

Leo Bowman
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



To view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, February 14, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ February 7, 2012

Review Agenda

Consent Agenda

Animal Control

a. Contract with Sign Crafters Inc. dba Signs Now

Central Services

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

c. Purchase Authorization for Microsoft Software for Upgrading County Network

Fairgrounds

d. Interagency Agreement K838 w/Washington State Department of Agriculture

e. Lease Agreement w/Gold Wing Road Riders

GIS

f. Agreement w/City of West Richland for Orthophotography for 2012

Planning

g. Agreement w/St of WA Dept of Ecology for Comprehensive Shoreline Master Program Update

Public Works

h. Public Hearing Authorization for Zayo Group LLC Franchise

Sheriff

i. Contract Amendment w/Dr. Brooks Watson II MD-MBA

9:05 AM

Scheduled Business:

North Red Mountain Groundwater Issues – T Tebb

Prosser Economic Development Update – D Heintz

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, February 07, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Shon Small
Commissioner Leo Bowman
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; District Court Administrator Jacki Lahtinen; Clerk Josie Delvin; Auditor Brenda Chilton; Teri Holmes, Central Services; DPA Ryan Brown; Larry Moser; DPA Ryan Lukson (via videoconference); Erhiza Rivera, Treasurer's Office.

Approval of Minutes

The Minutes of January 31, 2012 were approved.

Review Agenda

Chairman Beaver requested item "o" (Interlocal Agreement with Franklin County for Engineering Services) be added to the consent agenda.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "m" adding "o". Commissioner Bowman seconded and upon vote, the Board approved the following:

Central Services

- a. Agreement w/Smarsh, Inc. for Archiving Services

Commissioners

- b. Appointment of N Martin to the Columbia Irrigation District Board of Directors

Facilities

- c. Contract w/DNR Systems, Inc. for OPTO22 Control System

Fairgrounds

- d. Authorization to Pay Avenue Law Office for Workshop Cancellation Fee

Human Services

- e. Agreement, #2012-HHAA-BFCAC, w/Benton Franklin Community Action Committee
- f. Support of Services to Meet the Goals of Reducing Homelessness Through the Benton County Homeless Housing and Assistance Program
- g. Authorization for the Sale or Transfer of Property from Richland Housing Authority to Lourdes Counseling Center

Juvenile

- h. Agreement, #1263-43048, w/St of WA DSHS, Juvenile Rehabilitation Administration
- i. 2012 Monthly Payment for Operations and Facilities Budget

Office of Public Defense

- j. Interlocal Agreement w/WA State Office of Public Defense for Use of Grant Funding

Public Works

- k. Purchase Authorization for ER&R Tire Changer from Myers Tire Supply
- l. Establishing New Bonding Procedures; Rescinding Resolution 81-454
- m. Master Bridge Work Agreement w/WA State Department of Transportation
- n. Approval of ER&R Equipment Rental Rates Schedule for 2012
- o. Interlocal Agreement with Franklin County for Engineering Services

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

Public Hearing – Dangerous Dog Ordinance Amendment

DPA Ryan Lukson (via videoconference) provided an amendment to the dangerous dog ordinance. He said the reason for the amendment was to change some language regarding the appeal process for a dangerous dog proclamation that was ruled unconstitutional in a court case and some minor cleanup language.

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

MOTION: Commissioner Bowman moved to approve the ordinance amendment relating to potentially dangerous dogs and dangerous dogs, amending Ordinance 34 and Ordinance 463. Commissioner Small seconded and upon vote, the motion carried unanimously.

Commissioner Assignment Update

Commissioner Bowman reported on his attendance at the WSAC Conference and provided a multitude of information regarding status on legislative bills, including, but not limited to: land use (UGA), natural resources, SEPA streamlining, Legislative Steering Committee high priority bills, criminal justice, fee increases, income generating potential for counties, the public works fund, and federal bills.

Commissioner Small said he attended the Cattlemen's Association dinner and received a lot of appreciation regarding the County opting into the voluntary stewardship program. He again thanked Mr. Shuttleworth for his work on that program.

Chairman Beaver reported on his attendance at the Visitor & Convention Bureau and TRIDEC meetings and said the Clean Air Authority meeting was cancelled.

Claim for Damages

CC 2012-04: Received February 3, 2012 from Jeffrey Lee Knight

Vouchers

Check Date: 1/30/2012
Warrant #: 50619
Total all funds: \$12,771.82

Check Date: 2/3/2012
Warrant #: 233592-233700
Direct Deposit #: 71076-71672
Total all funds: \$2,137,754.02

Check Date: 2/3/2012
Warrant #: 51124-51148
Taxes #: 10112021-10112023
Total all funds: \$1,945,276.86

Check Date: 2/3/2012
Warrant #: 50950-51123
Total all funds: \$559,555.08

Check Date: 2/3/2012
Warrant #: 50625-50941
Total all funds: \$11,347.20

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

Resolutions

- 2012-079: Agreement w/Smarsh, Inc. for Archiving Services
- 2012-080: Appointment of N Martin to the Columbia Irrigation District Board of Directors
- 2012-081: Contract w/DNR Systems, Inc. for OPTO22 Control System
- 2012-082: Authorization to Pay Avenue Law Office for Workshop Cancellation Fee
- 2012-083: Agreement, #2012-HHAA-BFCAC, w/Benton Franklin Community Action Committee
- 2012-084: Support of Services to Meet the Goals of Reducing Homelessness Through the Benton County Homeless Housing and Assistance Program
- 2012-085: Authorization for the Sale or Transfer of Property from Richland Housing Authority to Lourdes Counseling Center

