

CONTRACT REVIEW SHEET

A. GENERAL INFORMATION

1. Contractor 1st Choice
2. Purpose 149th Contract for Acquisition of 2000
3. Contract Amount N/A Receive Disburse
4. Contract Term 12/1/99
5. Contract Administrator J. N. Smith Phone 411
Approved: J. N. Smith Date 6/3/99
Department Head

B. AUDITOR-ACCOUNTING INFORMATION

1. Contract Control Number 149-99
2. Fund/Organization Name N/A
3. Payment from or Revenue to Organization/Account Number _____
4. Encumbered by N/A Date _____

C. AUDITOR'S ACCOUNTING - GRANTS REVIEW

(No signature required if not grant funded.)

1. Approve Not Approve
Reviewer N/A Date _____
2. Comments: _____

D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW

1. Approve Not Approve
Reviewer D. ... Date _____
2. Comments: _____

E. PROSECUTING ATTORNEY REVIEW

1. Bidding Required Yes/Type of Statute No
2. Public Works Project Yes No
3. County Resolutions Compliance Yes No N/A
4. Approve Not Approve
Reviewer Lawson Date 3-31-99
5. Comments: _____

F. CERTIFICATION BY CONTRACT ADMINISTRATOR. THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.

Contract Administrator J. N. Smith Date 4/1/99
Date Approved by County Commissioners _____

RETURN SIGNED ORIGINALS TO: 149th Contract for Acquisition of 2000

KC 149-
~~150~~-99

INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT

THIS AGREEMENT is between Benton County, a municipal corporation, and Kitsap County, a municipal corporation, all in the State of Washington.

WITNESSETH:

WHEREAS, The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property, and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

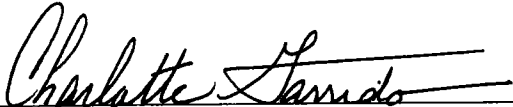
1. PURPOSE. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies;
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provision of this agreement.
3. SCOPE. This agreement shall allow the following activities.:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;

- B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.
- C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION OF AGREEMENT - TERMINATION. This agreement shall remain in force until cancelled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
8. FILING. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. HOLD HARMLESS. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to

the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

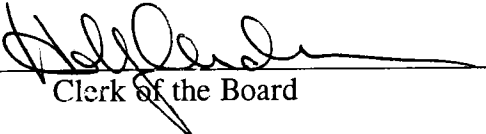
12. SEVERABILITY. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

KITSAP COUNTY, WASHINGTON



Chairman, Board of County Commissioners

Date 4/12/99

Attest: 

Clerk of the Board

Approved as to Form:



Prosecuting Attorney Deputy

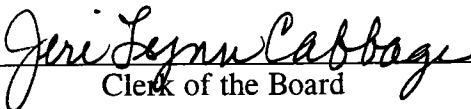
Date 3-31-99

BENTON COUNTY, WASHINGTON



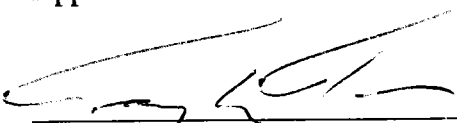
Chairman, Board of County Commissioners

Date 3/1/99

Attest: 

Clerk of the Board

Approved as to Form:



Prosecuting Attorney

Date 2-24-99

**CONTRACT FOR FURNISHING INMATE FOOD SERVICES
TO
THE BENTON COUNTY SHERIFF'S DEPARTMENT
BENTON COUNTY, WASHINGTON**

APPROVED AS TO FORM

RYAN SWINBURNSON, CIVIL DEPUTY

GENERAL TERMS AND CONDITIONS

1.1 DOCUMENTS INCORPORATED: The following documents shall constitute the parties' agreement: The original contract with Benton County (herein called Purchaser) and Consolidated Food Management Corporation (herein called Vendor) and this amendment to the original contract with an extension of services.

