AGENDA

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, APRIL 28, 2014

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:15 COUNTY COMMISSIONERS **Chairman Johnson**

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

a) Roll call and establish a quorum

b) Review warrant list

The county commissioners will take this time (at 9:15 a.m.) to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

RECESS.

9:30 COUNTY COMMISSIONERS

a) Declarations re: conflict of interest

b) Pledge of Allegiance

c) Public comment period (time limitations may be imposed)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle.* (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.

d) **Action Agenda Items:**
1) Review submitted Employee Payroll Action Forms

e) **Public Meeting:**
1) To consider leasing certain county property (request from Central Washington Comprehensive Mental Health to lease additional office space at 1520 Kelly Place)

f) **Action Agenda Item:**
1) Possible decision re above request

COUNTY COMMISSIONERS (continued)

g) Consent Agenda Items:

1) Resolution _____ - Minutes of County Commissioners' sessions of April 21 and 22, 2014
2) Resolution _____ - Revising Walla Walla County Commissioners' Committee assignments for 2014 Pages 3-4
3) Proposal 2014 04-28 ECON DEV – County approval of payment to Walla Walla County Human Services Department from Walla Walla County 9/10ths funds - grant for HVAC (Heating, Ventilation and Air Conditioning) repair project at 1520 Kelly Place, Walla Walla Pages 5-7
4) Proposal 2014 04-28 ECON DEV – Port approval of payment to Walla Walla County Human Services Department from the Port of Walla Walla 9/10ths funds - loan for HVAC (Heating, Ventilation and Air Conditioning) repair project at 1520 Kelly Place, Walla Walla Pages 8-10
5) County warrants as follows: 4151801 through 4152007, totaling $713,679.55
6) Payroll action and other forms requiring Board approval

h) Action Agenda Items:

1) Resolution _____ - Personal Services Agreement between Walla Walla County and Red Tail Tactical Technologies, Inc., for firearms training services Pages 11-21
2) Proposal 2014 04-28 DHS - Refinancing the Community Service Center purchase loan Pages 22-27

i) Miscellaneous business to come before the Board

j) Review reports and correspondence; hear committee and meeting reports

k) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF REVISING WALLA WALLA COUNTY COMMISSIONERS' COMMITTEE ASSIGNMENTS FOR 2014

RESOLUTION NO.

WHEREAS, pursuant to Walla Walla County Resolution 14 025, County Commissioners James K. Johnson, Perry L. Dozier, and Gregory A. Tompkins were designated to serve on certain committees for 2014; and

WHEREAS, pursuant to Walla Walla County Resolution 14 056, a Southeast Washington Aging and Long Term Care Council of Governments Interlocal Agreement was approved, with the purpose of the Agreement to form a Council of Governments (COG) to enable the parties to operate the Southeast Area Agency on Aging (AAA) within Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties; and

WHEREAS, said agreement provides that each participating entity shall be represented by one member and that an alternate may be assigned or appointed, and during an open, public session of the Board of County Commissioners it was determine that Commissioner Dozier would be the county's representative and that Commissioner Johnson would serve as alternate if needed; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that County Commissioners James K. Johnson (Chair), Perry L. Dozier, and Gregory A. Tompkins are duly appointed to serve on the below designated committees for 2014, as revised, in accordance with the authority listed.

BE IT FURTHER RESOLVED that there shall be no changes to the board liaison appointments as established pursuant to Walla Walla County Resolution 14 025.

JAMES K. JOHNSON

County representative for monthly meetings of county, cities, and Port representatives	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services & Trauma Care Council	Bylaws
Executive Alliance	Standing Committee
LEOFF I Disability Board	Statute
Lodging Tax Advisory Committee Chair	Statute
S.E. WA Aging and Long Term Care Council of Governments (alternate)	Interlocal Agreement
Valley Transit	Statute
Veterans Administration Hospital Task Force	Standing Committee
Walla Walla Fair and Frontier Days Board	County entity Bylaws
WA Counties Insurance Fund	Member County
WA Counties Risk Pool Board (alternate)	Interlocal Agreement
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
WA State Association of Counties (WSAC) Legislative Steering Committee (alternate)	WSAC Member County

