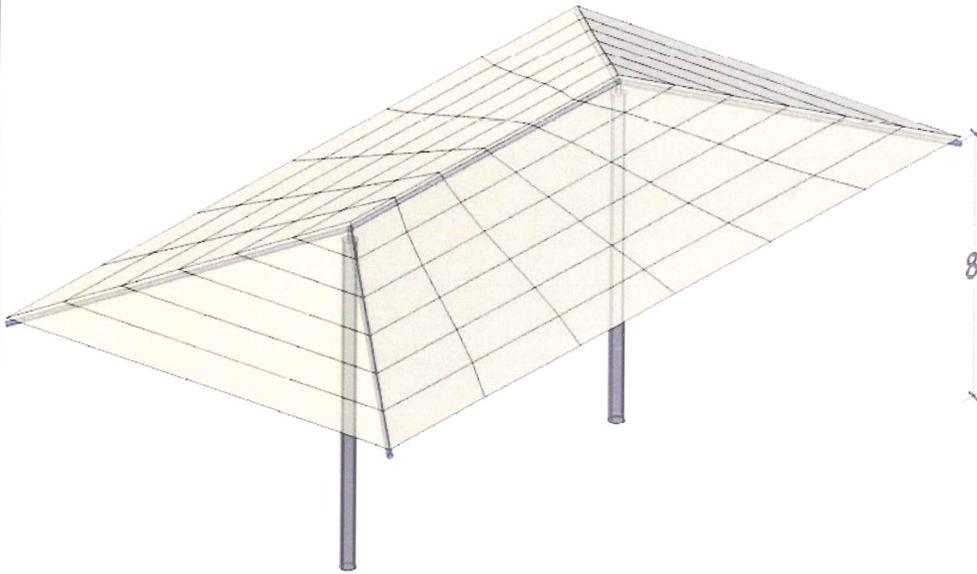
\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

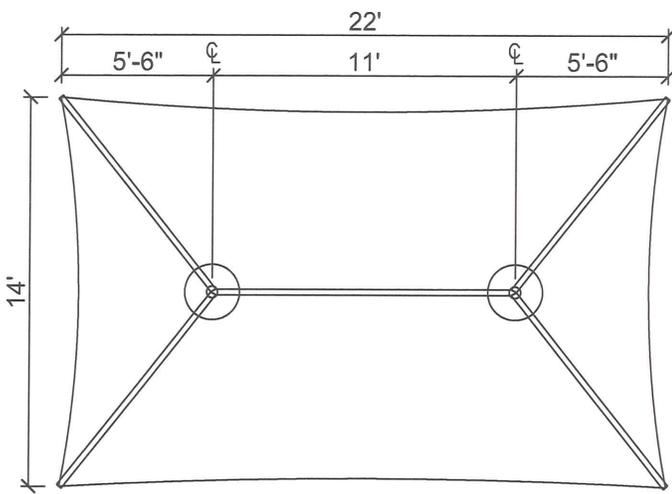
Attest.....  
Clerk of the Board

orig: Parks  
cc: Auditor

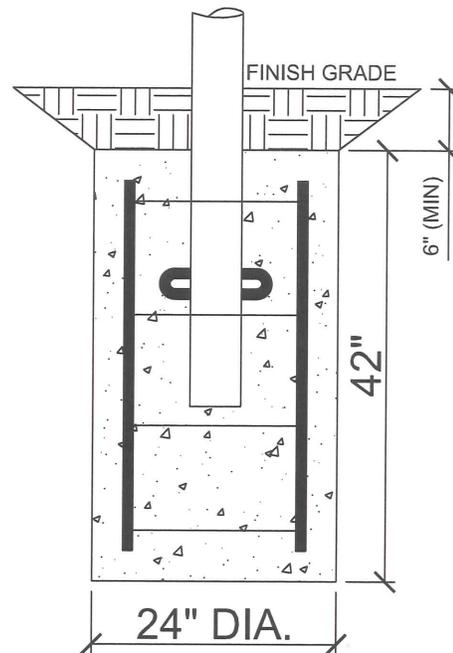
Prepared by: A.J. Fyall



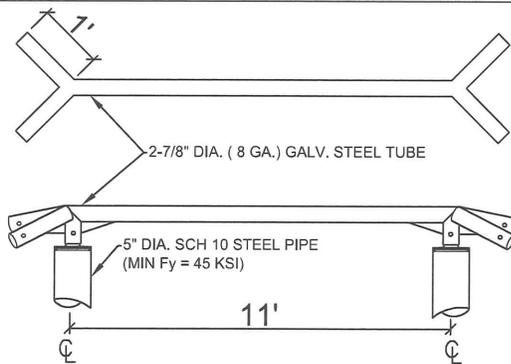
**PROJECT NAME:**  
**MODEL NUMBER:** HC142208  
**PRODUCT WEIGHT:** 686 lbs



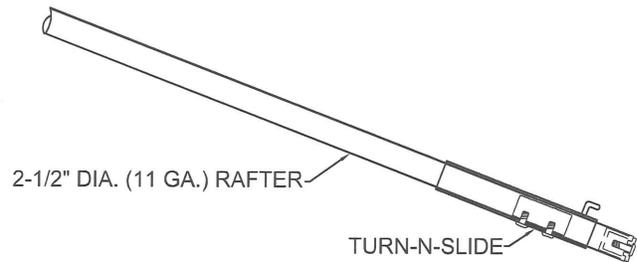
**PLAN VIEW**



**INGROUND FOOTER**



**RIDGE BEAM SUPPORT DETAIL**



**RAFTER DETAIL**

**IMPORTANT:** The footings sizes provided are estimated only. Depending on local conditions, actual engineered concrete footings may be substantially larger than estimates provided herein. Shade Systems is not responsible for actual engineered footings sizes differing from the estimates given or for any additional concrete installation costs which may be incurred by you as a result thereof.



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: [carrie@nwplayground.com](mailto:carrie@nwplayground.com)

## QUOTE

To: Benton County  
7122 West Okanogan Place  
Kennewick, WA 99336

Quote # 9152016CEM1  
Date: 9/15/2016

Contact Name: Adam Fayall  
Email: [adam.fyall@co.benton.wa.us](mailto:adam.fyall@co.benton.wa.us)

Phone: 509-736-3053  
Fax:

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT Shade Systems

HC142208	1	Double Post Umbrella, 22' x 14' and 7' x 10' Tall Drawing and Calculations	\$ 3,296.00	\$ 3,296.00
			\$1,200.00	\$ 1,200.00

**Note:** Customer is responsible for unloading equipment

Equipment Subtotal	\$	4,496.00
NPEI 8.00%	\$	(359.68)
Freight:	\$	1,810.67

**Equipment Total (less tax) \$ 5,946.99**

### CERTIFIED INSTALLATION Installation is Not included

**NOTE:** \*\*Please See Exclusions & Initial Spots (3) on Page 2 of Quote and Terms - If Not Noted in Above Quote

Credit card fee	0	Performance Bond (If Required):	3.0%	\$	-
Location Code:		Tax:	8.6%	\$	511.44
		<b>ORDER TOTAL:</b>		<b>\$</b>	<b>6,458.43</b>

*All quotes are subject to material and fuel surcharges.*

### Acceptance of Proposal:

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)*  
The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Carrie Moorby  
Sales Assistant

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

*Thank you for considering Northwest Playground Equipment, Inc. for your  
Park, Playground, Shelter and Sports Equipment requirements.*

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
Meeting Date: 27 Sep 2016 Subject: AHBL thank-you Memo Date: 15 Sep 2016 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

### **SUMMARY & BACKGROUND**

As the Parks Department and Public Works Department began planning for the parking lot at the newly-created Candy Mountain Preserve, local engineering, surveying, and planning consultant AHBL (Pasco) asked if they could donate to the project by providing the boundary and topographic survey for the parcel at hand. AHBL did that work, and also provided input on possible parking lot configurations. Public Works was able to easily use the data from AHBL and said the work was of very high quality. This item is a letter of thanks to the contractor for their contributions.

### **FISCAL IMPACT**

None for this action; however the value of the donated work is a couple of thousand dollars saved by the Parks Department.

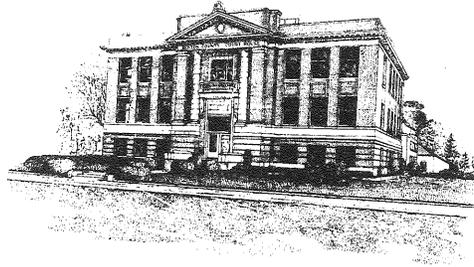
# # #

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



20 September 2016

John Becker, Craig Becker, & Tyler Duncan  
AHBL, Inc.  
9825 Sandifur Parkway – Suite A  
Pasco, Washington 99301

**Re: Assistance with Parking Lot Project at Candy Mountain**

The Board of Commissioners would like to extend our thanks to AHBL's Tri-Cities office for your recent contributions of time, materials, and expertise toward our efforts to construct a new parking area at the newly-created Candy Mountain Preserve. We are aware that your personnel performed a boundary and topographic survey of the subject parcel where we plan to construct the new parking area, and provided that data to our Public Works Department along with follow-up recommendations regarding the configuration of parking area. Our Public Works officials said your work was of the highest quality and immediately usable in the preparation of drawings for this project.

Thank you again for your assistance with this project. We appreciate having companies like AHBL doing business in our community.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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Shon Small, Chairman

---

Jim Beaver

---

Jerome Delvin

cc: Parks Department, Public Works Department, Friends of Badger Mountain

**RESOLUTION**

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

**IN THE MATTER OF COUNTY ROADS, RE: APPROVE THE PURCHASE OF CATEGORY 8B ROAD SALT THROUGH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02714 FROM SALT DISTRIBUTORS, INC., NEWMAN LAKE, WASHINGTON**

**WHEREAS**, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

**WHEREAS**, the enhanced road salt that Benton County Road Department previously purchased has been dispersed and it is necessary to purchase road salt in preparation for winter maintenance activities; and

**WHEREAS**, Category 8B Road Salt for WSDOT Region 5, Maintenance Area 3 is listed on Contract 02714 and is available from Salt Distributors, Inc., Newman Lake, Washington; and

**WHEREAS**, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement-Contract No. 02714; and

**WHEREAS**, the amount of road salt needing to be purchased is dependent upon weather conditions and can vary from year to year; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of County Commissioners authorizes the Road Department to purchase road salt from Salt Distributors, Inc., Newman Lake, Washington through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 from September 27, 2016 through September 26, 2017, at or below the current state contract rate in an amount not to exceed \$100,000.00; and

**BE IT FURTHER RESOLVED**, the Board of County Commissioners authorizes the Chairman to sign the attached Purchase Agreement for purchase of said road salt.

Dated this 27th day of September, 2016

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

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

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

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

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

# PURCHASE AGREEMENT

## Benton County, Washington

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

Resolution No. \_\_\_\_\_

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Salt Distributors, Inc.

Vendor Code:

Vendor Contact: Stan Binczewski

Vendor Contact Phone: 509-710-8033

Vendor Principal Place of Business: Newman Lake, Washington

Ship To: Benton County Road Dept.  
See individual orders for delivery instructions

Bill To: Benton County Road Department  
P. O. Box 1001  
Prosser, WA 99350  
Attn: Shannon Christen

**AGREEMENT:**

In exchange for the consideration identified herein, the Vendor agrees to provide the following supplies to Benton County under the terms described.