1.2 DEFINITIONS:

- A. Vendor - Bidder to who contract is awarded- Consolidated Food Management Inc.
- B. Purchaser - Benton County Sheriff's Department

1.3 ADVERTISING: Award of this contract does not grant the right to the Vendor to utilize the award in any advertising media; nor may any County employee endorse a product or service covered by this contract.

1.4 TERMINATION: In addition to termination for breach of contract clause (Standard Terms and Conditions), this contract may be canceled without cause by mutual agreement between the Vendor and the Board of Benton County Commissioners at any time.

1.5 INFRINGEMENTS: Vendor agrees to protect and hold harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims.

1.6 NON WAIVER BY ACCEPTANCE OF VARIATION: Acceptance by Purchaser of any good or service varying from that specified in this agreement does not waive any portion or provision of this agreement or waive the Purchaser's ability to enforce any provision herein.

1.7 WARRANTIES: Vendor warrants that the products and services supplied hereunder conform to Purchaser's specifications as stated in sections 1.10, 1.11, 2.3, 3.2, 3.4, 3.8, 3.13 and 3.14 contained herein. The Vendor further warrants products furnished under this contract are fit for the purpose for which such products ordinarily employed, except that if a particular purpose is stated the material must then be fit for the particular purpose.

1.8 ASSIGNMENTS: The provisions or monies due under this contract shall only be assigned with prior written consent of the Benton County Sheriff or his or her designee.

1.9 TAXES: Vendor shall collect and pay all federal, state and local taxes and charges arising

from any products or services provided hereunder. The Washington State sales tax rate will be that rate charged in the City of Kennewick.

1.10 PERMITS AND LICENCES: The Vendor shall have sole responsibility for the costs and requirements for any professional, federal, state, or local licenses or permits required.

1.11 LIENS, CLAIMS, ENCUMBRANCES: Vendor warrants and represents that all inmate products and services delivered will be free and clear of all liens, claims or encumbrances of any kind.

1.12 RISK OF LOSS: Regardless of FOB points, Vendor agrees to bear all risk of loss, injury or destruction of all Vendor provided equipment which occurs as a result of providing products and services. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

1.13 HOLD HARMLESS: Vendor shall protect, indemnify, and hold the purchaser harmless from and against any damage, cost (including attorney fees) or liability for any injuries to persons or property arising in whole or part from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused. The vendor agrees to have each employee, contractor, agent or subcontractor that is required to have access to the Benton County Jail sign the attached liability waiver in Attachment "A".

1.14 TERMINATION: In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages or excess costs suffered by the Purchaser resulting from the Vendor's breach of contract.

1.15 NON-DISCRIMINATION AND AFFIRMATIVE ACTION: The Vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicaps with regard to, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other form of compensation, selection for training, and rendition of services. It is further understood that any Vendor who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Purchaser unless satisfactory showing is made that the discriminatory practices or noncompliance with affirmative action programs has been terminated and that a recurrence of such acts is unlikely.

1.16 ANTI-TRUST: Vendor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the Purchaser. Therefore,

Vendor assigns to the Purchaser any and all claims for such overcharges.

1.17 GOVERNING LAW VENUE: The laws of the State of Washington shall govern this agreement. Any lawsuit arising out of this agreement shall be brought in the Superior Court of the State of Washington for Benton County.

1.18 ACCEPTANCE: Purchaser's acceptance of Vendor's bid is expressly limited to the terms and conditions stated herein. All additional or different terms proposed by the Vendor are objected to and hereby rejected, unless otherwise provided in writing by the purchaser.

SPECIAL PROVISIONS

2.1 CONTRACT PERIOD: Initial contract period shall commence on the 1st day of January 2002 and shall terminate on the 31st day of December, 2002. Upon agreement of both parties this contract may be continued on a year to year basis subject to agreement between the Purchaser and Vendor on cost adjustments. The Purchaser reserves the right to compare prices to insure that the Purchaser is getting the best possible value for the service provided.