PERRY L. DOZIER

Blue Mountain Resource Conservation and Development District	Member County
County representative for monthly meetings of county, cities, and Port representatives	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Greater Columbia Behavioral Health Regional Support Network (delegate)	Statute
S.E. WA Aging and Long Term Care Council of Governments (representative)	Interlocal Agreement
Snake River Salmon Recovery Board	Interlocal Agreement
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Work Force Development Council Regional Board	Statute
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
Walla Walla Watershed Management Partnership Board	Bylaws
WESCOM (Walla Walla Emergency Services Communications) Executive Committee	Standing Committee
Work Source Employers Committee	Standing Committee

GREGORY A. TOMPKINS

Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services Dept. Advisory Committee	Bylaws
Greater Columbia Behavioral Health Regional Support Network (alternate)	Statute
LEOFF I Disability Board (alternate)	Statute
Snake River Salmon Recovery Board (alternate)	Interlocal Agreement
Valley Transit	Statute
Veterans Administration Hospital Task Force (alternate)	Standing Committee
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Joint Community Development Agency Board	Interagency Agreement
Walla Walla Watershed Management Partnership Board (alternate)	Bylaws
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
Washington State Association of Counties (WSAC) Legislative Steering Committee (delegate)	WSAC Member County

*"Passed this **28th** **day of April, 2014** by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners of Walla Walla County, Washington

MEMO

Date: 04-24-14 **Proposal ID.** 2014 04-28 ECON DEV - County

To: BOCC

From: Diane Harris, Administrative Assistant

Intent – Approval of payment to Walla Walla County Human Services (Walla Walla County 9/10^{ths} Funds)

Topic – Approval of release of Walla Walla County Economic Development Sales Tax Grant Funds to Walla Walla County Human Services Department for HVAC project at 1520 Kelly Place.

Summary

April 1, 2014 the Walla Walla County Human Services Department requested and applied for $200,000 in grant funds from Walla Walla County's portion of the Walla Walla County Economic Development Sales Tax Funds for an HVAC (Heating, Ventilation and Air Conditioning) project at 1520 Kelly Place, Walla Walla. By Proposal 2014 04-07 Econ Dev - County, the County (Board of County Commissioners) approved the Walla Walla County Human Services Department's request during an open, public session of the board.

April 24, 2014, Harvey Crowder, Interim Director of Human Services, requested payment for the grant funds from the Economic Development Sales Tax monies. Once approved a warrant will be vouchered for payment to Walla Walla County Human Services Department for the following:

Walla Walla County – 9/10ths funds - $200,000.00

Cost
see above
Funding
9/10ths Funds
Alternatives Considered
N/A
Acquisition Method
N/A
Security
N/A
Access

Risk

Benefits

Conclusion/Recommendation

Approve payment to Walla Walla County Human Services Department in the amount of $200,000 from the Walla Walla County 9/10ths Economic Development Funds.

Submitted By

Diane Harris, Commissioners 4/24/14

Name Department Date

Signature

Disposition

____ Approved

____ Approved with modifications

____ Needs follow up information

____ Denied

BOCC Chairman Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

DEPARTMENT OF HUMAN SERVICES

• Walla Walla County, Washington State •

Commissioners
Perry L. Dozier
James K. Johnson, Chair
Gregory A Tompkins

Interim Director
Harvey R. Crowder, DVM, MS, DACVPM

April 24, 2014

TO: Walla Walla County Board of County Commissioners

SUBJECT: Release of Economic Develop Funds for County Human Services

FROM: Harvey R. Crowder, DVM, MS, DACVPM
Interim Director

Request the release of Economic Development Sales Tax Funds for the rehabilitation of the HVAC System at the Community Services Center. We are requesting the release of the $200,000 approved by the Walla Walla County Board of County Commissioners. The first $75,000 dollars of the rehabilitation will be paid out of Human Services reserve funds, then we will use the $200,000 grant approved by the Board of County Commissioners, any additional funds needed will come from the $200,000 loan approved by the Port of Walla Walla.

MEMO

Date: 04-24-14 **Proposal ID.** 2014 04-28 ECON DEV - Port

To: BOCC

From: Diane Harris, Administrative Assistant

Intent – Approval of payment to Walla Walla County Human Services (Port of Walla Walla 9/10^{ths} Funds)

Topic – Approval of release of Walla Walla County Economic Development Sales Tax Funds (Loan) to Walla Walla County Human Services Department for HVAC project at 1520 Kelly Place.