Date:	9/27/2016
Delivery Date:	Various

Line/Model	Description	Est Qty	Unit Price	Total Price
1	Category 8B, Road Salt			-
	WSDOT Region 5, Maint. Area 3			-
	Purchase road salt through the use of the			-
	Washington State Master Contract Usage			-
	Agreement-Contract No. 02714 from			-
	September 27, 2016 through September 26, 2017			-
	at or below the current State Contract rate in			-
	an amount not to exceed \$100,000.00	variable	as per State	
			Contract 02714	-
				-
				-
				-
				-
			HANDLING =	-
			SUB TOTAL =	-
			TOTAL ORDER =	-

This purchase agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 02714 (See attached Exhibit A)

Vendor signature on this purchase 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. 02714
  2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:  
Name: Lee Rawlings

Title: Road Superintendent

Address: P. O. Box 1001  
Prosser, WA 99350

Phone: 509-786-5611

Email: lee.rawlings@co.benton.wa.us

Fax: 509-786-5627

Approved as to Form (Civil Deputy Prosecutor): *Shing*

Vendor Name (Print): Stan Binczewski Title: President Date: 9-20-16

Vendor Signature: *[Signature]*

Chairman of Benton County: \_\_\_\_\_ Date: \_\_\_\_\_

# State of Washington Specifications

Effective Date: August 18, 2014

<b>Contract number:</b>	02714
<b>Contract title:</b>	Snow & Ice Control Products
<b>Specifications:</b>	Product specifications are based on the Qualified Products List (QPL) developed by the <u>Pacific Northwest Snowfighters</u> (PNS) Association of British Columbia, Idaho, Montana, Oregon and Washington. All vendors must maintain approved status on the QPL. Any material changes to a product listed on the QPL by either the manufacturer or the vendor, which in any way makes it different from the original qualified material, shall be grounds for disqualifying the product from the list.

<b>Contracts Specialist:</b>	Melanie Williams	<b>Alternate Contact</b>	Customer Service
<b>Phone Number:</b>	(360) 407-9399	<b>Phone Number:</b>	(360) 407-2210
<b>Fax Number:</b>	(360)-586-2426	<b>Email address:</b>	<u>contractingandpurch</u>
<b>Email address:</b>	<u>melanie.williams@des.wa.gov</u>		<u>asing@des.wa.gov</u>

## 1. ORDERING

Orders will be placed by fax or email unless otherwise mutually agreed between Purchaser and Vendor. WSDOT will use a Field Order.

The official order date shall be the date of the transmittal to the Vendor when received by the Vendor prior to 2pm. Orders received after 2pm will be considered as received the next business day.

Vendor shall immediately notify Purchaser if unable to meet the delivery requirements as defined herein. If the Purchaser schedules a date outside of the 30 day delivery requirement identified herein, the order shall be considered late if not received on the scheduled delivery date.

Purchaser is to provide the Vendor with all necessary delivery information when ordering, including but not limited to: business phone, cell phone, fax number, emergency/after-hours number, driving directions, delivery address, driving instructions, receiving times/days, delivery truck type, etc.

## 2. DELIVERY

Delivery must be made during Purchaser's normal work hours and within timeframes specified herein and on the purchase order. Acceptance of late delivery shall not constitute a waiver of timely performance in future purchases.

For WSDOT facilities, regular business days/hours shall be Monday through Friday, 8am to 4pm (PST), excluding Washington State holidays or extended business hours. Contractor is to coordinate extended delivery days/hours with Purchaser prior to making deliveries. It is the Vendor's responsibility to ensure a Purchaser is available to accept deliveries.

Failure to comply with agreed upon delivery times may subject Vendor to liquidated or other damages. The Purchaser may refuse shipment when delivered after normal working hours. The Vendor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the purchaser of late performance, with or without objection by the Purchaser, shall not waive the right to claim damage for such breach.

Three (3) Day Delivery: From November 1 to April 30 orders may specify three (3) day delivery from the official order date. Purchasers will indicate on Purchase Document whether they can accept deliveries during extended business hours. Deliveries made on or after the 4<sup>th</sup> calendar day shall be subject to liquidated damages for late delivery. During an emergency event, vendors will give preference to WSDOT over MUA Members if supply is overwhelmed by demand.

Seven (7) Day Delivery: Purchaser must specify on the order document that delivery must be made in 7 days from the Official Order Date. Deliveries made on or after the 8<sup>th</sup> calendar date shall be subject to liquidated damages for late delivery. During an emergency event, vendors will give preference to WSDOT over MUA Members if supply is overwhelmed by demand.

For 3 day and 7 day delivery orders over 60 tons per location, a minimum of 60 tons must be delivered within three days from the Official Order Date. The balance of the order must be delivered 60 tons per day until the order is fulfilled.

Thirty (30) Day Delivery – Solid Products: Purchaser may specify on the order document that delivery shall be made within thirty (30) calendar days from the official order date. Deliveries made on or after the 31<sup>st</sup> calendar day shall be subject to liquidated damages for late delivery.

Vendor shall provide the Purchaser 24-hour notification of delivery prior to the scheduled delivery, if requested on the order. Delivery notification shall be made during Purchaser's regular business hours.

Vendor may charge a drop shipment fee for each additional stop when there are multiple delivery locations for one truckload. Purchasers may specify multiple delivery locations within the same WSDOT Region.

The Bill of Lading shall include the following information: Date of Delivery (initialed by driver), Purchase Order Number, Product Name, Vendor Name, Delivery Location, Total Amount being delivered, certified scale ticket or certified flow meter ticket, Product Lot number, Transport Company information: Name, tank, trailer or rail car number, point and date of origin.

If a Vendor agrees to extend contract pricing to State of Washington MUA members, the delivered price will be based on the corresponding WSDOT Maintenance Area.

### **3. ADDITION OF DELIVERY LOCATIONS**

New delivery locations may be added at any time during the term of this contract by Purchaser(s) contacting the Vendor directly to setup the account. Purchaser shall allow the Vendor five (5) business days to set-up a new location account and delivery logistics once an order confirmation is received. The contract need not be updated to reflect new delivery locations.

**4. SHIPPING**

Typical truckload volumes are:

Product Type	Description	Approx. Weight	Minimum per Truck Load	Typical Quantity Per Truck Load
Solid	Bulk	2,000 lbs/Ton	30 Tons	30 Tons
Liquid	Bulk	Variable/Ton	5,000 Gallons	6,500 Gallons

Contractor shall package products as follows:

For liquid products, packaging shall be for bulk products shipped in tanker trucks in full truckload delivery quantities, unless otherwise specified in the order document.

For solid products, packaging shall be bulk loads in full truckload delivery quantities.

All products shall be protected from the weather elements and secured in a manner to prevent it from dislodging during transit.

**5. UNLOADING**

To avoid unnecessary unloading delays, Purchaser shall provide ready access to delivery site, adequate room for maneuvering, easy access to liquid tank connection, and a clearly identified unloading spot. Average length of trailer truck is 48 feet and end dump trucks may rise 30 feet above ground level. If an unloading site is not adequate for deliveries, the Vendor will notify the Purchaser.

Unloading of products is the responsibility of the Vendor. There shall be no additional cost to the Purchaser for unloading-related activities.

**For bulk solid products**, an end-dump truck is required for delivery at all WSDOT locations unless otherwise stated on the order document. If the Purchaser requires another type of delivery truck, it must be specified on the order document. There shall be no additional costs to the Purchaser for different types of delivery trucks. Purchaser will identify areas that require a belt loader truck.

**For bulk liquid**, Purchaser's liquid storage tanks will be fitted with a three-inch male pipe cam lock fitting to allow for unloading of product. Vendor will be responsible for all necessary equipment to transfer liquid chemical products to Purchaser's storage tanks. Contractor shall visually inspect the discharge valve prior to unloading for the presence of any foreign materials.

An anti-foaming agent will be available during delivery and unloading from the Vendor for use as needed, at no additional charge to the Purchaser, to control foaming during loading, unloading, and agitation of liquid chemical products.

The Purchaser must note any product issues at the point of delivery on the Bill of Lading. The Purchaser may reject any shipment if problems are noted and immediately halt the unloading process. The Purchaser must immediately advise the Headquarters Maintenance Operations office of any ordering, delivery, storage, or product quality issues. At the time of bid posting the contacts are Jim Anderson and Jay Wells. Customer may change or update this as needed through written notification to the Contract Administrator and Vendor.

**6. INVOICING**

Invoices will include the unit of measure, unit price, total price for units measured, and a copy of the bill of lading before Purchasers will process invoices for payment.

**7. 80/120 VOLUME COMMITMENTS**

WSDOT will provide 80/120 target volume commitments for each WSDOT Region for the upcoming winter season for Categories 1, 2, and 8A-R. Products that are new to this contract (8A-B, 8-B, 8C-B, 8C-R, A1, A2, A3, 4B and 11) are not subject to 80/120 commitments. WSDOT commits to purchasing no less than 80%, and the Vendor is responsible for supplying up to 120%, of the target volume. If the Vendor supplies the same product to multiple regions, purchase volume may be aggregated to meet the 80% minimum purchase, and the 120% maximum supply quantity.

Target purchases may be adjusted annually by August 31. Adjusted quantities will be addressed by mutual written agreement through contract amendment.

**8. ADDITION OF NEW PRODUCTS**

New, improved, or updated products, allowed within Bidder's awarded categories, available from an awarded Vendor and listed on the Pacific Northwest Snowfighters (PNS) Association's QPL may be substituted for a product currently listed in the contract. Substitutions and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.

**9. TESTING NEW PNS PRODUCTS**

During the term of this contract, Purchasers reserve the right to purchase other snow and ice control products for testing and evaluation purposes from any vendor whether on contract or not. Such purchases may result in a maximum displacement of 10% total volume of contracted items. However, the maximum volume displaced may be increased based on legislative direction. The Vendors of displaced products will not be compensated for lost orders, volume or profit.

**10. SAMPLING AND TESTING FOR COMPLIANCE**

All orders are subject to field inspection, sampling and testing on an as delivered basis at the prerogative of the Purchaser. If the vendor offloads product without giving the Purchaser an

opportunity for field inspection, sampling or testing, the material may be deemed non-compliant and subjected to total rejection.

Each type of product may be tested for conformance to PNS specifications during the year. When a sample is taken for testing it will be taken from the delivered shipment. The sample will be used for testing and/or fingerprinting at the Purchaser's expense to insure product quality.

When shipping a sample for testing, Purchaser must include the following information: State Contract Number, Purchase Order Number, Manufacturer or Vendor Name, Name of Product, Lot number of Product, Shipping date, bill of lading number, date received, delivery location, quantity of material delivered, and name and phone number of person receiving the load and taking the samples. (WSDOT will use a third party laboratory; other Purchasers may use a testing laboratory of their choice).

For liquid products a one-gallon sample will be taken from the transfer hose in three equal parts. Each part will be compositely mixed together with the other parts to make up the one-gallon sample that will be submitted to the laboratory for testing. The sample will be collected during unloading of the delivered product by taking a sample from the first third, second third, and last third of the load. If the trailer or pup has compartments, then three equal samples shall be taken from only one of the compartments to complete the sample.

For solid products, samples of the materials should be obtained from a complete cross section of the load. The sample should be placed into a clean and dry wide mouth one-gallon container with a screw top lid and sealed with tape as soon as the sample has been taken to avoid exposing the sample unduly to atmospheric moisture. Sample portions shall be taken from the top, center, and bottom of the load in proportion to the cross section area at that point and well within the stack each time. It is best practice to cut completely through the stack if practicable. Fine material sifts to the bottom. Care should be taken to obtain a complete and representative sample.

#### **11. CERTIFICATION OF PRODUCT DELIVERED**

Contractor shall provide with each shipment a certification that all products delivered meet PNS Qualified Product List and specifications as bid.

Contractor will provide a Lot (Batch or Control) Number for each shipment. The Lot Number is a specific number assigned to that particular production run of the product being delivered. A Lot Number can be the source of multiple deliveries. The Lot Number shall be legible and identified on delivery documents. The Lot Number must enable the Purchaser and Vendor to track delivered products back to its manufacture point, date of manufacture and specific batch for quality assurance and verification. Failure to have a Lot Number with each shipment is grounds for rejection of the load at time of delivery.

For liquid products, the Vendor shall provide a legible printed ticket from a flow meter or certified weight scale that has been tested and certified through the WSDA Weights and Measures Program

on an annual basis. Weight tickets shall be stamped with a Weigh Master Seal. Purchaser may request that the meter (or certified weight scale) be retested and certified again during the delivery year, at no cost to the Purchaser if the data is in question.