- 2012-086: Agreement, #1263-43048, w/St of WA DSHS, Juvenile Rehabilitation Administration
- 2012-087: 2012 Monthly Payment for Operations and Facilities Budget
- 2012-088: Interlocal Agreement w/WA State Office of Public Defense for Use of Grant Funding
- 2012-089: Purchase Authorization for ER&R Tire Changer from Myers Tire Supply
- 2012-090: Establishing New Bonding Procedures; Rescinding Resolution 81-454
- 2012-091: Master Bridge Work Agreement w/WA State Department of Transportation
- 2012-092: Approval of ER&R Equipment Rental Rates Schedule for 2012
- 2012-093: Interlocal Agreement with Franklin County for Engineering Services
- 2012-094: Adoption of Ordinance 520 Relating to Potentially Dangerous and Dangerous Dogs

There being no further business before the Board, the meeting adjourned at approximately 9:26 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>2-14-12</u>	Execute Contract	<u> X </u>
Subject:	<u>Contract with Signs Now</u>	Pass Resolution	<u> </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	<u> </u>
Reviewed by:		Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION / SUMMARY

Sheriff Keane and I discussed the idea about replacing the Animal Control vehicle decals from “Benton County Sheriff Animal Control” to “Benton County Animal Control.” We feel that it is in the best interest to replace the decals so there is no misunderstanding by the public. A personal service contract is required in order to remove and replace the decals.

RECOMMENDATION

Approve the personal service contract with Sign Crafters, Inc. dba Signs Now for “as needed” custom vehicle decals, signs, banners, and other miscellaneous services.

FISCAL IMPACT

Amount not to exceed \$10,000 to be paid from any department that utilizes the contract. Rates will be determined at the time services are needed in a form of a quote. Animal Control vehicle decal removal and installation is approximately \$2,500 plus tax (for both vehicles) to be paid out of Current Expense (0000-101) Department 137. No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO SIGN CRAFTERS, INC. DOING BUSINESS AS SIGNS NOW FOR "AS NEEDED" CUSTOM VEHICLE DECALS, SIGNS, BANNERS, AND OTHER MISCELLANEOUS SERVICES

WHEREAS, per resolution 2012-059, "...that contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County has a fleet of vehicles and on occasions decals are applied to the vehicles; and

WHEREAS, the Finance Manager recommends a personal service contract with Signs Now – Contractors License SIGNSN*033ON be put in place for "as needed" custom vehicle decals, signs, banners, and any other miscellaneous services they are qualified to perform; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards a personal service contract to Sign Crafters, Inc., doing business as Signs Now, in the amount not to exceed \$10,000.00 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached personal service contract; and

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2012.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Sign Crafters, Inc.**, a corporation authorized to do business in the State of Washington, doing business as Signs Now with its principal offices at 627 N. Kellogg, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Provision of services for custom graphics for vehicle decals, signs and banners on an as-needed basis.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	14-February-2012	Execute Contract	_____
Subject:	Line Item Transfer	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Earlier this year, funds were "borrowed" from the line item for capital computer replacements. This has left a line balance with less than we now need to replace some servers as part of the migration to a Microsoft Active Directory network and Exchange email. This transfer moves funds from the non-capital computer replacement line. The Computer Replacement Fund provides the revenue source for both line items.

SUMMARY

Line item transfer between non-capital and capital computer replacement expenditure lines in order to acquire servers necessary for the current IT projects.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES FUND NUMBER 0502-101, 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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Central Services Dept Nbr: 000
 Fund Name: Central Services Fund Nbr: 0502-101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.400	3508	Computer Replacement	\$50,000	594.180	6408	Computer Replacement - Capital	\$50,000
TOTAL			\$50,000	TOTAL			\$50,000

Explanation:

Replacement funds are being shifted from non-capital to capital in order to make some capital hardware purchases for implementing portions of the IT Strategic Plan. The Computer Replacement Fund is the revenue source for both line items.

Prepared by: J. Randall Reid Date: 03-Feb-2012

Approved Denied Date: _____

Chairman

Member

Member

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	14-February-2012	Execute Contract	_____
Subject:	Authorizing Purchase of Microsoft Software	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith Kelty	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

As presented to the Board on 31-January, Central Services has started on an aggressive schedule to upgrade the version of Microsoft Office used by county employees to Office Pro 2010, migrate the county network infrastructure from Novel eDirectory to Microsoft Active Directory, and change the county email platform from Novell GroupWise to Microsoft Exchange. Accomplishing this will involve purchasing a number of different types of licenses and support from Microsoft through the contracts negotiated between Microsoft and the State of Washington. Benton County has long been a participant in contracts managed by the Washington Department of Enterprise Services (DES). Resolution 11-003 already authorizes use of these contracts for purchasing computers, printers, network devices, software, and support approved in the 2011-12 biennial budget.

As part of implementing the "Benton County Information Technology Strategic Plan" developed by Pacific Technologies, a project titled "Microsoft Enterprise Agreement" has been included within the 2011-2016 Capital Improvement Plan (CIP). Through the DES contracts, there are options for acquiring Microsoft licenses including a *Select Pricing Program* and *Software Assurance*. The specific vehicle that will be used will depend on the final determination of what licenses will be needed and their associated costs. The attached resolution authorizes Central Services to acquire the software through the state contracts within the costs estimated for the CIP. As is the case with regular budget, this authority will eliminate the need to repeatedly come before the Board with purchasing requests that may create delays in implementation.