Summary

April 1, 2014 the Walla Walla County Human Services Department requested and applied for $200,000 loan from the Port of Walla Walla's portion of the Walla Walla County Economic Development Sales Tax Funds for an HVAC (Heating, Ventilation and Air Conditioning) project at 1520 Kelly Place, Walla Walla. By Proposal 2014 04-07 Econ Dev - Port, the County (Board of County Commissioners) approved the Walla Walla County Human Services request during an open, public session of the board.

April 25, 2014, Jim Kuntz, Port of Walla Walla, requested payment for the loan from the Economic Development Sales Tax monies. The Port of Walla Walla is requesting the concurrence of the County. Once approved a warrant will be vouchered for payment to Walla Walla County Human Services Department for the following:

Port of Walla Walla – 9/10ths funds - $200,000.00

Cost
see above
Funding
9/10ths Funds
Alternatives Considered
N/A
Acquisition Method
N/A
Security
N/A
Access

Risk

Benefits

Conclusion/Recommendation

Approve payment to Walla Walla County Human Services Department in the amount of $200,000 from the Port of Walla Walla 9/10ths Economic Development Funds.

Submitted By

Diane Harris, Commissioners 4/24/14

Name Department Date

Signature

Disposition

____ Approved

____ Approved with modifications

____ Needs follow up information

____ Denied

BOCC Chairman Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

PORT of WALLA WALLA
JOB CREATION • TRANSPORTATION

Phone (509 525-3100 • FAX (509) 525-3101 • www.portwallawalla.com • www.wallawallaairport.com

April 25, 2014

Connie Vinti
Walla Walla County
P.O. Box 1506
Walla Walla, WA 99362

Dear Connie:

The County of Walla Walla has a pay reimbursement request to the Port of Walla Walla for their award of a $200,000 Economic Development Sales Tax loan for the rehabilitation of Health Human Services and Planning Building HVAC system. The loan is from the Port's portion of the Economic Development Sales Tax Fund.

Please authorize the County Treasurer to release said loan funds to Walla Walla County for the rehabilitation of Health Human Services and Planning Building HVAC system.

If you have any questions, please do not hesitate to call.

Sincerely,

James M. Kuntz
Executive Director

Cc: Port Commissioners
File

Peter Swant, Commissioner
Ronald W. Dunning, Commissioner
Michael Fredrickson, Commissioner

James M. Kuntz, Executive Director

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICES AGREEMENT BETWEEN WALLA WALLA COUNTY AND RED TAIL TACTICAL TECHNOLOGIES, INC. FOR FIREARMS TRAINING SERVICES

RESOLUTION NO.

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, as outlined in a Memorandum dated April 16, 2014, the Walla Walla County Sheriff's office wishes to provide firearms training for deputies on June 3 and June 10, 2014; and

WHEREAS, a Personal Services Agreement between Walla Walla County and Red Tail Tactical Technologies, Inc. to provide Advanced Tactical Firearms Courses training has been reviewed by the county sheriff, the prosecuting attorney's office, and the County Risk Manager; and

WHEREAS, the Walla Walla County Sheriff has submitted said agreement to the Walla Walla County Board of Commissioners, as the county legislative authority, for approval; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Personal Services Agreement between Walla Walla County and Red Tail Tactical Technologies, Inc.

*"Passed this **28th** **day of** **April, 2014** by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners of Walla Walla County, Washington

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WALLA WALLA SHERIFF'S OFFICE
MEMORANDUM

Date: April 16, 2014

To: Board of County Commissioners

From: Shanda Zessin, Chief Administrative Deputy

RE: Personal Services Contact with Red Tail Tactical Technologies, Inc – Tactical Firearms Training

Red Tail Tactical Technologies, Inc. will be providing a firearms training for deputies on squads C and D on June 3rd and for squads A and B on June 10th of 2014. The training will focus on basic fundamentals of tactical marksmanship as well as advanced marksmanship through multiple target engagement drills, movement drills, alternate firing positions, stress shoots and reloading and malfunction drills.

Red Tail Tactical Technologies, Inc. is a Service Disabled Veteran Owned Small Business based out of Idaho. Their cadre is comprised of former operating members of the United States Army Special Operations Command, United States Army Special Forces Command, and elite units of federal and local law enforcement. The cadre provides training for high threat operations focusing on threat reduction, domestic preparedness and crisis response.