## **12. PRODUCT WARRANTY**

For product that has been stored properly, Vendor will be responsible for warranting product that is carried over from season to season. If WSDOT discovers that stored product does not meet PNS specifications the following year, the Vendor agrees to take all necessary action to bring the product back into compliance or replace it with product that does meet PNS Specification. Replacement shall be at the Vendor's expense and occur within 30 days. Either option shall be at no cost to the Purchaser.

## **13. LIQUIDATED DAMAGES**

Liquidated damages may be assessed on any product delivered, which does not meet the product specifications as developed by the Qualified Products List published by the Pacific Northwest Snowfighters (PNS). Purchaser will deduct liquidated damages from the payment of the invoice for the actual amount of product not delivered according to the terms of this agreement. Liquidated damages may be cumulative.

If the Vendor fails to deliver the product in the timeframe specified on the order document, liquidated damages will be assessed:

- \$500 per day for the 4<sup>th</sup> calendar day and every following day on a 3-day order placement up to 50% of the order value
- \$200 per day for the 8<sup>th</sup> day and every following day on a 7-day order placement up to 50% of the order value
- \$100 per day for the 31<sup>st</sup> day and every day following a 30-day order placement up to 50% of the order value
- \$100 for delivery made outside normal business hours with an additional \$100 if delivery is more than one hour past regular business hours, not to exceed \$200 per shipment

For liquid product delivered outside the specified concentration ranges the following liquidated damages will be assessed:

- Concentration exceeding specification by 1.1% or more (but not below the required concentration limit: \$1000 per load per delivery location
- Concentration below specification limit at 24% to 24.9%: \$1500 per load per delivery location
- Concentration below specification limit at less than 24%: 100% of the value per load per delivery location

For solid product delivered outside the specified moisture, gradation and segregation/separation specifications, liquidated damages will be assessed at \$450 per load per delivery location.

Permissible variations of 5% will be allowed for each sieve size.

For Corrosion inhibited product delivered outside the corrosion specifications, liquidated damages will be assessed at \$750 per load per delivery location. Purchaser may elect to reject shipment at its sole discretion without incurring additional costs. Vendor shall remove any rejected product and contaminated material from the Purchaser's site. Purchaser shall determine the amount of material, if any, that has been contaminated by the shipment. Vendor shall replace the rejected product with product that meets specifications. All associated costs for removal and replacement of rejected product and contaminated material shall be at the Vendor's sole expense, including shipping and handling.

#### **14. OTHER REQUIRED REPORTS**

Monthly Contract Activity Reports: Vendor shall provide monthly sales reports for each delivery location supplied through this contract. Reports are due by the 15<sup>th</sup> of the following month. Vendor shall email the report, in Microsoft Excel, to the Contract Administrator and designated WSDOT representative(s). Reports are not required during months with zero sales. The report shall include:

- Product Purchased
- Delivery Region, Maintenance Area, Specific Location
- Delivery Option (3 day, 7 day, 30, day)
- Date Ordered
- Date and Quantity Delivered
- Total Dollar Amount of Sales for the month
- Year to date total volume and dollar amounts

Additional reports may be required by the Contract Administrator to obtain information needed for bid design, contract negotiation, or other need as determined by the Contract Administrator. Vendors will provide reports upon request and within the specified timeframe.

#### **CITY OF SPOKANE**

The following terms and conditions apply only to the City of Spokane

##### **1. STORAGE**

It is the City's intent to have 206,000 gallons in ready inventory at the beginning of a major winter snow and ice storm with a potential re-supply of 60,000 gallons every 48 hours at each site during the storm. The City has onsite storage of 86,000 gallons located at the Northside Satellite, 4101 East Queen Street, Spokane, WA. Vendor will supply product to the Northside Satellite on a keep full basis. The other 120,000 gallons are to be stored in rail cars on a siding or other site/facility approved by the City of Spokane.

##### **2. OFF-SITE STORAGE**

Vendor's off-site storage must be located within the city limits or the western half of the Havana rail yard just north of Sprague and east of Havana. Storage site shall be made readily available to City crews and be provided with continuous power to the City's pumping facility to operate its

lighting, heating and pumping system. The cost for power and readiness shall be included in the unit cost of the product provided.

**3. END OF SEASON INVENTORY**

At the end of the winter season, or approximately March 31, the Vendor will fill the City's storage tanks. Any material left in the vendor supplied storage will be returned to the Vendor and a credit issued.

**4. DELIVERY**

Normal working hours shall be Sunday through Saturday, excluding City holidays, between the hours of 6am and 2pm or 5pm and 1am unless otherwise requested and approved by the City.

**5. BUSINESS LICENSE REQUIREMENTS**

The Vendor shall be responsible for contacting the City's Taxes & Licenses Department at (509) 625-6070 to obtain a business license or receive a determination of exemption in accordance to Section 8.01.070 of the Spokane Municipal Code.

### AUTHORIZED OFFER & CONTRACT SIGNATURE PAGE

In submitting this Bid, the Authorized Signatory below acknowledges having read and understood the entire IFB and agrees to comply with its terms and conditions including the Certifications and Assurances. The Authorized Signatory also agrees to fulfill the offer made in this Bid and any subsequently awarded Contract.

*In witness whereof*, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**For DES use Only:**

This Contract is effective upon final DES signature.

This is an Award for: Snow & Ice Control Products *and based on the attached award letter, which is incorporated by reference.*

**APPROVED (DES)**

Department of Enterprise Services  
1500 Jefferson Street SE  
PO Box 41411  
Olympia, WA 98501

Washington State Department of Enterprise Services

*Melanie Williams 7/9/14*  
Signature Date

*Melanie Williams Procurement Coord.*  
Typed or Printed Name, Title

*Michael Manerick 7/9/14*  
Manager Signature (if applicable) Date

*Michael Manerick Unit Manager*  
Manager's Typed or Printed Name, Title

**CONTACT INFORMATION**

Contact: Melanie Williams  
Title: Contracts Specialist  
Phone: 360-407-9399  
Fax: 360-586-2426  
Email: melanie.williams@des.wa.gov

**APPROVED (VENDOR/CONTRACTOR)**

Salt Distributors, Inc  
P O Box 100  
Newman Lake, Wa. 99025

Bidder's Company Name & Address

X *[Signature]* *4-28-2014*  
Signature Date

Stanley Binczewski, President  
Typed or Printed Name, Title

**CONTACT INFORMATION**

Contact: Stan Binczewski  
Title: President  
Phone: 509-710-8033  
Fax: 509-226-2630  
Email: Sales@SaltDistributorsInc.Com





**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

1500 Jefferson Street SE, Olympia, WA 98501

July 9, 2014

Stan Binczewski, President  
 Salt Distributors, Inc.  
 PO Box 100  
 Newman Lake, WA 99025

Dear Mr. Binczewski:

Congratulations, your firm has been selected as a successful bidder on state Contract 02714 Snow & Ice Control Products. Specifically, your company has been awarded Category 8A-B – Standard Gradation Brining Salt, Category 8B – Standard Gradation Road Salt, Region 6, Category 8C-B – Fine Gradation Brining Salt, Category 8C-R – Fine Gradation Brining Salt as follows:

Category 8A-B	DriRox Coarse Salt		Anti-Caking Agent: N/A		Drop Shipment: \$125.00		
Region 1	3 Day	7 Day	30 Day	Region 4	3 Day	7 Day	30 Day
Maint. Area 1	\$155.00	\$152.00	\$149.00	Maint. Area 1	\$160.00	\$157.00	\$154.00
Maint. Area 2	\$155.00	\$152.00	\$149.00	Maint. Area 2	\$160.00	\$157.00	\$154.00
Maint. Area 3	\$155.00	\$152.00	\$149.00	Maint. Area 3	\$160.00	\$157.00	\$154.00
Maint. Area 4	\$155.00	\$152.00	\$149.00	Maint. Area 4	\$160.00	\$157.00	\$154.00
Maint. Area 5	\$155.00	\$152.00	\$149.00	<b>Region 5</b>			
<b>Region 2</b>				Maint. Area 1	\$146.00	\$143.00	\$140.00
Maint. Area 1	\$151.00	\$148.00	\$145.00	Maint. Area 2	\$146.00	\$143.00	\$140.00
Maint. Area 2	\$145.00	\$142.00	\$139.00	Maint. Area 3	\$146.00	\$143.00	\$140.00
Maint. Area 3	\$151.00	\$148.00	\$145.00	Maint. Area 4	\$146.00	\$143.00	\$140.00
<b>Region 3</b>				<b>Region 6</b>			
Maint. Area 1	\$160.00	\$157.00	\$154.00	Maint. Area 1	\$144.00	\$141.00	\$139.00
Maint. Area 2	\$160.00	\$157.00	\$154.00	Maint. Area 2	\$144.00	\$141.00	\$139.00
Maint. Area 3	\$160.00	\$157.00	\$154.00	Maint. Area 3	\$144.00	\$141.00	\$139.00
Maint. Area 4	\$160.00	\$157.00	\$154.00	Maint. Area 4	\$153.00	\$150.00	\$147.00

Category 8B	QwikSalt		Anti-Caking Agent: YPS	Drop Shipment:	\$125.00
<b>Region 6</b>	3 Day	7 Day	30 Day		
Maint. Area 1	\$121.00	\$118.00	\$115.00		
Maint. Area 2	\$116.00	\$113.00	\$110.00		
Maint. Area 3	\$116.00	\$113.00	\$110.00		
Maint. Area 4	\$126.00	\$123.00	\$120.00		

Category 8C-B	Medium Solar Salt		Anti-Caking Agent: N/A	Drop Shipment:	\$125.00		
<b>Region 1</b>	3 Day	7 Day	30 Day	<b>Region 4</b>	3 Day	7 Day	30 Day
Maint. Area 1	\$155.00	\$152.00	\$149.00	Maint. Area 1	\$160.00	\$157.00	\$154.00
Maint. Area 2	\$155.00	\$152.00	\$149.00	Maint. Area 2	\$160.00	\$157.00	\$154.00
Maint. Area 3	\$155.00	\$152.00	\$149.00	Maint. Area 3	\$160.00	\$157.00	\$154.00
Maint. Area 4	\$155.00	\$152.00	\$149.00	Maint. Area 4	\$160.00	\$157.00	\$154.00
Maint. Area 5	\$155.00	\$152.00	\$149.00	<b>Region 5</b>			
<b>Region 2</b>				Maint. Area 1	\$146.00	\$143.00	\$140.00
Maint. Area 1	\$151.00	\$148.00	\$145.00	Maint. Area 2	\$146.00	\$143.00	\$140.00
Maint. Area 2	\$145.00	\$142.00	\$139.00	Maint. Area 3	\$146.00	\$143.00	\$140.00
Maint. Area 3	\$151.00	\$148.00	\$145.00	Maint. Area 4	\$146.00	\$143.00	\$140.00
<b>Region 3</b>				<b>Region 6</b>			
Maint. Area 1	\$160.00	\$157.00	\$154.00	Maint. Area 1	\$144.00	\$141.00	\$139.00
Maint. Area 2	\$160.00	\$157.00	\$154.00	Maint. Area 2	\$144.00	\$141.00	\$139.00
Maint. Area 3	\$160.00	\$157.00	\$154.00	Maint. Area 3	\$144.00	\$141.00	\$139.00
Maint. Area 4	\$160.00	\$157.00	\$154.00	Maint. Area 4	\$153.00	\$150.00	\$147.00

Category 8C-R	Medium Solar Salt		Anti-Caking Agent: N/A		Drop Shipment: \$125.00		
Region 1	3 Day	7 Day	30 Day	Region 4	3 Day	7 Day	30 Day
Maint. Area 1	\$155.00	\$152.00	\$149.00	Maint. Area 1	\$160.00	\$157.00	\$154.00
Maint. Area 2	\$155.00	\$152.00	\$149.00	Maint. Area 2	\$160.00	\$157.00	\$154.00
Maint. Area 3	\$155.00	\$152.00	\$149.00	Maint. Area 3	\$160.00	\$157.00	\$154.00
Maint. Area 4	\$155.00	\$152.00	\$149.00	Maint. Area 4	\$160.00	\$157.00	\$154.00
Maint. Area 5	\$155.00	\$152.00	\$149.00	Region 5			
Region 2				Maint. Area 1	\$146.00	\$143.00	\$140.00
Maint. Area 1	\$151.00	\$148.00	\$145.00	Maint. Area 2	\$146.00	\$143.00	\$140.00
Maint. Area 2	\$145.00	\$142.00	\$139.00	Maint. Area 3	\$146.00	\$143.00	\$140.00
Maint. Area 3	\$151.00	\$148.00	\$145.00	Maint. Area 4	\$146.00	\$143.00	\$140.00
Region 3				Region 6			
Maint. Area 1	\$160.00	\$157.00	\$154.00	Maint. Area 1	\$144.00	\$141.00	\$139.00
Maint. Area 2	\$160.00	\$157.00	\$154.00	Maint. Area 2	\$144.00	\$141.00	\$139.00
Maint. Area 3	\$160.00	\$157.00	\$154.00	Maint. Area 3	\$144.00	\$141.00	\$139.00
Maint. Area 4	\$160.00	\$157.00	\$154.00	Maint. Area 4	\$153.00	\$150.00	\$147.00

Enclosed is a signed copy of the Authorized Offer & Contract Signature Page acknowledging acceptance. The period of performance begins August 18, 2014.