SUMMARY

Attached resolution authorizes Central Services to acquire the Microsoft licensing needed to implement the Office 2010 upgrade and migration to Active Directory and Exchange using the contracts available with the Washington Department of Enterprise Services.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

The 2011-2016 Capital Improvement Plan project identified as "Microsoft Enterprise Agreement" estimates licensing costs to be up to \$1,090,370 over the next six years. The expenses for the upgrade and migration project software would be paid from the Capital Fund.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASE OF MICROSOFT SOFTWARE FOR UPGRADING OFFICE PRODUCTIVITY SUITES AND MIGRATING COUNTY NETWORK.

WHEREAS, Resolution 11-003 authorizes Central Services to purchase computers, printers, network devices, software, and support from contracts available through the State of Washington Department of Enterprise Services (DES), Technology Brokering Services within the approved budget; and

WHEREAS, several aspects of the "Benton County Information Technology Strategic Plan" developed by Pacific Technologies, Inc., involve upgrading and adding Microsoft software products to the county technology infrastructure; and

WHEREAS, the "Benton County Capital Improvement Plan 2011-2016" identifies projects associated with the "Information Technology Strategic Plan" including acquisition of Microsoft products; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services be authorized to purchase the Microsoft licenses and sign licensing agreements required to upgrade the county office productivity suites and migrate the county infrastructure to Microsoft network and email platforms using the contracts negotiated by DES; and

BE IT FURTHER RESOLVED, that the expenses for these products be paid from the Capital Fund to the extent that they do not exceed the estimate for total expenses specified in the "Benton County Capital Improvement Plan 2011-2016" project described as Microsoft Enterprise Agreement.

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

R REID

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>2-14-12</u>	Execute Contract	<u> x </u>
Subject:	<u>Interagency Agreement K838</u>	Pass Resolution	<u> x </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	_____
Reviewed by:	LSK	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION / SUMMARY

On September 28, 2011, the Benton County Fairgrounds submitted an application with the Washington State Department of Agriculture Special Assistance Grant Funds for funding a capital improvement project of removing and replacing thirty six (36) above ground electrical pedestals with traffic rated vaulted underground boxes. On December 12, 2011, the Fairgrounds received notice that the Washington State Department of Agriculture intended to award Benton County Fairgrounds \$30,000 for the capital improvement project specified above. The Deputy County Administrator and the Prosecuting Attorney's Office reviewed the proposed Interagency Agreement K838 and after a few minor changes, Interagency Agreement K838 has been approved.

RECOMMENDATION

Authorize the Chairman to sign Interagency Agreement K838.

FISCAL IMPACT

The Fairgrounds Improvement Fund (0123-101) shall be reimbursed up to \$30,000 for the electrical pedestal project. No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERAGENCY AGREEMENT NUMBER K838 BETWEEN BENTON COUNTY, WASHINGTON AND THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE.

WHEREAS, the Benton County Fairgrounds would like to participate in the 2012 State of Washington Department of Agriculture Special Assistance Grant Program to fund a capital improvement project of removing and replacing thirty six (36) above ground electrical pedestals with traffic rated vaulted underground boxes; and

WHEREAS, the Benton County Fairgrounds was notified that the Washington State Department of Agriculture intends to award the Benton County Fairgrounds \$30,000 for the project specified above; and

WHEREAS, the Interagency Agreement Number K838 must be executed in order to utilize the grant funding; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Chairman of the Board to sign the Interagency Agreement Number K838 between Benton County, Washington and the Washington State Department of Agriculture; and

BE IT FURTHER RESOLVED the term of the attached agreement commences the date of the last signature of the contracting parties and terminates July 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

**STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE, FAIRS PROGRAM**

INTERAGENCY AGREEMENT

Number: K838

This Interagency Agreement, entered into by and between **Benton County**, a county within the State of Washington, (hereinafter referred to as the Contractor) and the **Washington State Department of Agriculture** (hereinafter referred to as the Department),
WITNESSES THAT:

WHEREAS, the Department has the statutory authority to administer the Fairs Program under RCW 15.76, the Agricultural Fairs, Youth Shows, Exhibitions Act; and

WHEREAS, the Department is also given the responsibility to administer special assistance funds for capital improvements for those fairs qualifying under RCW 15.76.165; and

WHEREAS, the Washington State Legislature established a one-time appropriation for the 2011-2013 biennium to make grants to counties for capital improvements and/or maintenance of an appurtenance thereto at fairs, and directed the Department to administer the release of the funds; and

WHEREAS, the enabling statute also stipulates that any county which owns or leases property from another governmental agency and provides such property for area or county and district agricultural fair purposes may apply to the director for special assistance in carrying out necessary capital improvements to such property and maintenance of the appurtenances thereto (RCW 15.76.165).

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

The funds to be reimbursed to the CONTRACTOR hereunder shall be a sum up to, but not to exceed thirty thousand dollars (\$30,000).