Deputy Prosecuting Attorney Jesse Nolte was involved in the drafting of this personal service contact as evidenced by his signature.

Recommendation:
The Walla Walla County Board of Commissioners approve the personal services contract with Red Tail Tactical Technologies, Inc.

PERSONAL SERVICES AGREEMENT

Red Tail Tactical Technologies, Inc., hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall include professional services related to presenting the Advanced Tactical Firearms Courses (ATFC) on June 3rd and 10th, 2014.

The financial consideration for this agreement is $6,650.00, which includes travel, lodging, meals and all other unknown associated costs.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2014.

CONTRACTOR:

Firm Name:

Red Tail Tactical Technologies, Inc.
Donald R. Hollenbaugh, President
1795 West Black Canyon Hwy
Emmett, ID 83617

Tax Payor ID: 20-1439487

Signature

By

WALLA WALLA COUNTY:
Board of County Commissioners

Chairman Jim Johnson

Commissioner Greg Tompkins

Commissioner Perry Dozier

Approved as to Form Only:

Jesse Nolte deputy
Prosecuting Attorney

1 Day Advanced Tactical Firearms Courses

RED TAIL TACTICAL TECHNOLOGIES, INC.

1795 West Black Canyon Hwy, Emmett, ID 83617
208-860-1926
www.redtailtactical.com

Prepared for:
Walla Walla County Sheriffs Department
ATTN: Sheriff John Turner
240 W Alder Street #101
Walla Walla, WA 99362

March 10, 2014

This quote is for the execution of two 1 Day Advanced Tactical Firearms Courses (ATFC). The dates of the courses are June 3rd and June 10th to be held in the Walla Walla region of Washington State. The 10-hour courses are performance based firearms courses focused on; Weapon System Capability and Set-Up, Basic Fundamentals of Tactical Marksmanship, Advanced Marksmanship through Multiple Target Engagement Drills, Movement Drills, Alternate Firing Positions, Stress Shoots, and Reloading and Malfunction Drills.

This proposal does not include any printed or electronic course material, training aides, ammunition, explosives, training material or training sites used in conducting the course. All materials, classroom, audio visual equipment, training aides, and support personnel are to be provided by the Walla Walla Sheriffs Office. This cost proposal is a firm fixed price of $6,650.00 for a maximum of 24 students. Additional students may attend for $275.00 each. Payment must be received no later than 14 days prior to the beginning of the course. Please remit payment to Red Tail Tactical Technologies, Inc., 1795 W. Black Canyon Hwy. Or you may pay online at ***a link will be provided if paying by credit card***. Please contact Lori, lori@redtailtactical.com, 208-861-9951 for any payment related information.

For scheduling or other questions regarding this course please contact the Director of Training, Jessup Davidson at jdavidson@redtailtactical.com. Thank you for your consideration of Red Tail Tactical as your training provider and a special thank you for your service to our communities.

Donald R. Hollenbaugh
President
Red Tail Tactical, Inc.
don@redtailtactical.com

"tactical applications for success on target..."

The information contained within this document is proprietary to Red Tail Tactical Technologies, Inc. and is meant for the sole use of the customer named above. Any release of this information beyond its intended use is a violation of federal copyright laws.

PERSONAL SERVICES AGREEMENT

Red Tail Tactical Technologies, Inc., hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall include professional services related to presenting the Advanced Tactical Firearms Courses (ATFC) on June 3rd and 10th, 2014.

The financial consideration for this agreement is $6,650.00, which includes travel, lodging, meals and all other unknown associated costs.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2014.

CONTRACTOR:

Firm Name:

Red Tail Tactical Technologies, Inc.
Donald R. Hollenbaugh, President
1795 West Black Canyon Hwy
Emmett, ID 83617

Tax Payor ID: 20-1439487

_____
Signature

WALLA WALLA COUNTY:
Board of County Commissioners

By

_____
Chairman Jim Johnson

_____
Commissioner Greg Tompkins

_____
Commissioner Perry Dozier

Approved as to Form Only:

Jesse Nitz deputy
Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:
The contractor agrees to provide to the County services and any materials set forth in the project during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:
The County will pay the Contractor after receiving an invoice for services rendered. The County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

3. Assignment and Subcontracting:
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:
Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:
Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:
The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

MP

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:
This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:
This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph *hereof.*

12. Termination for Public Convenience:
The County may terminate the 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. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work

performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:
The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subconsultants, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

14. Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:
In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:
In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by County of any notice of such claim.