Per Section 5.6 Price Adjustments, Diesel Fuel Surcharge, a baseline price for diesel fuel will be established August 18, 2014 utilizing the Oil Price Information Service (OPIS) for Spokane, WA, contract average rack price for ultralow #2 Diesel (USLD #2) fuel using the report subscribed to and received by DES. The Contract Administrator will verify OPIS pricing on the 18<sup>th</sup> day of every month thereafter and issue a notice of price adjustment, if applicable. Fuel surcharges will be effective on the first day of each month.

The Department of Transportation has committed to providing 80/120 Volume Target Commitments by August 31 of each year for Category 8B. These quantities will be addressed through contract amendment.

Your firm must also submit quarterly usage reports. The sales report form is located at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx> Once sales have been reported, you will receive and be required to remit to DES a .74% management fee as addressed in the Competitive Procurement Standards, which was an appendix to the IFB.

Contract 02714 Snow & Ice Control Products  
July 9, 2014  
Page 4 of 4

If you have any questions regarding these requirements or other contractual matters, please contact me at (360) 407-9399. I look forward to a mutually beneficial business partnership in the administration of our contract. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Melanie Williams".

Melanie Williams  
Contracts Specialist

Enclosures: Authorized Offer & Contract Signature Page



## 02714 – Snow & Ice Control Products

### Contract Amendment

**Date Issued:** 08/07/14

**Effective Date:** 08/18/14

**Amendment Number:** 01

**Contractor Name:** Salt Distributors, Inc.

This Contract Amendment is issued under the provisions of Contract 02714 – Snow & Ice Control Products. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

### Purpose of Amendment

To add product deliveries for Category 8B and 8A-R to the contract for WSDOT South Central Region 5, Maintenance Area 4 to this contract for the following pricing:

Category 8B	Category 8A-R
3 Day Delivery \$121.00	3 Day Delivery \$146.00
7 Day Delivery \$118.00	7 Day Delivery \$143.00
30 Day Delivery \$115.00	30 Day Delivery \$140.00

### Authorizing Signatures

#### For Contractor:

**Stan Binczewski, President**  
Salt Distributors, Inc.  
509-226-7000  
2128 North Pines Road, Suite 17-17  
Spokane, WA 99206  
[binfamres@msn.com](mailto:binfamres@msn.com)

Signature \_\_\_\_\_

Date 8/25/14

#### For State of Washington:

**Melanie Williams, DES Master Contracts and Consulting (MCC)**  
(360) 407-9399  
PO Box 41411  
Olympia WA 98504-1411  
[melanie.williams@des.wa.gov](mailto:melanie.williams@des.wa.gov)

Signature \_\_\_\_\_

Date 8/12/14

#### MCC Authorizing Manager:

Signature \_\_\_\_\_

Date 8/12/14

## 02714 – Snow & Ice Control Products

### Contract Amendment

**Date Issued:** 08/28/14

**Effective Date:** 10/1/14

**Amendment Number:** 02

**Contractor Name:** Salt Distributors, Inc.

This Contract Amendment is issued under the provisions of Contract 02714 – Snow & Ice Control Products. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

### Purpose of Amendment

To identify new purchase target volumes with corresponding 80% minimum purchase and 120% supply commitment volumes for WSDOT Regions during the 2014/15 winter maintenance season as follows:

<b>PNS Category:</b> 8A-R and 8B Standard Gradation Road Salt			
<b>Product:</b> Dri-Rox			
<b>Contractor:</b> Salt Distributors, Inc.			
<b>Season:</b> Winter 2014/15			
<b>80% = Purchase Commitment; 120% = Supply Commitment</b>			
<b>Note:</b> Volume is expressed in tons			
<u>Region</u>	<u>80%</u>	<u>Target</u>	<u>120%</u>
1. Northwest	-	-	-
2. North Central	-	-	-
3. Olympic	-	-	-
4. Southwest	-	-	-
5. South Central	1,440	1,800	2,160
6. Eastern	9,360	11,700	14,040
<b>Total</b>	<b>10,800</b>	<b>13,500</b>	<b>16,200</b>

### Authorizing Signatures

#### For Contractor:

**Stan Binczewski, President**  
 Salt Distributors, Inc.  
 509-226-7000  
 2128 North Pines Road, Suite 17-17  
 Spokane, WA 99206  
[binfamres@msn.com](mailto:binfamres@msn.com)

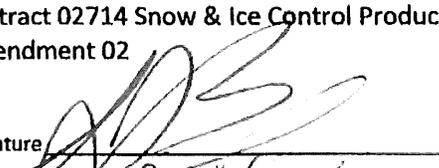
#### For State of Washington:

**Melanie Williams, DES Master Contracts and Consulting (MCC)**  
 (360) 407-9399  
 PO Box 41411  
 Olympia WA 98504-1411  
[melanie.williams@des.wa.gov](mailto:melanie.williams@des.wa.gov)

Contract 02714 Snow & Ice Control Products  
Amendment 02

Signature

Date

  
9/3/14

Signature

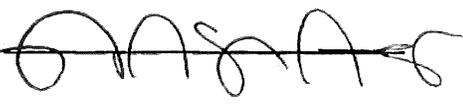
Date

  
9/9/14

**MCC Authorizing Manager:**

Signature

Date

  
9/12/14



## Contract Updates

Contract Number: 02714

Snow & Ice Control Products

08-14-2015 :	<b>CONTRACT STATUS</b>	The contract has been extended, term date has been updated to the new contract end date of 8/18/2022.
09-02-2014 :	<b>CONTRACT CHANGE</b>	Amendment 2 has been issued to LTI, Inc. and Salt Distributors, Inc. determining WSDOT 80/120 Target Volumes for the 2014 - 2015 Winter Season.
09-02-2014 :	<b>CONTRACT CHANGE</b>	Amendment 1 has been issued to Roadwise, Inc., EnviroTech Services, Inc. and America West Environmental determining WSDOT 80/120 Target Volumes for the 2014 - 2015 Winter Season.
08-08-2014 :	<b>CONTRACT CHANGE</b>	Amendment 1 has been executed with LTI, Inc. and Salt Distributors, Inc. removing WSDOT Region 5 South Central, Maintenance Area 4 from LTI, Inc. and adding it to Salt Distributors, Inc, which will allow Salt Distributors to provide service to this area.
07-31-2014 :		IFB 02714 Snow & Ice Control Products, Category 1 has been awarded to Roadwise (Regions 1, 4, 6) and EnviroTech, (Regions 2, 3, 5). The period of performance beings 8/18/14.
07-17-2014 :		Award of IFB 02714 Category 1 Rebid is delayed while the agency responds to a protest that has been filed.
07-15-2014 :		One debrief request was received on IFB 02714 Category 1 (Rebid). The debrief was held Friday, July 11, 2014, which prohibits award for 5 business days making the earliest award possible Monday, July 21, 2014.
07-15-2014 :		Contract #02714 (Snow & Ice Control Products) was awarded July 9, 2014. The contract was awarded by product and by region, and goes into effect Aug. 18, 2014. •Category 1 – Corrosion Inhibited Liquid Magnesium Chloride: Will be awarded at a later date

		<p>because this category was rebid. The bid closed July 2, 2014. •Category 2 – Corrosion Inhibited Liquid Calcium Chloride: Awarded to America West Environmental Supplies, Inc. of Pasco, WA. •Category 4B – Corrosion Inhibited Solid Sodium Chloride: Awarded to EnviroTech Services, Inc. of Greely, CO. •Category 8A-B – Standard Gradation Brining Salt: Awarded to Salt Distributors, Inc. of Newman Lake, WA. •Category 8A-R – Standard Gradation Road Salt: Awarded to LTI, Inc. of Lynden, WA •Category 8B – Standard Gradation Road Salt: Regions 1 – 5 awarded to LTI, Inc. of Lynden, WA and Region 6 awarded to Salt Distributors, Inc. of Newman Lake, WA. •Category 8C-B – Fine Gradation Brining Salt: Awarded to Salt Distributors, Inc. of Newman Lake, WA. •Category 8C-R – Fine Gradation Road Salt: Awarded to Salt Distributors, Inc. of Newman Lake, WA. •Category 11 – Corrosion Inhibited Liquid Chloride Blended Brines: Awarded to Two Rivers Terminal, LLC of Pasco, WA. •Category A1 – Corrosion Inhibitor for Sodium Chloride Brine: Awarded to Paradigm Chemical, LLC of Lakewood, CO. •Category A2 – Corrosion Inhibitor for Sodium Chloride and Calcium Chloride Brine: Awarded to America West Environmental Supplies, Inc. of Pasco, WA. For additional information about this contract, please visit the webpage or contact DES Contract Specialist Melanie Williams at (360) 407-9399.</p>
<p><b>07-09-2014 :</b></p>		<p>Repost of IFB 02714 for rebid of Category 1 closed July 2, 2014. Announcement of Apparent Successful Bidder was made July 7, 2014. One vendor has requested a debrief. Bidders are given a five day protest period. The earliest award can be made is July 21, 2014.</p>
<p><b>06-23-2014 :</b></p>		<p>Repost of IFB 02714 for rebid of Category 1 was posted June 23, 2014 with a bid closing date of July 2, 2014. Complaints must be received prior to the bid closing date.</p>
<p><b>06-23-2014 :</b></p>		<p>DES provided a protest response to EnviroTech Services on Friday, June 20, 2014. DES felt there was ambiguous language provided in the IFB regarding the number of non-cost factor submittals that could be submitted as part of the bid package, which may have prevented the State from capturing an accurate picture of non-cost factors for evaluation and consideration. Therefore, and true to the state's procurement goals, the State will cancel and rebid Category 1 as allowed for in RCW 39.26.160(I)(a)(i).</p>

<b>06-18-2014 :</b>		Award of this contract is delayed while the department reviews two protests that have been filed.
<b>06-05-2014 :</b>		Debriefs have been requested by two vendors. Bidders are given a five day protest period. The earliest award can be made is June 13, 2014.
<b>06-05-2014 :</b>		Notice of Apparent Successful Bidder (ASB) was sent out to all bidders on May 29, 2014. Bidders are given a three day period to request a debrief. The earliest award can be made is June 2, 2014.
<b>05-08-2014 :</b>		IFB 02714 Snow & Ice Control Products' replacement contract for 02708 closed 4/30/14. Evaluation is underway. Bidders will be notified via email of the apparent successful bidder(s).
<b>03-28-2014 :</b>		IFB 02714 Snow & Ice Control Products' replacement contract for 02708 was posted to WEBS 3/26/14. Pre-Bid Conference will be held 4/9/14 at 9:30am at 1500 Jefferson Street SW Olympia, WA 98501. Bid closing date is 4/30/14 at 2PM.