2. STATEMENT OF WORK

- a) Funds awarded under this performance-based Interagency Agreement shall be used solely for a capital improvement project at the Contractor's fairgrounds located at 1500 S Oak Street, Kennewick, WA 99337.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>2-14-12</u>	Execute Contract	<u> x </u>
Subject: <u>Gold Wing Lease Agreement</u>	Pass Resolution	<u> </u>
Prepared by: <u>K. Mercer</u>	Pass Ordinance	<u> </u>
Reviewed by:	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u> x </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION / SUMMARY

Gold Wing Road Riders Association, Inc. wishes to enter into an agreement for the purposes of renting the Fairgrounds for a motorcycle rally on May 24-28, 2012 in the amount of \$1,690.00 plus \$250.00 damage/cleaning deposit, May 23-27, 2013 in an amount of \$1,740.70 plus \$250.00 damage/cleaning deposit, and May 22-26, 2014 in an amount of \$1,792.90 plus \$250.00 damage/cleaning deposit. The compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 09-553, the agreement must be approved by the Board of Benton County Commissioners.

RECOMMENDATION

Approve the Lease Agreement.

FISCAL IMPACT

2012 - \$1,690.00 plus \$250.00 damage/cleaning deposit
 2013 - \$1,740.70 plus \$250.00 damage/cleaning deposit
 2014 - \$1,792.90 plus \$250.00 damage/cleaning deposit

Money to be deposited into the Fairgrounds O&M Fund (0124-101)

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND THE GOLD WING ROAD RIDERS ASSOCIATION, INC.

WHEREAS, the Gold Wing Road Riders Association, Inc. wishes to enter into an agreement for the purposes of renting the Fairgrounds for a motorcycle rally on May 24-28, 2012 in the amount of \$1,690.00 plus \$250.00 damage/cleaning deposit, May 23-27, 2013 in an amount of \$1,740.70 plus \$250.00 damage/cleaning deposit, and May 22-26, 2014 in an amount of \$1,792.90 plus \$250.00 damage/cleaning deposit; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 09-553, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy County Administrator recommends approving the Gold Wing Road Riders Association's Lease Agreement; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Lease Agreement between Benton County and the Gold Wing Road Riders Association, Inc.; and

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

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **January 6, 2012**

LEASE AGREEMENT NUMBER: **05.12**

EVENT DATE(S): **May 25-27, 2012**
May 24-26, 2013
May 23-25, 2014

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Grounds – Including Building 3,4, Oak St Area, North and Central Lawns, West RV**

LESSEE: **Gold Wing Road Riders Association, Inc**

MAILING ADDRESS: **4131 W. Hood Ave., Kennewick, WA 99336**

CONTACT: **Lloyd Finley, Chapter Director**

HOME PHONE: **783-9789**
CELLULAR PHONE: **948-2063**

TIME OF THE EVENT: **Friday – Sunday 8:00 a.m. until 11:00 p.m.**

TYPE OF EVENT: **Annual Goldwing Riders Function**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into, effective upon the signature of both parties, between Gold Wing road Riders Association, Inc. (LESSEE) and BENTON COUNTY, (LESSOR), a political subdivision of the State of Washington and operator of the Benton County Fairgrounds with its principal offices at 620 Market Street, Prosser, WA 99350, for the purpose of leasing certain real property, located at the Benton County Fairgrounds, in order to hold an annual event every year until, and ending in, the year 2014, on the following dates:

May 25-27, 2012

May 24-26, 2013

May 23-25, 2014

1. EVENT MOTORCYCLE RALLY ON THE GROUNDS HELD IN BUILDINGS: 3, 4, OAK STREET AREA, NORTH AND CENTRAL LAWNS AND WEST RV AREA ON: May 25-27, 2012, May 24-26, 2013, May 23-25, 2014, from 8:00 am until 11:00 pm with an estimated attendance of 200 people, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

a. LESSEE agrees to lease the buildings, grounds, equipment and services specified in the attached Exhibit "A" entitled "FEES AND DESCRIPTION OF BUILDINGS, GROUNDS, EQUIPMENT AND SERVICES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES" to hold the EVENT on the dates listed in section 1 of this Lease Agreement. In addition to these dates, LESSEE desires and further agrees to lease the Facilities for move-in and/or move-out purposes on May 24-28, 2012, May 23-27, 2013, May 22-26, 2014. LESSEE WARRANTS THAT THE FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE EVENT.

3. PAYMENTS

In Consideration for the leased facilities to hold the EVENT, LESSEE agrees to the following.

- a. Pay LESSOR the FEE of \$1940.00 (less damage/cleaning deposit if previously paid) for the year 2012 use of the Facilities as detailed in section 2 of this Lease Agreement. Payment shall be made no later than May 7, 2012.
- b. For the 2013 rental year, the annual lease payment shall be the 2012 building and equipment fees for use of the Facilities increased by three percent (3.0%), in addition to all other fees and deposits listed in Exhibit "A". Payment shall be made no later than May 6, 2013.
- c. For the 2014 rental year, the annual lease payment shall be the 2013 building and equipment fees for use of the Facilities increased by three percent (3.0%), in addition to all other fees and deposits listed in Exhibit "A". Payment shall be made no later than May 5, 2014.

f. Agreement w/City of West Richland for
Orthophotography for 2012

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>2-14-12</u>	Execute Contract	<u> X </u>
Subject:	<u>Agreement with</u> <u>City of West</u> <u>Richland</u>	Pass Resolution	<u> X </u>
Prepared by:	<u>M. Phillips</u>	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	
		Public Hearing	<u> X </u>
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND / SUMMARY INFORMATION

In order to keep up with growth and changes to its landbase, infrastructure, and associated public services, it is essential that Benton County continually maintains a current GIS base and periodically updates its digital orthophotography. Since the digital orthophotography has not been updated since 2008, the Benton County GIS Department, along with the Franklin County Public Works Department, solicited proposals for 2012 color digital orthophotography for both counties and for the Hanford Federal Reservation, as well as high-resolution orthophotography for the cities of Kennewick, Richland, West Richland, and Pasco. By combining resources in a joint project such as this, participants will be able to acquire high quality color digital orthophotography at a substantially reduced rate from that which would be incurred if participants were to contract separately.