2.2 QUALIFICATION OF VENDOR: At the start of the contract, the Vendor must have all business and/or professional licenses as required for each employee, contractor, subcontractor or agent along with all business licenses in the State of Washington, City of Kennewick, or any other location where a license is required. The Vendor will be required to show at contract extension award that they have all employees, contractors, subcontractors or agents and all equipment required to perform all requirements and specifications. The Vendor shall provide such documentation as to its ability to perform as the County may require.

2.3 DELIVERY: Delivery of inmate food service shall be provided three times daily and services at the location or locations specified by the Purchaser. Breakfast service shall not start later than 06:30, Lunch or midday food will be served not later 11:30 and dinner will not start later 18:30. Except in an emergency there shall not be more than fourteen hours between the service of dinner and the service of breakfast on the following day.

2.4 ITEMS PROVIDED BY THE PURCHASER: The purchaser agrees to provide a kitchen with all related equipment required for producing the meals for the inmates and to clean the kitchen and storage areas. The purchaser will provide all repair and maintenance to the required equipment. The purchaser will also provide an office area with a desk, chair and basic phone service for use by the Vendor.

2.5 KITCHEN HELP PROVIDED: The purchaser will supply inmate workers to assist with the production and service of the food prepared by the Vendor. The Vendor will be responsible to supervise the inmate workers while they are engaged in the production or service of food,

handling deliveries and placing items into storage, or the cleaning of the kitchen area.

2.6 VENDOR PROVIDED ITEMS: The Vendor will supply all chemical agents required to properly clean the kitchen and to use in the dishwashing equipment, and for use in the Purchaser provided cleaning equipment. The Vendor will also supply all other required office equipment and be responsible for any long distance phone charges related to the use of the Purchaser provided phone.

2.7 FACILITY SECURITY: The Vendor will supply company identification (nametag or other) to each employee that has access to the Purchaser's facility. Each Vendor employee is required to provide all required information to allow the purchaser to do a background check on the employee. No employee of the Vendor will be allowed in the facility without a cleared background check. The purchaser reserves the right to deny facility access to any Vendor employee who does not meet facility standards for access.

STANDARD TERMS AND CONDITIONS

3.1 CHANGES: No alterations in any terms and conditions of this agreement will be effective without written consent of the Purchaser and the Vendor.

3.2 DELIVERY: The contract is subject to termination for failure to deliver inmate food services as specified. It is expected that the Vendor will maintain a sufficient stock of products on the Purchasers premise to allow for not less than three (3) full days of meal service. Should an emergency arise that would cause a deviation from the service schedule. The Purchaser must be notified within one (1) hour of such circumstance. The service schedule may be adjusted by a written agreement of both parties with the exception of the fourteen hours between dinner and the following breakfast. The medical staff will approve special diets related to medical issues. Any inmate requests for a special diet related to practice of a recognized religion would be honored by the food service staff.

3.3 REJECTION: All inmate menus hereunder are subject to approval by the Purchaser and the Purchaser must agree to any menu deviation in writing. Any rejection of inmate menus resulting from of a nonconformity to the terms and specifications of the order will be at Vendor's risk and expense.

3.4 IDENTIFICATION: All invoices shall specify the date of food service and the number of meals served on that day along with the per meal cost and a total cost for each day. The invoice shall also show a grand total cost for the period of time covered by the invoice.

3.5 INFRINGEMENTS: Vendor agrees to protect and hold harmless the Purchase' against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses

and damages arising from such claims, suits or proceedings.

3.6 PRIORITY OF CONTRACT DOCUMENTS: The documents forming the contract are complementary and what is called for by one shall be binding as if called for by all. Should any discrepancy be perceived among the documents, they shall have the following order of precedence:

1. Contract document
2. Special Provisions
3. Standard terms and conditions
4. General terms and conditions
5. Liability waiver (Attachment "A").