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**State of Washington  
Pricing & Ordering Information  
Effective Date: 09/01/2016**

Contract Administrator: Mark Roush (360) 407-9311 [mark.roush@des.wa.gov](mailto:mark.roush@des.wa.gov)  
 Alternate Contact: Customer Service (360) 407-2210 [contractingandpurchasing@des.wa.gov](mailto:contractingandpurchasing@des.wa.gov)  
 Current Term: 8/18/15 - 8/17/22

**Diesel Fuel Surcharge: Effective 09/01/16 -\$0.26/mile (credit to customer)**

**Deicer Road Salt for 2016/2017**

**WSDOT CC 7754-577-424 if Unit of Issue = Ton (TN) -OR- 7754-577-425 if Unit of Issue = Pound (LB)**

Vendor:	LTI			LTI (Regions 1 -5)			EnviroTech			Salt Distributors			Salt Distributors		
	SDI (Region 5 MA 4)			SDI (Region 6, Region 5 MA 4)											
Product Offered:	K+S / Dri-Rox			ESSA			Ice Slicer RS			Dri-Rox			Rapid Thaw		
Order Information:	Tony Smith			Tony Smith			Order Fullfillment			Stan or Nic Binczewski			Stan or Nic Binczewski		
	206-439-5482			206-439-5482			800-577-5346			509-710-8033 / 509-218-1983			509-710-8033 / 509-218-1983		
	<a href="mailto:saltorders@lynden.com">saltorders@lynden.com</a>			<a href="mailto:saltorders@lynden.com">saltorders@lynden.com</a>			<a href="mailto:orders@envirotechservices.com">orders@envirotechservices.com</a>			<a href="mailto:sales@salt distributorsinc.com">sales@salt distributorsinc.com</a>			<a href="mailto:sales@salt distributorsinc.com">sales@salt distributorsinc.com</a>		
	Pcard Accepted: No			Pcard Accepted: No			Pcard Accepted: VISA, MC, AE, Discover			Pcard Accepted: VISA			Pcard Accepted: VISA		
	ORCPP Members: No			ORCPP Members: No			ORCPP Members: Add 25%			ORCPP Members: Add 10%			ORCPP Members: Add 10%		
	3 Day Delivery	7 Day Delivery	30 Day Delivery	3 Day Delivery	7 Day Delivery	30 Day Delivery	3 Day Delivery	7 Day Delivery	30 Day Delivery	3 Day Delivery	7 Day Delivery	30 Day Delivery	3 Day Delivery	7 Day Delivery	30 Day Delivery
<b>South Central Region-5</b>															
Area 1	\$123.22	\$121.20	\$115.65	\$123.22	\$121.20	\$115.65	\$161.83	\$159.33	\$157.00	\$146.00	\$143.00	\$140.00	\$146.00	\$143.00	\$140.00
Area 2	\$126.25	\$124.23	\$118.68	\$126.25	\$124.23	\$118.68	\$161.58	\$159.08	\$156.20	\$146.00	\$143.00	\$140.00	\$146.00	\$143.00	\$140.00
Area 3	\$128.27	\$126.25	\$120.70	\$128.27	\$126.25	\$120.70	\$153.98	\$151.50	\$147.70	\$146.00	\$143.00	\$140.00	\$146.00	\$143.00	\$140.00
Area 4	\$151.51	\$148.51	\$145.51	\$126.51	\$123.51	\$120.51	\$162.35	\$159.85	\$156.57	\$146.00	\$143.00	\$140.00	\$146.00	\$143.00	\$140.00
<b>Eastern Region-6</b>															
Area 1	\$151.50	\$149.48	\$143.93	\$126.51	\$123.51	\$120.51	\$170.73	\$168.21	\$165.12	\$144.00	\$141.00	\$139.00	\$144.00	\$141.00	\$139.00
Area 2	\$146.45	\$144.43	\$138.88	\$121.51	\$118.51	\$115.51	\$166.36	\$163.85	\$160.26	\$144.00	\$141.00	\$139.00	\$144.00	\$141.00	\$139.00
Area 3	\$139.38	\$137.36	\$131.81	\$121.51	\$118.51	\$115.51	\$161.27	\$158.77	\$155.44	\$144.00	\$141.00	\$139.00	\$144.00	\$141.00	\$139.00

**RESOLUTION**

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

**IN THE MATTER OF ESTABLISHING TRAFFIC CONTROL ON PLEASANT DRIVE AND LINDHILL COURT BY SETTING THE SPEED LIMITS TO 25 MPH**

**WHEREAS**, the County Engineer has identified Pleasant Drive and Lindhill Court which are residential streets; and

**WHEREAS**, the County Engineer recommends placing a 25 mph speed limit on these County roads based on the character of the roads; and

**WHEREAS**, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

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

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways:

- Pleasant Drive** – cul-de-sac to Old Inland Empire Highway
- Lindhill Court** – Pleasant Drive to cul de sac

Dated this 27th day of September, 2016.

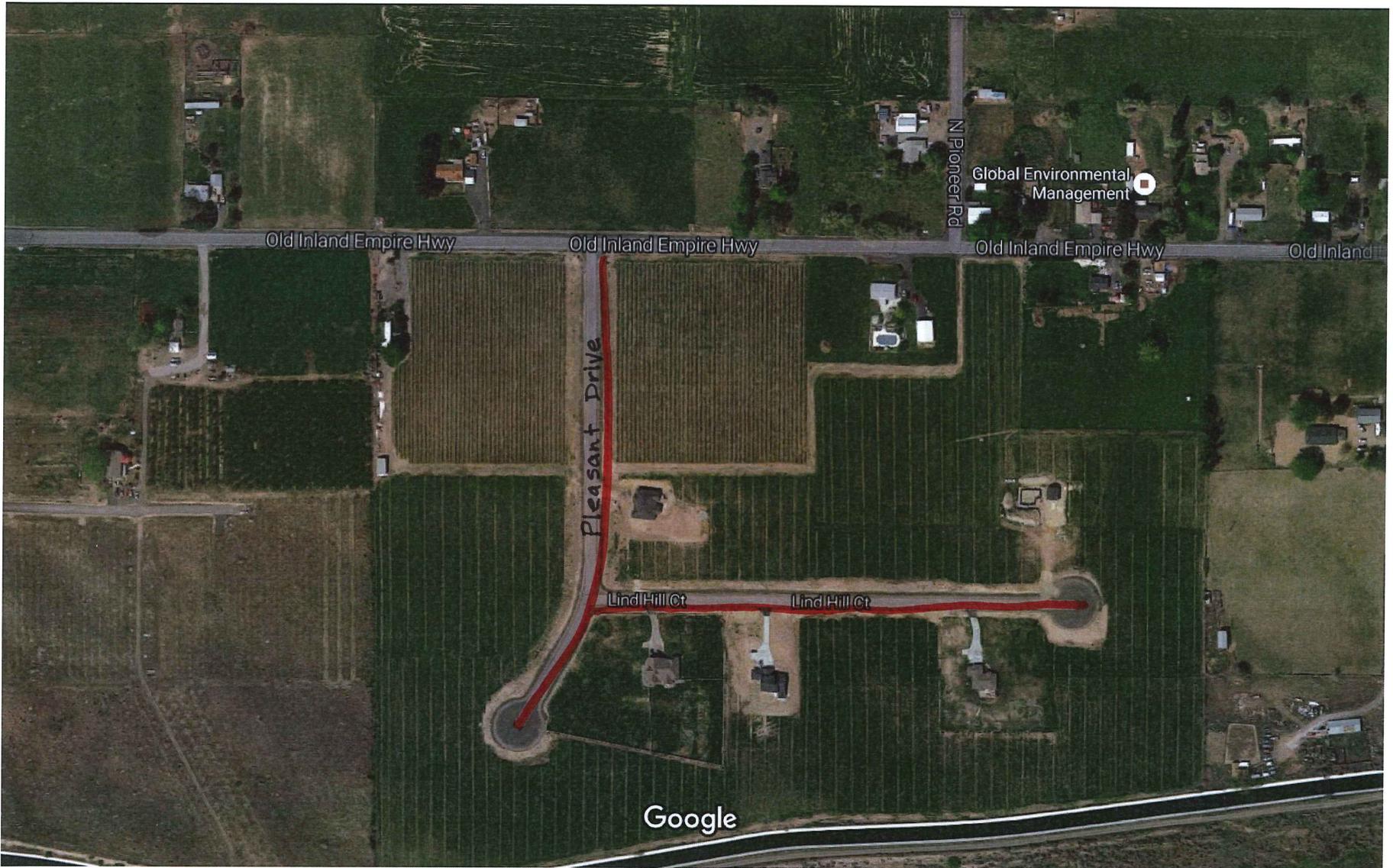
\_\_\_\_\_  
Chairman of the Board.

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

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

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

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



Imagery ©2016 Google, Map data ©2016 Google 200 ft

**RESOLUTION**

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

**IN THE MATTER OF THE RENTAL OF TWO BUCKET TRUCKS FOR USE BY THE BENTON COUNTY ROAD DEPARTMENT FROM L & M TRUCK SALES, INC., SPOKANE, WASHINGTON**

**WHEREAS**, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

**WHEREAS**, per Section 2.2.2 (Purchases or Leases between \$5,000 and \$24,999), county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase or lease is to be approved by the Board of Benton County Commissioners by Resolution; and

**WHEREAS**, the following companies were solicited to provide quotes for rental of two bucket trucks by the Benton County Road Department:

- L & M Truck Sales, Inc.** – Spokane, WA – \$2,850.00/month plus \$150.00 transportation fee plus \$0.12/mile plus WSST
- Herc Rentals** – Richland, WA – \$4,124.00/month plus \$125.00 transportation fee plus WSST
- Arrow Construction Supply** – Spokane, WA – None available
- United Rentals, Inc.** – Pasco, WA – None available

**WHEREAS**, the County Engineer reviewed the quotes for completeness and recommends the rental of two bucket trucks from L & M Truck Sales, Inc., Spokane, WA; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby approves the rental of two bucket trucks for use by the Benton County Road Department from L & M Truck Sales, Inc., Spokane, WA in the amount of \$2,850.00 per month for each truck plus transportation cost and other taxes and fees plus WSST with an estimated rental time of two months for each truck; and

**BE IT FURTHER RESOLVED** that the rental of the bucket trucks, plus transportation costs, and mileage fee shall not exceed \$13,000.00 plus Washington State Sales Tax; and

**BE IT FURTHER RESOLVED** the Chairman is authorized to sign said rental agreements.

Dated this 27th day of September 2016.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

L&M TRUCK SALES, INC.

E. 4001 Boone, Box 11912 \*\* Spokane, WA 99211-1912 \*\* Phone (509) 535-4175 \*\* FAX (509) 535-3231

BILL TO: BENTON COUNTY ROAD DEPT  
ADDRESS: PO BOX 1001  
PROSSER, WA 99350  
PHONE: (509) 786-5611

SHIP TO: \_\_\_\_\_  
ORDERED BY: \_\_\_\_\_

INSURANCE:  
CONTACT:

PH/FAX:

EQUIPMENT RENTED:  
35.5170 12 FORD  
F550 37'BUCKET  
1FDUF5HT8CEB75272  
AGREED VALUE: \$84,750.00

DATE	10/03/2016	OUT	IN
TIME	_____		/ /
MILES	_____		
HUB	_____		
HOURS	_____		
FUEL	_____		
TIRES	_____		
CAB	_____		
BUMPER	_____		
WINDSHIELD	_____		
BED	_____		
OIL	_____		
BOOM	_____		
CABLE	_____		
BASKET	_____		
RADIO	_____		
EXT./FLARES	_____		
HARNESS	_____		
LANYARD	_____		
FLAPS	_____		
OTHER	_____		

LOCATION: PROSSER WA

RENTAL RATES  
DAILY \$ 240  
WEEKLY \$ 940  
MONTHLY \$ 2850

MILEAGE \$ .12 / ML

INS. VERIFIED \_\_\_\_\_  
INS. CARD \_\_\_\_\_  
CDL LICENSE \_\_\_\_\_  
PO # \_\_\_\_\_

RENT: \_\_\_\_\_ MOS. \_\_\_\_\_ WKS. \_\_\_\_\_ DAYS \_\_\_\_\_  
FUEL: \_\_\_\_\_ GALLONS AT \$ \_\_\_\_\_ /GALLON  
MILEAGE: \_\_\_\_\_ MILES (- FREE) x \_\_\_\_\_ CENTS  
FREIGHT CLEANING 150 in/mc  
SALES TAX ON: \$ \_\_\_\_\_ AT \_\_\_\_\_ %  
TOTAL: \_\_\_\_\_

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ 150.00  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ =====

SPECIAL AGREEMENTS: \_\_\_\_\_  
\_\_\_\_\_

L&M TRUCK SALES, INC., Lessor

BENTON COUNTY ROAD DEPT, Lessee

BY: [Signature]

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

PRINT NAME: Shon Small-Chairman  
Benton County Board of Commissioners

Approved as to form:

[Signature]  
Deputy Prosecuting Attorney

1. RECEIPT IN GOOD CONDITION: Lessee acknowledges receipt of the leased equipment described herein, and expressly declares that the equipment was in good and efficient operating condition, in every respect, at the time of delivery.