Per the terms of this Intergovernmental Cooperation Agreement, West Richland shall reimburse Benton County for the cost of the 4-inch or better pixel resolution color digital orthophotography within its urban growth areas in the amount not to exceed a sum of Five Thousand Five Hundred and Twelve dollars (\$5,512).

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Project expenses up to \$5,512.00 plus WSST, if applicable, to be reimbursed by the City of West Richland back to Current Expense (0000-101). No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF WEST RICHLAND FOR HIGH RESOLUTION COLOR DIGITAL ORTHOPHOTOGRAPHY FOR 2012 FOR THE AREA WITHIN THE CITY OF WEST RICHLAND'S URBAN GROWTH BOUNDARY.

WHEREAS, per 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, in order to keep up with growth and the associated public services, Benton County continually updates its GIS base and periodically updates its digital orthophotography base; and

WHEREAS, Benton County will be updating its digital orthophotography base in 2012; and

WHEREAS, both Benton County and the City of West Richland have the capability to independently acquire and/or produce 2012 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, the City of West Richland has requested that Benton County provide and deliver to them 4-inch or better pixel resolution ortho-imagery within the city's urban growth area; and

WHEREAS, the City of West Richland has agreed to pay Benton County the amount of the cost of the delivery of the 4-inch or better pixel resolution ortho-imagery within the city's urban growth area, in an amount not to exceed a sum of Five Thousand Five Hundred and Twelve dollars (\$5,512); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agree to approve this Intergovernmental Cooperation Agreement with the City of West Richland; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the Intergovernmental Cooperation Agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract commences upon execution by both parties and shall expire upon the completion of the project.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Benton County, a political subdivision of the State of Washington, and the City of West Richland, a municipal corporation.

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, the purpose of this agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of BENTON COUNTY, including the areas lying within the CITY OF WEST RICHLAND; and

WHEREAS, this project will benefit both, because the COUNTY has a need to update its ortho-imagery of the County in 2012, and the CITY OF WEST RICHLAND has a need to update its ortho-imagery of those areas lying within the limits of the West Richland Urban Growth Boundary in 2012; and

WHEREAS, both parties have the capability to independently acquire and/or produce 2012 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

WHEREAS, the COUNTY requires ortho-imagery to be delivered with 12-inch pixel resolution; and

WHEREAS, the CITY OF WEST RICHLAND has requested that the COUNTY provide and deliver to them the ortho-imagery of the West Richland Urban Growth Boundary with 4-inch or better pixel resolution; and

WHEREAS, the COUNTY will be entering into a personal services contract with AEROQUEST OPTIMAL, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County; and

WHEREAS, the COUNTY is willing to include, as part of the contract to be entered with AEROQUEST OPTIMAL, INC., all provisions necessary to deliver ortho-imagery of the areas lying within the West Richland Urban Growth Boundary to the CITY OF WEST RICHLAND at the requested 4-inch or better pixel resolution; and

WHEREAS, the CITY OF WEST RICHLAND has agreed to pay the COUNTY the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution; and

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall provide all data and resources necessary for AEROQUEST OPTIMAL, INC., to complete the work as outlined in the personal services contract to be entered with AEROQUEST OPTIMAL, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County.
2. The COUNTY shall provide all preliminary data received from AEROQUEST OPTIMAL, INC., for the West Richland Urban Growth Boundary to the CITY OF WEST RICHLAND for their review and comment.
3. The COUNTY shall deliver to the CITY OF WEST RICHLAND a copy of all project deliverables across the entire extent of the project area, including both project documentation and project data, as described in the personal services contract to be entered with AEROQUEST OPTIMAL, INC.
4. The CITY OF WEST RICHLAND shall reimburse the COUNTY in the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution for the area described in Exhibit A (Attached). The amount to be reimbursed by the CITY OF WEST RICHLAND to the COUNTY shall not exceed a sum of Five Thousand Five Hundred and Twelve dollars (\$5,512).
5. The COUNTY shall submit an invoice to the CITY OF WEST RICHLAND for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