3.7 TERMINATION: The Purchaser or the Vendor may terminate this agreement without cause by giving the other party thirty days written notice of termination. Upon Termination, the vendor will be responsible to remove vendor owned equipment as soon as feasible. In no event will the removal period exceed thirty days after the contract has been terminated. All costs associated with the removal of Vendor owned property shall be the sole responsibility of the Vendor

3.8 INMATE PRODUCTS AND SERVICES TO BE PROVIDED

The Vendor will provide inmate food services to the inmate population of the Benton County Jail and modular units, if any, located at 7320 West Quinault Avenue Kennewick, Washington. The inmate services will include but are not limited to, the following:

- A. Basic food and beverage items as approved by the Purchaser.
- B. Accounting services to document the number of meals served each day with the date indicated, the cost per meal and a total cost for the billing period of the invoice.

3.9 HOURS OF SERVICE TO BE PROVIDED

The Vendor will provide the Purchaser with normal office hours and contact phone number or numbers. The Vendor shall also provide an after hours contact and number to deal with any problems or emergency situations that may arise after normal business hours.

3.10 WORKING WITH OTHER VENDORS

The Vendor for inmate food services will be required to work with other Vendors if necessary to perform the duties of this contract.

3.11 CONTRACT ACCESSIBILITY TO WITH OTHER POLITICAL SUB- DIVISIONS OR ENTITIES

The Vendor of inmate food services agrees to allow access to this contract with the same terms and conditions to other Benton County agencies or to any other political subdivisions or entities within the State of Washington.

3.12 RECORDS SECURITY

The Vendor is responsible to maintain and keep secure all records related to this contract. Any costs for lost records will be the responsibility of the Vendor.

3.13 INSURANCES

The vendor will be required to maintain a liability insurance policy in a amount of not less that \$ 1,000,000.00 in force for the term of this contract. All other State or employee insurance requirements will be the sole responsibility of the Vendor

3.14 PROOFS

All sections of this document requiring action on the part of the Vendor such as insurance, non-discrimination clauses require the Vendor to provide proof of this compliance each year that the contract is in force.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto and made effective on the day and year first above written:

**BOARD OF BENTON COUNTY
COMMISSIONERS**

CONSOLIDATED FOOD MANAGEMENT

LEO BOWMAN CHAIR

Consolidated Food Management

MAX BENITZ MEMBER

CLAUDE OLIVER MEMBER

Attest: CLERK OF THE BOARD

DATED

**BENTON COUNTY SHERIFF'S
OFFICE**

LARRY D. TAYLOR
BENTON COUNTY SHERIFF

**ATTACHMENT "A."
S H E R I F F
□ BENTON COUNTY**

GENERAL RELEASE

Benton County operates the Benton County Jail under the supervision of the Benton County Sheriff. Access to the jail is normally restricted to criminal justice agency employees, Benton County employees, and inmates. At times members of the public will need access to the Benton County Jail for various reasons.

FOR AND IN CONSIDERATION FOR being allowed entry into the Benton County Jail, I, _____ the undersigned, jointly and severally, hereby, for my self and the marital community if any, heirs, executors, administrators, successors and assigns, forever fully release and discharge BENTON COUNTY, WASHINGTON and its agents, servants and officers, of and from any and all actions, causes of action, claims, suits, demands, rights, damages, costs, losses, expenses or compensation whatsoever, in law or in equity, which I or our heirs, executors, administrators, successors or assigns, now have or may hereafter have in any way resulting from or growing out of any claim that

might result from my admission into the Benton County Jail located at 7320 West Quinault Ave. Kennewick, Washington.

I THE UNDERSIGNED, HAVE READ THE FOREGOING GENERAL RELEASE AND UNDERSTAND ITS PROVISIONS.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

IN WITNESS WHEREOF, I, singly and severally sign the on the _____ day of _____ 2_____

Name

Place

Witnesses

Place