2. TITLE/NEW ASSIGNMENT: Title to the equipment is and shall, at all times, remain with Lessor. There is no option to purchase contained in this agreement. Lessee shall not assign this agreement or permit the equipment leased under it to be used or operated by anyone other than its employees, or at any job site other than that contemplated at the time this agreement was entered into.

3. TERM: The term of this agreement commences on the date and time out shown above and expires when the equipment is returned to the possession of Lessor in as good condition as it was when delivery was made to Lessee, ordinary wear and tear excepted. For good cause at any time, Lessor may at its option, terminate this agreement and, at Lessee's expense, enter upon the property where the equipment is located to retake possession of the equipment, without prior notice or demand to the Lessee. The term continues during any repairs by Lessor and neither the term nor the charges shall be abated by any period of non-use by Lessee.

4. NO WARRANTIES: Lessee acknowledges that the equipment leased under this agreement was selected by Lessee based upon its own independent personal knowledge and opinion of Lessee's needs and of the equipment and was made without reliance upon any representations made by Lessor. Lessee acknowledges that Lessor is not the manufacturer of the equipment and that LESSOR MAKES NO WARRANTIES OF ANY KIND, EITHER, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

5. OPERATION OF EQUIPMENT: Lessee warrants that the equipment will be used at Lessee's risk, shall be operated – at all times – only by competent and qualified operators, and that the equipment will be operated and used with strict adherence to, observation of the obedience of all safety laws, risk warnings, precautions, labels, decals, and customary safety practices.

6. COMPETENT OPERATORS: Lessee agrees that at all times following delivery the equipment leased under this agreement will be taken possession of, operated, maintained, and/or controlled only by those of its agents, employees, or other authorized personnel, who are fully qualified and properly insured to operate, and use such equipment.

7. RENTAL RATES: Rental rates are based on no more than an 8-hour working day, no more than a 40-hour week, and no more than a 160-hour month. Any use exceeding those periods will be charged as follows: Up to double shifts, 16 hours per day will be charged 1.5 times the 8-hour working day rate, above the double shifts will be charged at twice the 8 hour work day rate.

8. PAYMENT TERMS/SERVICE CHARGES/ACCRUED RENTAL CHARGES: All charges under this agreement shall be due and payable on or before the 10<sup>th</sup> day of the month immediately following the date of billing. Deposits, if any may be applied at the option of the Lessor to any rental charges, repair charges, or any other obligation of the Lessee to the Lessor. A past due service charge computed on the basis of 1.5% per month (equivalent to 18% per annum) shall be paid on all sums not paid when due.

9. TAXES: In the absence of Lessee providing Lessor with a tax exemption certificates that is acceptable to the appropriate authorities, the amount of any present or future sales or other taxes or assessments applicable to this agreement or upon the leased equipment shall be added to and considered as part of the rental price, and will be fully payable by the Lessee.

10. DAMAGE TO EQUIPMENT: Lessee shall be solely responsible for any and all damages to the leased equipment – but not limited – damage to the boom, winch cable, and swing assembly, and Lessee agrees to hold L&M Truck Sales, Inc. harmless for repair or replacement cost. Anything other than normal wear and tear on the tires on the leased equipment is the sole responsibility of the Lessee.

11. INSPECTION: Lessor reserves the right to inspect the equipment at any reasonable time.

12. TRANSPORTATION CHARGES: In addition to other charges, any transportation charges for the Equipment from the time it leaves the Lessor's premises until the time it is returned shall be paid by the Lessee.

13. RETURN OF EQUIPMENT: Lessee shall return intact to the Lessor, all of the equipment leased hereunder, including the tires thereon, in the same condition as it was when delivered to Lessee. Ordinary wear and tear accepted. UNDER NO CIRCUMSTANCES SHALL DAMAGE TO THE BOOM CABLE OR

SWING ASSEMBLY BE DEEMED ORDINARY WEAR AND TEAR. Customer is responsible for normal maintenance.

14. INDEMNITY: Lessee agrees to identify, defend and hold Lessor harmless from any and all claims for property damage or injuries or death, including injuries to employees of, or property belonging to Lessee, arising out of the use, operation, storage or transportation of the described equipment by Lessee, its' employees, agents or others not necessary parties to this agreement. Lessee specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Act, Title 51, R.C.W (for Washington leases/rentals only.)

15. INSURANCE: Lessee agrees to maintain, in full force and effect, during the term of this agreement, insurance coverage, all risk as specified below, including L&M Truck Sales, Inc. as additional insured and loss payee, and within 24 hours of delivery of equipment to furnish certificates of insurance satisfactory to Lessor, providing not less than 10 days written notice of cancellation, non-renewal, or any changes in limits or coverage, which would affect any of the following requirements:

1. COMMERCIAL GENERAL LIABILITY LIMITS: Per Occurrence: \$1,000,000, General Aggregate; \$2,000,000, Products & Completed Operations Aggregate: \$2,000,000, L&M Truck Sales, Inc. named as Additional Insured with Primary Endorsement. Per job aggregate limits endorsement.
2. AUTOMOBILE LIABILITY: (An exception exists if the General Liability and Contractors Equipment Floater's definition clearly defines the entire rental unit inclusive of truck that crane is mounted on as mobile or contractors equipment.) Limits: \$1,000,000 per occurrence Combined Single Limit. L&M Truck Sales, Inc. named as Additional Insured/Loss Payee via Endorsement.
3. CONTRACTORS EQUIPMENT FLOATER: (Inland Marine Form) covering Physical Damage with sufficient limits adequate to cover value of rental unit. Covered Perils: All Risk Form to include Flood and Earthquake. Full coverage of booms and no exclusions for overload. Lessee is responsible for any deductible. **NO BOOM EXCLUSIONS.**
4. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY covering all employees of Lessee. Limits: Workers' Compensation – Statutory Limit. Employers' Liability Limits: Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$1,000,000 each employee, Bodily Injury by Disease: \$1,000,000 policy limit. Washington/Nevada Lessees: \$1,000,000 Stop Gap Employers' Liability. Note: Employers' Liability limits can be satisfied through an Umbrella/Excess policy.

16. LIMITATION OF REMEDIES: Lessee expressly agrees that Lessor shall not be liable for any loss, delay, cost, expense, or damages of any kind, arising out of the delivery, delay in delivery, operation breakage or misuse of the equipment leased under this agreement and shall hold Lessor harmless therefore. If under normal use, the equipment becomes inoperable, without fault on Lessee's part, Lessor's liability is hereby expressly limited to any repairs which Lessor, in its sole opinion, determines are necessary to make the equipment fully functional. In such event, Lessor may elect to terminate this agreement or substitute equipment, rather than repair inoperable equipment. Under such circumstances the rental charges will be abated from the time Lessee gives notice to the Lessor to the time of repair completion or substitution of equipment, but nothing occasioned by such repairs or replacement shall abate the rental term.

17. JURISDICTION: This agreement shall be interpreted under the laws of the State of Washington: Lessee expressly consents and submits to the jurisdiction of the courts of the State of Washington. If suit should be brought to collect any of the sums provided for herein the Lessee agrees that the venue may be placed in Spokane County, Washington.

18. ATTORNEY'S FEES: In the event Lessor engages legal counsel to commence litigation or appeal seeking payment of any sums due it from the Lessee occasioned by Lessee's breach of this agreement, Lessee expressly agrees that it shall pay all of Lessor's reasonable attorney's fees, cost, and expense including in consulting, preparing, filing, foreclosing, collecting, satisfying and/or releasing any lien or bond claim, whether or not litigation is actually commenced.

19. If any provision or portion of this agreement is declared invalid, the invalid language shall be considered delete from this agreement and shall not invalidate the remaining language.

20. Down time due to misuse or vandalism: Lessee will pay on demand 100% of rental during down time period. If equipment is a total loss, Lessee will be responsible for any short pay from Lessee's insurance to cover agreed value of equipment.

LESSEE: \_\_\_\_\_

L&M TRUCK SALES, INC.

E. 4001 Boone, Box 11912 \*\* Spokane, WA 99211-1912 \*\* Phone (509) 535-4175 \*\* FAX (509) 535-3231

BILL TO: BENTON COUNTY ROAD DEPT  
ADDRESS: PO BOX 1001  
PROSSER, WA 99350  
PHONE: (509) 786-5611

SHIP TO: \_\_\_\_\_  
ORDERED BY: \_\_\_\_\_

INSURANCE:  
CONTACT:

PH/FAX:

EQUIPMENT RENTED:  
35.5190 12 FORD  
F550 BUCKET/37'  
1FDUF5HT2CEB75266  
AGREED VALUE: \$89,750.00

	OUT	IN
DATE	10/03/2016	/ /
TIME	_____	_____
MILES	_____	_____
HUB	_____	_____
HOURS	_____	_____
FUEL	_____	_____
TIRES	_____	_____
CAB	_____	_____
BUMPER	_____	_____
WINDSHIELD	_____	_____
BED	_____	_____
OIL	_____	_____
BOOM	_____	_____
CABLE	_____	_____
BASKET	_____	_____
RADIO	_____	_____
EXT./FLARES	_____	_____
HARNESS	_____	_____
LANYARD	_____	_____
FLAPS	_____	_____
OTHER	_____	_____

LOCATION: PROSSER WA

RENTAL RATES

DAILY \$ 240  
WEEKLY \$ 940  
MONTHLY \$ 2850

MILEAGE \$ .12 / ML

INS. VERIFIED \_\_\_\_\_  
INS. CARD \_\_\_\_\_  
CDL LICENSE \_\_\_\_\_  
PO # \_\_\_\_\_

RENT:	_____	MOS.	_____	WKS.	_____	DAYS	_____	\$	_____
FUEL:	_____	GALLONS AT \$	_____	/GALLON	_____			\$	_____
MILEAGE:	_____	MILES (-	FREE) x	_____	CENTS			\$	_____
<b>FREIGHT/CLEANING</b>	<b>150</b>	<b>in/out</b>						\$	<b>150.00</b>
SALES TAX ON:	\$	_____	AT	_____	%			\$	_____
TOTAL:								\$	=====

SPECIAL AGREEMENTS: \_\_\_\_\_  
\_\_\_\_\_

L&M TRUCK SALES, INC., Lessor  
BY: *[Signature]*

BENTON COUNTY ROAD DEPT, Lessee  
BY: \_\_\_\_\_  
PRINT NAME: Shon Small-Chairman  
Benton County Board of Commissioners

Approved as to form:  
*[Signature]*  
Deputy Prosecuting Attorney

1. RECEIPT IN GOOD CONDITION: Lessee acknowledges receipt of the leased equipment described herein, and expressly declares that the equipment was in good and efficient operating condition. in every respect, at the time of delivery.

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18. ATTORNEY'S FEES: In the event Lessor engages legal counsel to commence litigation or appeal seeking payment of any sums due it from the Lessee occasioned by Lessee's breach of this agreement, Lessee expressly agrees that it shall pay all of Lessor's reasonable attorney's fees, cost, and expense including in consulting, preparing, filing, foreclosing, collecting, satisfying and/or releasing any lien or bond claim, whether or not litigation is actually commenced.