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

20. Disputes:

a. General
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents 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. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival:
The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:
Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:
When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:
Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:
By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at http://www.epls.gov. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Entire Agreement:
This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

32. No Third Party Beneficiary:
The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

33. Insurance:
The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the consultant and returned to the County of Walla Walla. The policy shall be endorsed and the certificate shall reflect that the County of Walla Walla as an additional named insured on the Commercial general liability policy with respect to activities under the contract. All endorsements shall provide that the insurance is primary and non-contributory.

no page 8

MEMO

Date: 4/28/2014

Proposal ID: 2014 04-28 DHS
Revised - *originally submitted February 5, 2014*

To: BOCC

From: Harvey R. Crowder, DVM, MS, DACVPM
Interim Director, Human Services

Intent – Obtain BoCC approval to change the financing of the Community Service Center

Topic – Refinancing the Community Service Center (CSC)

Summary

In 2010 the Board of County Commissioners (BoCC) approved the purchase and remodeling of the building used by the Department of Human Services (DHS) using a loan from the County investment fund ($2,000,000), a Department of Commerce Grant ($1,000,000), and funds from DHS Reserves (~$1,400,000). The debt to the County investment fund was to be repaid over a 10 year period. In August 2012 Walla Walla County signed a 10-year lease for space with four tenants within the newly remodeled Community Service Center (CSC): Blue Mountain Action Council, Blue Mountain Heart to Heart, Helpline, and Rising Sun Club House. The lease was for $1.00 / sq. ft. of office space with no increases for the first five years and a CPI increase for the remaining years of the lease. The lease included all utilities except for telephone service.

In August 2013 the Interim Director, DHS provided information to the BoCC on the inability of the current model for financing the debt incurred for the purchase and remodeling of the CSC was not tenable. I met with the tenants on October 2, 2013 to ask their willingness to renegotiate the terms of the lease and again on January 30, 2014. Prior to the October 2013 meeting, County Commissioners requested that I inquire on the willingness of the tenants to help cover the costs for maintenance of the "common areas" of the building.

At the January 30, 2014 meeting, the four tenants of the building were willing to discuss changes in their support for building operations; however, the small changes that can be made by charging tenants for "common area" maintenance or increasing the lease to

commercial rates will not overcome the inability of the lease charges to the four non-county (or five when DHS transitions to Central Washington Comprehensive Mental Health) tenants and the current DHS equal payments without exhausting current DHS reserves within several years. Additionally, a financial manager for one of the tenants questioned the philosophy of attempting a 10-year payback by using income from the tenants.

We estimate for 2014 DHS will have to use ~**$122,000** out of the operating fund reserve to make the 2014 payment of ~$273,000. That amount needed from reserves will only increase in future years as utilities, repair and maintenance costs increase.

Additionally, we believe approximately $500,000 of additional work is needed to complete the remodeling of the CSC ($435,000 for HVAC, $40,000 for the parking lot resurfacing, and $25,000 for additional parking lot lighting). We know that additional unknown amount of funds will be needed to replace the aging heat pumps and other building maintenance issues.

Attached is a workbook that outlines the revenue and expenditures associated with the operation of the CSC. To build the workbook I used the cost data from 2013 for the utilities and maintenance portion, the current loan amortization data for mortgage costs, and included a pro-rated portion of the "common areas" for each of the 2014 tenants lease income. I left the 10-year projection using the current interest we pay to the investment pool (3.86%). For refinancing, I projected a 15, 20, 25, and 30 year payback projections, using a 5% interest rate calculator found at Bankrate.com.

Cost

Given the current 10-year payback the County will have to pay an extra ~**$96,000** in 2014 to meet all the projected costs in 2014 **IF** the tenants agree to pay $1.00 per square foot for the pro-rated common areas of the building. That amount will continue to increase as utility, maintenance, and repair costs increase.

A 15-year payback - the County will be able to set aside ~**$19,500** in 2014 to meet all of the projected costs for 2014 **IF** the tenants agree to pay $1.00 per square foot for the pro-rated common areas of the building. That amount will continue to decrease as utility, maintenance, and repair costs increase.