CITY OF WEST RICHLAND
WEST RICHLAND, WASHINGTON

Leo Bowman, Chairman

Alanna Rossi

City Representative

Shon Small, Chair Pro-Tem

Mayer

Title

James Beaver, Member

Date: *1/18/12*

Date: _____

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

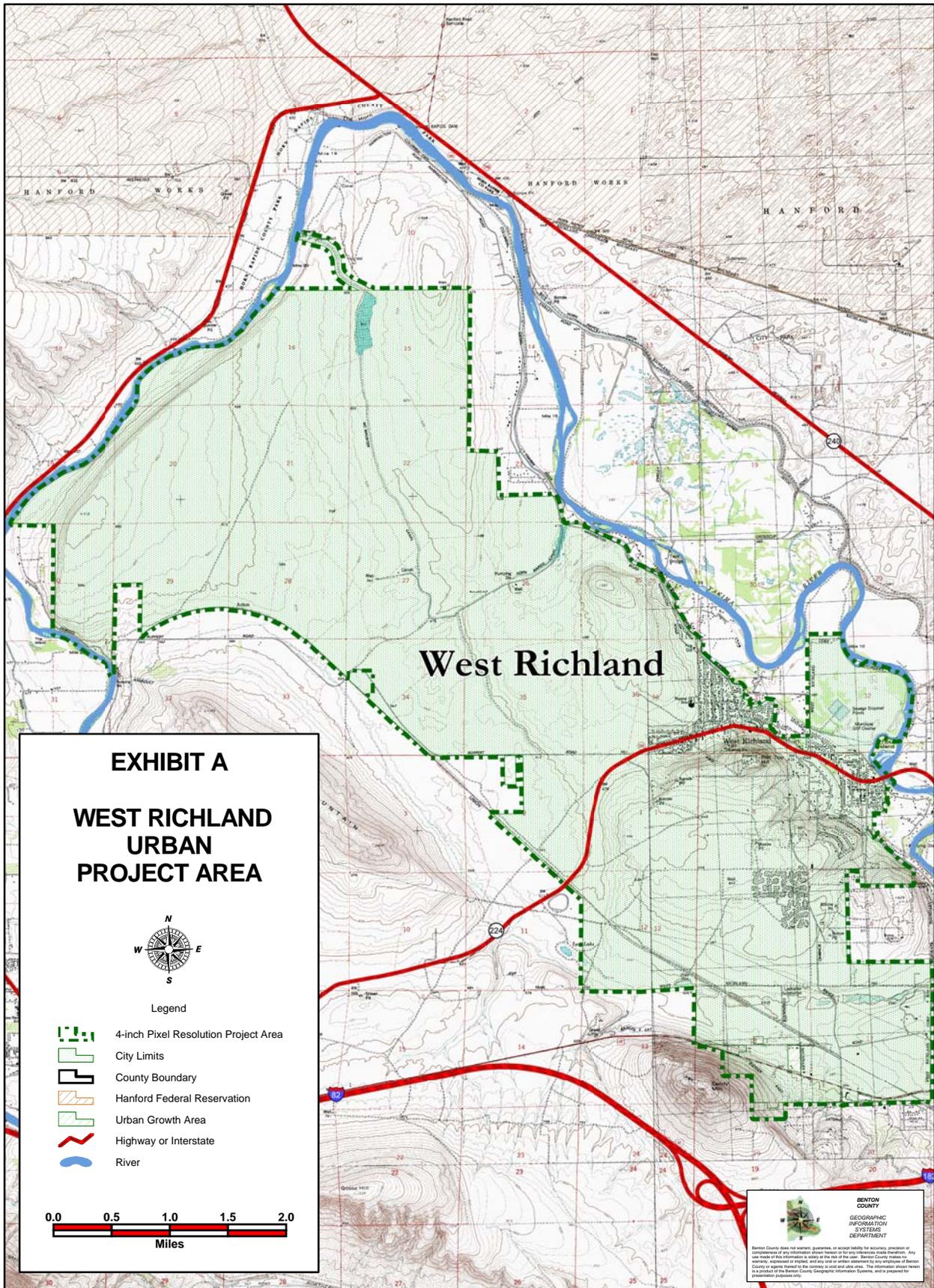


EXHIBIT A

**WEST RICHLAND
URBAN
PROJECT AREA**

Legend

- 4-inch Pixel Resolution Project Area
- City Limits
- County Boundary
- Hanford Federal Reservation
- Urban Growth Area
- Highway or Interstate
- River

Miles

**BENTON COUNTY
GEOGRAPHIC INFORMATION
SYSTEMS
DEPARTMENT**

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown herein or for any information made available. Any use made of this information is solely at the risk of the user. Benton County retains all copyright, registered or unregistered, and/or other intellectual property rights in this information. This information is a product of the Benton County Geographic Information System, and is prepared for presentation purposes only.

AGENDA ITEM	TYPE OF ACTION		
MEETING DATE: February 14, 2012	NEEDED		Consent Agenda X
SUBJECT: Shoreline Master Program (SMP) Grant Agreement	Execute Contract	X	Public Hearing
MEMO DATE: February 6, 2011	Pass Resolution	X	1st Discussion
Prepared By: Susan M. Walker	Pass Ordinance		2nd Discussion
Reviewed By: Michael Shuttleworth	Pass Motion		Other
	Other		

BACKGROUND INFORMATION

To improve and protect the state shoreline areas, Washington State Legislature passed the Shoreline Management Act in 1971(RCW 90.58) that was later adopted in 1972 by referendum vote. There are three basic policy areas of "The Act": shoreline use, environmental protection, and public access. The Act emphasizes accommodation of appropriate uses that require a shoreline location, protection of shoreline environmental resources and protection of the public's right to access and use the shorelines (RCW 90.58.020).

Benton County's current Shoreline Master Program (SMP) was adopted on April 25, 1974, and has not been updated since that time. The state legislature directed Ecology in 1995 to update the guidelines (state standards), which had not been revised since 1972 and did not account for advancements in science and shoreline management practices, nor the recent passage of Washington's Growth Management Act. After much debate and a negotiated settlement between business interests, ports, environmental groups, shoreline user groups, cities, counties, DOE, and the courts, the final version (WAC 173-26) was adopted in December of 2003 and became effective January 17, 2004.