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20. Down time due to misuse or vandalism: Lessee will pay on demand 100% of rental during down time period. If equipment is a total loss, Lessee will be responsible for any short pay from Lessee's insurance to cover agreed value of equipment.

LESSEE: \_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>September 27, 2016</u>	Execute Agreement _____	Consent Agenda _____ <u>X</u>
Subject: <u>Approving invoice from Denchel Ford for FD #6 truck engine</u>	Pass Resolution _____ <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Fire District #6 has a fire truck (#52-15) that is managed by the ER&R Fund. The fire truck’s engine needed replaced. Quotes were solicited from both Ford dealers in the area – Corwin Ford and Tom Denchel Ford. The quotes are as follows (without taking into consideration the core deposit):

Tom Denchel Ford	\$11,620.00 plus WSST
Corwin Ford Tri-Cities	\$11,631.00 plus WSST

Time was of the essence to get the fire truck back in to service, so it was decided to purchase the engine from Tom Denchel Ford. We now have an invoice for \$11,620 plus WSST that needs to be paid by ER&R. It will then be billed to Fire District #6 in the regular monthly maintenance billings and reimbursed back to ER&R.

**SUMMARY**

Fire District #6 had a fire truck that needed the engine replaced. Quotes were received from both Ford dealers in the area with Tom Denchel Ford being the lowest. Time was of the essence, so the engine was purchased from Tom Denchel Ford. We now need to pay the invoice for \$11,620.00 plus WSST for a total of \$12,619.32.

**RECOMMENDATION**

Approve the payment of the invoice to Tom Denchel Ford for the purchase of an engine for a fire truck for \$12,619.32.

**FISCAL IMPACT**

\$12,619.32 expended from the ER&R fund which will be reimbursed back from Fire District #6 in their regular monthly maintenance billing.

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF APPROVING PAYMENT OF AN INVOICE FROM TOM DENCHEL FORD FOR AN ENGINE FOR A FIRE TRUCK BELONGING TO BENTON COUNTY FIRE DISTRICT #6**

**WHEREAS**, Benton County Fire District #6 has a fire truck (#52-15) that needed the engine replaced; and

**WHEREAS**, quotes were solicited from both Ford dealers in the area and are as follows:

Tom Denchel Ford	\$11,620.00 plus WSST
Corwin Ford Tri-Cities	\$11,631.00 plus WSST

and

**WHEREAS**, the County Engineer recommended the engine be purchased from Tom Denchel Ford; and

**WHEREAS**, Tom Denchel Ford has invoiced for the engine at a total cost of \$12,619.32 including WSST; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners approves the payment of an invoice to Tom Denchel Ford for an engine for a fire truck belonging to Benton County Fire District #6 at a total cost of \$12,619.32 payable from the ER&R Fund.

Dated this 27th day of September, 2016.

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

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

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

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

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



52-15

P.O. Box 912 • 630 Wine Country Road • Prosser, WA 99350 • (509) 786-2155 or 1-800-762-3673

CUST NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
10126	786-5611	MICHAEL		CHARGE	ISAAC	09/14/16	53146 F1R G

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BENTON COUNTY ROAD DEPT  
PO BOX 1001  
PROSSER, WA 99350-0954

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P  
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O  
P  
VIN: 1FT8W3BT7BEC47693  
MIL: 91800

SHIP QTY	B. O. QTY	PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
1	0	DC3Z-6007-ARM SN: R07609745	SD	13212.91	11620.00	11620.00

8480

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

<b>TERMS</b> NO RETURNS ON ELECTRICAL OR SPECIAL ORDER ITEMS. A RESTOCKING CHARGE WILL BE APPLIED ON ALL MERCHANDISE RETURNED FOR CREDIT. NO RETURNS AFTER 30 DAYS. 20% RESTOCKING FEE ON ALL SPECIAL ORDER PARTS. RECD. BY _____	SUBTOTAL	11620.00
	TAX	999.32
	FREIGHT	0.00
	<b>PAY THIS AMOUNT</b>	<b>12619.32</b>

CUSTOMER COPY



0102653146

PARTS INVOICE

09:01:31 PAGE 1 OF 1  
NET508

# Corwin | Ford Tri-Cities

1225 N. Autoplex Way · Pasco, WA 99301  
 Phone: 509-544-8000 · Toll Free: 800-843-4546  
 Parts Direct: 509-545-8915  
 www.corwinfordtricity.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED 13 SEP 16	YOUR ORDER NO.	DATE SHIPPED 13 SEP 16	INVOICE DATE	INVOICE NUMBER Q4258
---------------------------	----------------	---------------------------	--------------	-------------------------

**SOLD TO** ACCOUNT NO. 1350 **SHIP TO** PAGE 1 OF 1 17:24  
 BENTON COUNTY PUBLIC WORKS BENTON COUNTY ROAD  
 ROAD DEPT 102808 WISER PARKWAY  
 PO BOX 1001 KENNEWICK, WA 99338  
 PROSSER, WA 99350

SHIP VIA	SLSM. 285	B/L NO. (509)786-5611	TERMS WHSL CHARGE	F.O.B. PASCO, WA					
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	WE ACCEPT RETURNS IF...  IT HAS BEEN LESS THAN 30 DAYS SINCE YOUR PURCHASE  THIS INVOICE IS PRESENTED  PARTS ARE IN ORIGINAL UNDAMAGED PACKAGE  SORRY - NO RETURNS ON SPECIAL ORDER OR ELECTRICAL PARTS  SOME PARTS SUBJECT TO A RESTOCKING CHARGE OF 30%	
1	1	0	DC3Z*6007*ARM	SP-ORDREMAN E	3212.91	1631.00	11,631.00		
			CORE DEPOSIT			3200.00	3,200.00		
**** INVOICE QUOTE - DO NOT PAY ***									
Thank You For Your Business!!!!							PARTS	14,831.00	
							SUBLET		
							FREIGHT	0.00	
							SALES TAX	1,275.47	
							TOTAL	\$16,106.47	

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**CUSTOMER COPY**

CUSTOMER SIGNATURE

OFFICE COPY

## CORWIN FORD Tri-Cities

1225 N. Autoplex Way  
 Pasco, WA 99301  
 Phone: 509-544-8000  
 Toll Free: 800-843-4546  
 Parts Direct: 509-545-8915  
 www.corwinfordtricity.com

**X**

\$16,106.47

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

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ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	WE ACCEPT RETURNS IF...  IT HAS BEEN LESS THAN 30 DAYS SINCE YOUR PURCHASE  THIS INVOICE IS PRESENTED  PARTS ARE IN ORIGINAL UNDAMAGED PACKAGE  SORRY - NO RETURNS ON SPECIAL ORDER OR ELECTRICAL PARTS  SOME PARTS SUBJECT TO A RESTOCKING CHARGE OF 30%	
1	1	0	DC3Z*6007*ARM	SP-ORDREMAN E	3212.91	1631.00	11,631.00		
			CORE DEPOSIT			3200.00	3,200.00		
**** INVOICE QUOTE - DO NOT PAY ***									
Thank You For Your Business!!!!							PARTS	14,831.00	
							SUBLET		
							FREIGHT	0.00	
							SALES TAX	1,275.47	
							TOTAL	\$16,106.47	

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**RESOLUTION**

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

**IN THE MATTER OF AWARDING A CONTRACT FOR C.E. 2001 CRP - VICTORIA AVENUE STORM WATER IMPROVEMENTS PROJECT TO PREMIER EXCAVATION, PASCO, WASHINGTON**

**WHEREAS**, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

**WHEREAS**, per Section 3.4, for contracts under \$300,000, County departments are able to solicit bids from the small public works roster and award to the lowest responsible bidder. Such award is to be approved by the Board of Benton County Commissioners by resolution; and

**WHEREAS**, quotes for the Victoria Avenue Storm Water Improvements project were solicited from contractors on the Small Public Works Roster; and

**WHEREAS**, the following four quotes were received from contractors:

Premier Excavation, Pasco, WA (PREMIEI940B5)	\$ 31,983.80
Allstar Construction Group, Inc., Richland, WA (ALLSTCG902MZ)	\$ 37,215.00
D & D Tri-Rivers Excavation, Inc., Pasco, WA (DDTRIDT964MA)	\$ 40,687.00
MP Construction, Inc., West Richland, WA (MPCONCI941BC)	\$ 52,013.50

**WHEREAS**, the County Engineer reviewed the quotes for completeness and recommends awarding the contract for the Victoria Avenue Storm Water Improvements project to Premier Excavation, Pasco, WA as the lowest bidder; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby awards the contract for C.E. 2001 CRP - Victoria Avenue Storm Water Improvements project to Premier Excavation, Pasco, WA in the total amount of \$31,983.80; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners direct staff to prepare a contract with Premier Excavation, Pasco, WA to be brought back to the Board for approval at a later date.

Dated this 27th day of September 2016.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

PROJECT: CE 2001 CRP - VICTORIA AVE. STORM WATER IMPROVEMENTS				PREMIER EXCAVATION 306 E. B CIRCLE PASCO, WA 99301		ALLSTAR CONSTRUCTION GROUP, INC. 2546 VAN GIESEN STREET RICHLAND, WA 99354		D & D TRI-RIVERS EXCAVATION, INC. P. O. BOX 3517 PASCO, WA 99302		MP CONSTRUCTION, INC. 6190 VAN GIESEN STREET WEST RICHLAND, WA 99353		ENGINEER'S ESTIMATE	
DATE: September 16, 2016													
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.	Lump Sum	3,000.00	Lump Sum	1,945.00	Lump Sum	3,000.00	Lump Sum	4,400.00	Lump Sum	4,000.00
2	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	Lump Sum	L.S.	Lump Sum	1,925.00	Lump Sum	1,830.00	Lump Sum	4,500.00	Lump Sum	6,050.00	Lump Sum	2,000.00
3	STRUCTURE EXCAVATION CLASS B INCL. HAUL	73.00	C.Y.	31.50	2,299.50	123.00	8,979.00	100.00	7,300.00	71.50	5,219.50	20.00	1,460.00
4	SHORING OR EXTRA EXCAVATION CLASS B INCL. HAUL	226.00	S.F.	5.00	1,130.00	3.00	678.00	6.00	1,356.00	27.50	6,215.00	1.00	226.00
5	8" SDR 35 SOLID WALL PVC PIPE	30.00	L.F.	94.50	2,835.00	33.00	990.00	50.00	1,500.00	132.00	3,960.00	40.00	1,200.00
6	24" CATCH BASIN	2.00	EA.	1,500.00	3,000.00	1,162.00	2,324.00	1,600.00	3,200.00	1,072.50	2,145.00	3,000.00	6,000.00
7	48" DRYWELL	1.00	EA.	3,550.00	3,550.00	3,837.00	3,837.00	7,500.00	7,500.00	3,135.00	3,135.00	5,000.00	5,000.00
8	CRUSHED SURFACING BASE COURSE	29.00	C.Y.	70.95	2,057.55	55.00	1,595.00	39.00	1,131.00	121.00	3,509.00	50.00	1,450.00
9	GRAVEL BACKFILL FOR DRYWELLS	12.00	C.Y.	61.50	738.00	61.00	732.00	39.00	468.00	121.00	1,452.00	75.00	900.00
10	GRAVEL BACKFILL FOR DRAIN	63.00	C.Y.	61.50	3,874.50	45.00	2,835.00	39.00	2,457.00	121.00	7,623.00	75.00	4,725.00
11	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	205.00	S.Y.	4.75	973.75	2.00	410.00	10.00	2,050.00	11.00	2,255.00	20.00	4,100.00
12	HMA CLASS 1/2" PG 64-28	7.00	TON	671.50	4,700.50	1,186.00	8,302.00	425.00	2,975.00	550.00	3,850.00	300.00	2,100.00
13	COMMERCIAL CONCRETE	2.00	C.Y.	425.00	850.00	277.00	554.00	375.00	750.00	550.00	1,100.00	1,000.00	2,000.00
14	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	Lump Sum	1,050.00	Lump Sum	2,204.00	Lump Sum	2,500.00	Lump Sum	1,100.00	Lump Sum	5,000.00
<b>TOTAL</b>				<b>\$</b>	<b>31,983.80</b>	<b>\$</b>	<b>37,215.00</b>	<b>\$</b>	<b>40,687.00</b>	<b>\$</b>	<b>52,013.50</b>	<b>\$</b>	<b>40,161.00</b>