A 20-year payback - the County will be able to set aside ~**$45,600** in 2014 to meet all of the projected costs for 2014 **IF** the tenants agree to pay $1.00 per square foot for the pro-rated common areas of the building. That amount will continue to decrease as utility, maintenance, and repair costs increase.

A 25-year payback - the County will be able to set aside ~**$60,600** in 2014 to meet all of the projected costs for 2014 **IF** the tenants agree to pay $1.00 per square foot for the pro-rated common areas of the building. That amount will continue to decrease as utility, maintenance, and repair costs increase.

A 30-year payback - the County will be able to set aside ~**$70,100** in 2014 to meet all of the projected costs for 2014 **IF** the tenants agree to pay $1.00 per square foot for the pro-rated common areas of the building. That amount will continue to decrease as utility, maintenance, and repair costs increase.

Funding

Currently funding for the costs of the CSC comes from the lease income from four tenants, administrative overhead from our various contracts, and from local income sources from various taxes and fees. When we transition our behavioral health contracts the majority of our administrative overhead will also go with that contract meaning we will have to use more of our local income sources and thus reduce programs those fees support.

Alternatives/Options Considered

1. Do nothing.
2. Renegotiate current tenant leases.
3. Refinance the outstanding debt for the purchase of the CSC with the County investment fund.
4. Refinance the outstanding debt using a commercial lender.
5. Cancel our lease with the four current tenants and totally renegotiate the leases so the building is self-supporting.
6. Sell the building after upgrading the HVAC system.
7. Sell the building without upgrading the HVAC building.

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

Option 1. Sticking with the current plan will result in DHS using current limited reserves to support a building no longer occupied by a County entity and also having to reduce support to other programs. This option will bring current DHS capital reserve accounts to $0.00 by **January 2016**. This will immediately result in a default on full re-payments to the County investment fund unless other funds such as *ad valorem* are used (approximately $500,000 available at this time).

Option 2. Currently the four tenants have a 10-year lease with lease rates fixed for the first five years of the lease. They are under no obligation to renegotiate at this time. Forcing a renegotiation could cause any one or all of them to relocate thus negating any beneficial effect that the CSC provides.

Option 3. Puts longer term earnings for the County investment fund at risk as interest rates rise.

Option 4. It may be difficult to find a commercial or other lender willing to use a County-owned building as collateral and we may not be able to find a lender at a 5% lending rate.

Option 5. Cancelling our current leases may result in one or more of the tenants leaving the building either because of affordability or perceived bad faith in the initial lease bargaining agreements.

Option 6. Finding a buyer that is willing to honor the current commitment of 10 years as a community facility may be difficult in the short term. There is also the issue of financing the HVAC system that must be tied to income generated by CSC. We may not be able to recoup all County monies put into the purchase, remodeling, and maintenance of the CSC.

Option 7. It will be difficult to find a buyer willing to pay for the building when we know there are significant maintenance and repair problems with the HVAC system. We may not be able to recoup all County monies put into the purchase, remodeling, and maintenance of the CSC.

Benefits

Option 1. It is the "evil we know." We can plan an orderly departure from most of our locally supported programs and the County's investment fund will be repaid fairly quickly.

Option 2. Allows for greater cost sharing of the operations of the CSC and provides income from the use of the two conference rooms (that we currently do not charge tenants for their use) as well as reducing the burden on DHS finances.

Option 3. Keeps the finances within the County system.

Option 4. Removes the County investment fund from any risk involved in the CSC.

Option 5. Forces the issue on cost management and sustainability of the CSC.

Option 6. Removes the County from the ownership of the building when there is no longer a County tenant. Allows the new owner of the building to negotiate lease rates more in line with building costs and finances.

Option 7. Removes the County from the ownership of the building when there is no longer a County tenant. Allows the new owner of the building to negotiate lease rates more in line with building costs and finances. Eliminates the need to repair and upgrade the CSC HVAC.

Conclusion/Recommendation

This is a complex problem with complex solutions. I recommend using either Option 3 or 4 and follow up with Option 2 and Option 6.

For Option 2, renegotiate our current tenant leases to reflect cost sharing of common areas and carefully negotiate with Central Washington Comprehensive Mental Health on their lease.