SUMMARY

Under state law, Washington's 39 counties and more than 200 cities that have shoreline areas covered under the Shoreline Management Act must develop individual, locally tailored programs to guide construction and development in regulated shoreline areas. Shoreline master programs help counties and cities avoid or lessen environmental damage as shoreline areas are developed. Benton County is required by RCW 90.58.080 (2)(a)(v), to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before December 2013.

State law established a cooperative relationship between local governments and the Washington State Department of Ecology (DOE). Benton County and the Department of Ecology share joint authority and responsibility for the administration of the Benton County SMP. The DOE administers SMP guidelines (WAC 173-26) and provides technical assistance to local governments and funding in the form of grants.

The Act requires the state to provide "reasonable and adequate" funding for SMP updates. The amount of funding is based on a number of factors including, but not limited to: miles of shoreline; number and complexity of kinds of shoreline (streams and rivers); population;

and growth rate. These shorelines include rivers and streams with flow over 20 cubic feet per second mean annual flow. The County has approximately 411 miles of shoreline (measured in single banks). The shoreline jurisdiction extends 200 feet landward of these waters and includes associated wetlands and floodplains.

STAFF REVIEW AND ANALYSIS:

Benton County has secured grant funding from the DOE in the amount of \$200,000 for years 1 & 2, effective July 1, 2011; with an additional \$50,000 anticipated in year 3 to be appropriated in the 2013-15 Biennium, to assist the County in completion of its Shoreline Master Program update. The attached SMA Grant Agreement No. G21200022 between the State of Washington Department of Ecology and Benton County describes the scope of work, tasks, activities and timeline for the completion of the County's Shoreline Management Program Update which meets the procedural and substantive requirements, rules, and guidelines of the SMA. The effective date of the agreement (contract) is July 1, 2011 to June 30, 2014.

RECOMMENDATION

Recommendation of Planning Staff is that the Board of County Commissioners enter into contract with the Department of Ecology to receive the County's allotted grant funds to complete the County's Shoreline Master Program update.

FISCAL IMPACT

This is a non-match grant, so the County does not have to provide funds, however, planning staff time will be needed. An Expenditure Budget for the SMP Update process is shown on page 16 of the attached contract. Grant funds are awarded on a reimbursable basis, so a supplement to the Planning Department budget will be required. The County initially pays project costs as they incur. Invoicing to Ecology is usually by quarter, but not more often than once a month.

MOTION

A motion to approve the attached agreement to enter into contract with the Department of Ecology and authorize the Chairman of the Board to sign on behalf of the Board of Commissioners.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF COUNTY PLANNING RE: Shoreline Management Act (SMA), Agreement No. G1200022, entering into contract with Washington State Department of Ecology to secure grant funding necessary to complete review and update of Benton County's Comprehensive Shoreline Master Program.

WHEREAS, the Washington State Legislature passed the Shoreline Management Act in 1971 (RCW 90.58), and the Act was adopted by referendum vote in 1972; and,

WHEREAS, Benton County's current Shoreline Master Program (SMP) was adopted on April 25, 1974, and has not been updated since that time; and,

WHEREAS, in December 2003, the Department of Ecology adopted new, revised Shoreline Master Program Guidelines (WAC 173-26); and,

WHEREAS, Benton County and the Department of Ecology share joint authority and responsibility for the administration of the Benton County SMP; and,

WHEREAS, RCW 90.58.080 (2)(a)(v), requires Benton County to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before December, 2013; and,

WHEREAS, the Department of Ecology has allocated grant funding for Benton County in the amount of \$200,000 dollars for years 1 & 2, effective July 1, 2011; and the additional funding of \$50,000 for year 3 is projected for appropriation in the 2013-15 Biennium, to assist the County in completion of its Shoreline Master Program Update; NOW THEREFORE,

BE IT RESOLVED, that upon entering into contract with the Washington State Department of Ecology, Benton County will receive the allocated state grant funding necessary to complete the review and update of the County's Shoreline Management Plan; and,

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the SMA Agreement No. G1200022 contract attached hereto; and,

BE IT FURTHER RESOLVED, the contract shall fully executed upon signature of both parties.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member
Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....

Clerk of the Board

cc: Prosecuting Attorney's Office

Planning/smw

SMA Grant Agreement No. G1200022

between the

State of Washington Department of Ecology

and

Benton County

Project: Comprehensive Shoreline Master Program Update

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and **Benton County**, hereinafter referred to as the "RECIPIENT" to carry out activities described herein, and as authorized by the Washington State Legislature under Chapter 173-26 of the Washington Administrative Code (WAC) for shoreline implementation.