**PROPOSAL**

C.E. 2001

TO: THE BOARD OF COUNTY  
BENTON COUNTY  
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: (NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	LUMP SUM	L.S.	MOBILIZATION	3,000	00	3,000	00
2	LUMP SUM	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	1,925	00	1,925	00
3	73	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	31	50	2,299	50
4	226	S.F.	SHORING OR EXTRA EXCAVATION CLASS B INCL. HAUL	5	00	1,130	00
5	30	L.F.	8 INCH SDR 35 SOLID WALL PVC PIPE	94	50	2,835	00
6	2	EA.	24 INCH CATCH BASIN	1,500	00	3,000	00
7	1	EA.	48 INCH DRYWELL	3,550	00	3,550	00
8	29	C.Y.	CRUSHED SURFACING BASE COURSE	70	25	2,057	55
9	12	C.Y.	GRAVEL BACKFILL FOR DRYWELLS	61	50	738	00
10	63	C.Y.	GRAVEL BACKFILL FOR DRAIN	61	50	3,874	50
11	205	S.Y.	GEOTEXTILE FOR UNDERGROUND DRAINAGE	4	25	973	75
12	7	TON	HMA CLASS 1/2" PG 64-28	671	50	4,700	50
13	2	C.Y.	COMMERCIAL CONCRETE	425	00	850	00
14	LUMP SUM	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1,050	00	1,050	00
				TOTAL BID		31,983	80

Dated this 16<sup>th</sup> Day of September, 2016.

Signed: [Signature] Title: President

Printed Name: Todd Johnson

Name of Company: Premier Excavation

Address: 306 E. B Circle, Prosser, WA 99301

Telephone: (509) 546-0144 Email: todj@premexc.com

State Contractor's License No.: PREMIEI 94085

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

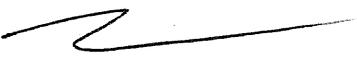
DATED this 16<sup>th</sup> day of September, 2016.

FIRM NAME: Premier Excavation

ADDRESS: 306 E. B Circle  
Pasco, Washington 99301

TELEPHONE: (509) 546-0144

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
Signature

Todd Johnson, President  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cash	_____	In the Amount of _____
Cashier's Check	_____	_____
Certified Check	_____	(\$ _____) Payable to the
Proposal Bond	<input checked="" type="checkbox"/>	County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s) 1, 2, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. PREMIEI940B5

FIRM NAME Premier Excavation

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

Todd Johnson, President  
\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16<sup>th</sup> day of September, 20 16.

ADDRESS OF BIDDER: 306 E. B Circle, Pasco, WA 99301

PRINCIPAL PLACE OF BUSINESS: 306 E B Circle, Pasco, WA 99301

TELEPHONE NO.: (509) 546-0144 FAX NO.: (509) 542-1596

EMAIL ADDRESS OF BIDDER: toddj@premexc.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**PROPOSAL**  
C.E. 2001

TO: THE BOARD OF COUNTY  
BENTON COUNTY  
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: (NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT		
				Dollars	Cts	Dollars	Cts	
1	LUMP SUM	L.S.	MOBILIZATION	1945 <sup>00</sup>	00	1945	00	
2	LUMP SUM	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	1830	00	1830	00	
3	73	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	123	00	8979	00	
4	226	S.F.	SHORING OR EXTRA EXCAVATION CLASS B INCL. HAUL	3	00	678	00	
5	30	L.F.	8 INCH SDR 35 SOLID WALL PVC PIPE	33	00	990	00	
6	2	EA.	24 INCH CATCH BASIN	1162	00	2324	00	
7	1	EA.	48 INCH DRYWELL	3837	00	3837	00	
8	29	C.Y.	CRUSHED SURFACING BASE COURSE	55	00	1595	00	
9	12	C.Y.	GRAVEL BACKFILL FOR DRYWELLS	61	00	732	00	
10	63	C.Y.	GRAVEL BACKFILL FOR DRAIN	45	00	2835	00	
11	205	S.Y.	GEOTEXTILE FOR UNDERGROUND DRAINAGE	2	00	410	00	
12	7	TON	HMA CLASS 1/2" PG 64-28	1186	00	8302	00	
13	2	C.Y.	COMMERCIAL CONCRETE	277	00	554	00	
14	LUMP SUM	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	2204	00	2204	00	
						TOTAL BID	37215	00

Dated this 16 Day of September, 2016.

Signed: Bruce Emory Title: President

Printed Name: Bruce Emory

Name of Company: Allstar Construction Group, Inc.

Address: 2546 Van Giesen Street, Richland WA 99354

Telephone: 509-943-9825 Email: bruce@allstarcgi.com

State Contractor's License No.: ALLSTCG902M2

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 16 day of September, 2016.

FIRM NAME: Allstar Construction Group, Inc.

ADDRESS: 2546 Van Giesen Street  
Richland, WA 99354

TELEPHONE: 509-943-9825

SIGNATURE OF AUTHORIZED OFFICIAL(S)

[Signature]  
Signature

Bruce Emory - President  
Print Name and Title

Janelle Emory  
Signature

Janelle Emory - Sec/Treasurer  
Print Name and Title

PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cash \_\_\_\_\_ In the Amount of \_\_\_\_\_  
Cashier's Check \_\_\_\_\_  
Certified Check \_\_\_\_\_ (\$ \_\_\_\_\_) Payable to the  
Proposal Bond X \_\_\_\_\_ County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s) 1, 2, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. ALLSTCG902M2

FIRM NAME Allstar Construction  
Group, Inc

[Signature]  
SIGNATURE OF AUTHORIZED OFFICIAL

Bruce Emory - President  
(PRINT NAME AND TITLE)

Janelle Emory  
SIGNATURE OF AUTHORIZED OFFICIAL

Janelle Emory - Sec/Treasurer  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16 day of September, 2016.

ADDRESS OF BIDDER: 2546 Van Giesen Street, Richland, WA 99354

PRINCIPAL PLACE OF BUSINESS: 2546 Van Giesen Street Richland WA 99354

TELEPHONE NO.: (509) 943-9825 FAX NO.: (509) 946-8046

EMAIL ADDRESS OF BIDDER: bruce@allstarcgi.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

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The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cash \_\_\_\_\_ In the Amount of Two Thousand Five Hundred  
Cashier's Check X \_\_\_\_\_  
Certified Check \_\_\_\_\_ (\$ 2,500.00 ) Payable to the  
Proposal Bond \_\_\_\_\_ County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1, 2, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. DDTR1DT964MA

FIRM NAME D+D TR-RIVERS & COVINGTON INC

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

Bob Marston Vice President  
\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16<sup>th</sup> day of September, 2016.

ADDRESS OF BIDDER: PO Box 3517 Pasco WA 99302

PRINCIPAL PLACE OF BUSINESS: 4602 Komaty Rd West Richland WA 99353

TELEPHONE NO.: (509) 554-2584 FAX NO.: (509) 379-4123

EMAIL ADDRESS OF BIDDER: ddexcarv@inc@gmail.com

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(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

ASSURANCE OF NON-DISCRIMINATION

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DATED this 16<sup>th</sup> day of September, 2016.

FIRM NAME: D+D TRI-RIVERS EXCAVATIONS INC.

ADDRESS: PO BOX 3517  
PASCO WA 99302

TELEPHONE: 509-554-2564

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
\_\_\_\_\_  
Signature

Ben Manson Vice President  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

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**PROPOSAL**

C.E. 2001

TO: THE BOARD OF COUNTY  
BENTON COUNTY  
PROSSER, WASHINGTON 99350

Gentlemen:

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ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT		
				Dollars	Cts	Dollars	Cts	
1	LUMP SUM	L.S.	MOBILIZATION	4400	—	4400	—	
2	LUMP SUM	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	6050	—	6050	—	
3	73	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	71	50	5220	—	
4	226	S.F.	SHORING OR EXTRA EXCAVATION CLASS B INCL. HAUL	27	50	6215	—	
5	30	L.F.	8 INCH SDR 35 SOLID WALL PVC PIPE	132	—	3960	—	
6	2	EA.	24 INCH CATCH BASIN	1072	50	2145	—	
7	1	EA.	48 INCH DRYWELL	3135	—	3135	—	
8	29	C.Y.	CRUSHED SURFACING BASE COURSE	121	—	3509	—	
9	12	C.Y.	GRAVEL BACKFILL FOR DRYWELLS	121	—	1452	—	
10	63	C.Y.	GRAVEL BACKFILL FOR DRAIN	121	—	7623	—	
11	205	S.Y.	GEOTEXTILE FOR UNDERGROUND DRAINAGE	11	—	2255	—	
12	7	TON	HMA CLASS 1/2" PG 64-28	550	—	3850	—	
13	2	C.Y.	COMMERCIAL CONCRETE	550	—	1100	—	
14	LUMP SUM	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1100	—	1100	—	
						TOTAL BID	52014	00

5219.50  
pk

52,013.50  
pk

Dated this 16 Day of September, 2016.

Signed: [Signature] Title: President

Printed Name: mark phillips

Name of Company: MP Construction, inc

Address: 6190 W Van Couvern, West Richland, WA 99353

Telephone: 509-967-8191 Email: mark-mp-Construction@msw.com

State Contractor's License No.: MPCONCI 941BC

PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cash	_____	In the Amount of _____
Cashier's Check	_____	_____
Certified Check	_____	(\$ _____) Payable to the
Proposal Bond	<u>X</u> _____	County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s) 1, 2, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. MPCONCI 941BC

FIRM NAME MP Construction, inc.

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

President  
\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16 day of September, 2016.

ADDRESS OF BIDDER: 6190 W Van Giesen, West Richland, WA

PRINCIPAL PLACE OF BUSINESS: Same

TELEPHONE NO.: (509) 967-8191 FAX NO.: (509) 967-8191

EMAIL ADDRESS OF BIDDER: mark-mp-Construction@MSN.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

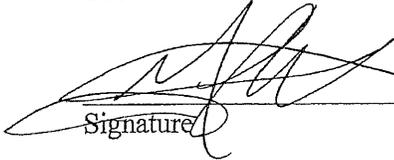
DATED this 16 day of September, 2016.

FIRM NAME: MP Construction, inc

ADDRESS: 6190 W Van Ciesh  
West Richland, WA. 99353

TELEPHONE: 509-967-891

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
Signature

Mack Phillips President  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 27 Sep 2016</b> <b>Subject: Hanford Land Transfer</b> <b>Memo Date: 21 Sep 2016</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> X <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

Port of Benton and City of Richland representatives will be present to provide an update on their joint master planning of the recently transferred Department of Energy property immediately north of Richland.

**BACKGROUND**

For the past several years, the County, along with the City, the Port, and TRIDEC worked toward a transfer of 1,341 acres of property on the Hanford Site out of DOE ownership and into local ownership for economic development uses. This effort culminated in success last year, with the properties being transferred first from DOE to TRIDEC, and then from TRIDEC to the City and Port.

Benton County was more of a cheerleading partner in this effort. The County was never pursuing transfer of property into its ownership, but actively supported the project as an economic development partner.

The main goal for these properties is to use them in the recruitment of industrial, manufacturing, or research & development uses for entities that require large-acreage sites (sometimes referred to as "mega-sites"), these being parcels that are 100, 200, or more acres.

The Port and City are now beginning work on a master plan for the site, and they want to keep the County in the loop, particularly since there will be comprehensive plan and urban growth area impacts.

Tuesday's presentation is intended to get Commissioners and staff updated as to where things are in that planning process and how the proponents see things playing out over the next year.

**FISCAL IMPACT**

None.

# # #