Name of RECIPIENT:

Department:
Address:

Benton County

Planning Department
P O Box 910
Prosser, WA. 99350

Project Manager for RECIPIENT:

Telephone Number:
E-mail address:

Susan M. Walker

509-786-5612
susan.walker@co.benton.wa.us

Fiscal Contact for RECIPIENT:

Telephone Number:
E-mail Address:

Michael Shuttleworth

509-786-5612
mike.shuttleworth@co.benton.wa.us

Payee on Warrant:

Benton County

P.O. Box 910
Prosser, WA. 99350

Project Officer for ECOLOGY:

Telephone Number:
E-mail address:

Clynda Case

SEA Program, Central Regional Office
Washington State Department of Ecology
15 W. Yakima Ave, Ste. 200
Yakima, WA 98902
509-457-7125
Clynda.Case@ecy.wa.gov

The source of funds provided by ECOLOGY are from the 2011-13 Washington State Legislature under Engrossed Substitute House Bill 1087, §302 for Shoreline Implementation and/or the Local Toxics Control Account.*

Maximum Grant Amount, Fiscal Years 1 and 2 (7/1/11-6/30/13):	\$	200,000
Maximum Grant Amount, Fiscal Year 3 (7/1/13- 6/30/14):	\$	<u>50,000</u>
Total:	\$	<u>250,000</u>

State Maximum Cost Share Rate over all three years: 100% UP TO a maximum of \$ **250,000**.

The effective date of this agreement is from July 1, 2011 to June 30, 2014.*

*Year 3 funding is subject to legislative appropriation in the 2013-2015 Biennium.

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF ZAYO
GROUP LLC FOR A FRANCHISE FOR A FIBER OPTIC TELECOMUMUNICATION
SYSTEM AND ALL FACILITIES IN COUNTY ROAD RIGHTS OF WAY,

WHEREAS, Zayo Group LLC has applied for a franchise for a fiber optic
telecommunication system and all facilities in Benton County road rights of way, NOW,
THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on
Tuesday, March 6, 2012 at 9:05 a.m., Local Time, in the Board of County Commissioners
Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington, or
also via closed circuit television at the Benton County Justice Center, Commissioners
Meeting Room, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336,

Dated this 14th day of February, 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	February 14, 2012	Execute Contract	<u> X </u>	Consent Agenda	<u> X </u>
Subject:	Dr. Watson Amendment – Jail Physician Services	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>D. Petty</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

Per Resolutions 11-279 and 11-816 the Sheriff’s Office entered into a Personal Service Contract with Dr. Brooks Watson to provide inmate physician services for the Benton County Jail through December 31, 2012.

SUMMARY

After various discussions between Dr. Watson, Ryan Brown, Ryan Lukson, Melina Wenner, and Sheriff Personnel it was concluded that the insurance requirements in his current contract could be adjusted and updated.

RECOMMENDATION

FISCAL IMPACT

N/A

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE SECOND PERSONAL SERVICE CONTRACT
AMENDMENT BETWEEN BENTON COUNTY AND DR. BROOKS WATSON II MD-
MBA FOR FURNISHING INMATE PHYSICIAN SERVICES FOR THE BENTON
COUNTY JAIL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, per Resolutions 11-279 and 11-816 the parties entered into a Personal Service
Contract to provide inmate physician services for the Benton County Jail Facility located in
Kennewick, WA through December 31, 2012; and

WHEREAS, the COUNTY desires to update the Contract's insurance requirements; NOW,
THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington
hereby approves the second personal service contract amendment between Benton County and
Dr. Brooks Watson II MD-MBA attached hereto; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the
attached second personal service contract amendment.

Dated this _____ day of _____ 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

SECOND CONTRACT AMENDMENT

THIS SECOND CONTRACT AMENDMENT, made and entered into this 31st day of - January, 2012 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and DR. BROOKS WATSON II, MD-MBA, hereinafter called "CONTRACTOR".

WHEREAS, per Resolutions 11-279 and 11-816 the parties entered into a Contract, and First Amendment to the Contract, hereinafter "Contract," for 2011 and 2012 whereby the CONTRACTOR would provide inmate physician services for the Benton County Jail in Kennewick; and

WHEREAS, the COUNTY desires to update the Contract's insurance requirements; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of the Contract shall remain in effect except the below section which shall be amended with the following:

1. **Section 8. INSURANCE** shall be removed in its entirety and replaced with the following:

8. INSURANCE

- a. **Medical Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR, shall secure and maintain at its own expense Medical 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 five million (\$5,000,000) aggregate.

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 within the effective date of this contract. CONTRACTOR is required to maintain claims made medical liability insurance for a minimum of 36 months after the effective date of termination or completion of the Contract. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** If applicable, 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. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

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. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The 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, 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.
- (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. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

d. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing 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 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the CONTRACTOR agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY

forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Julie Thompson
Administrative Assistant
7122 W. Okanogan Pl., Bldg B
Kennewick, WA 99301
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

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

Date: _____

Date: 1/31/12

Benton County

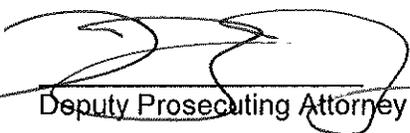
Dr. Brooks Watson II, MD-MBA

Chairman
Benton County, Commissioner


Signature

Brooks Watson, Physician
Print Name and Title

Approved as to Form


Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 14 Feb 2012 Sub: Red Mtn groundwater Memo Date: 06 Feb 2012 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY & BACKGROUND

Tom Tebb, Regional Director for the Washington Department of Ecology’s Office of Columbia River, requested the opportunity for his staff to meet with Commissioners to discuss issues and concerns related to groundwater quality and quantity on the north side of Red Mountain.

The attached background material provided by Ecology is thorough in its description of the agency’s concerns and topics they plan to present. It looks to be a fairly technical presentation. I have asked Ecology to keep in mind that we are not hydrogeologists.

My understanding of the presentation is that it is for information and conversation only, and that no action is requested from Commissioners.

#