For Option 3 or 4, I recommend that we seek a 25 or 30-year refinance of the CSC assuming we can obtain mortgage interest rates that allow us to set aside monies for continued maintenance and repair of the building.

For Option 6, once we have refinanced the building and repaired the HVAC system I recommend we seek an outside buyer that will continue to operate 1520 Kelly Place as a Community Service Center for at least the next nine (9) years as our contract with the Department of Commerce requires as long as we can recoup a majority of the County monies expended in the purchase, renovation, and operation of the CSC.

Submitted By

Crowder / DHS/ 02/05/2014

Name Department Date

Name Department Date

Disposition

____ Approved

____ Approved with modifications

____ Needs follow up information

____ Denied

BOCC Chairman
Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

9:45 **JOINT FINANCIAL UPDATE** **Karen Martin and Gordon Heimbigner**

a) 2013 final budget/financial report

b) 2014 first quarter budget status report

10:15 COUNTY COMMISSIONERS

a) Continuation of discussion re: 2015 salaries to be set for certain county elected officials, and possible Board direction/decision regarding same

10:30 **PUBLIC WORKS DEPARTMENT** **Randy Glaeser**

a) **Bid opening:**
   1) Pre-manufactured timber bridge deck

b) **Public Hearing:**
   1) To consider declaring certain County property (vehicles and equipment) as surplus

c) **Action Agenda Item:**
   1) Resolution _____ - Declaring certain equipment surplus pages 30-31

d) **Consent Agenda items:**
   1) Resolution _____ - Initiating a County Road Project (CRP) designated at CRP 14-01, Mill Creek Road at Five Mile Road, MP 1.1 to MP 1.96 page 33
   2) Resolution _____ - Use of County roads for the 2014 Balloonsday Fun Run & Walk page 34
   3) Resolution _____ - Use of County roads for the Walla Walla University Tin Man Triathlon page 35
   4) Execute Reimbursement Agreement for Taurmarson Road Improvements between Walla Walla County and the City of Walla Walla pages 36-39

e) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF DECLARING CERTAIN EQUIPMENT SURPLUS

RESOLUTION NO.

WHEREAS, the Board of Walla Walla County Commissioners, in accordance with Chapter 36.34 of the Revised Code of Washington, has the authority to sell certain equipment once declared surplus; and

WHEREAS, a public hearing determining the advisability of surplusing certain equipment was held on April 28th, 2014; and

WHEREAS, it is in the best interest of the public to declare surplus and dispose of the equipment on Attachment "A", which by this reference is made a part hereof; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said equipment be declared surplus.

BE IT FURTHER RESOLVED that the Public Works Department be directed to coordinate sale of said items, and publish notice of such sale as prescribed, which notice will set forth equipment to be sold herein before generally described, together with the time and place of said sale.

*Passed this **28th** day of **April, 2014** by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent.*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners of Walla Walla County, Washington

Attachment "A"

Surplus Equipment - April 2014

#211 – 2000 Pontiac Bonneville Sedan, VIN – 1G2HX54K4Y4261891 (Sheriff)

#214 – 2001 Buick LeSabre Sedan, VIN – 1G4HP54KX1U285447 (Sheriff)

#655 – 2009 Ford Focus Sedan, VIN – 1FAHP35N79W210762 (Health Dept)

#1044 – 1982 Athey Loader, S/N – 703-440

#1202 – 1999 Mack Dump Truck 8-12 CY, VIN – 1M2AD38C4XW008307

#1213 - 2000 Henke Snow Plow Model 48R-11-1S, S/N – 3626 (No Title)

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A COUNTY ROAD PROJECT DESIGNATED AS CRP 14-01, MILL CREEK ROAD AT FIVE MILE ROAD, MP 1.1 TO MP 1.96

RESOLUTION NO.

WHEREAS, Mill Creek Road is a rural major collector road with substandard vertical and horizontal curves, insufficient clearzone, poor sight distance, and inadequate drainage; and

WHEREAS, the intersection of Mill Creek Road at Five Mile Road has a high accident rate; and

WHEREAS, Mill Creek Road has been selected to receive Federal Surface Transportation funds; and

WHEREAS, Mill Creek Road at Five Mile Road is listed on the Six Year Transportation Plan; now therefore

BE IT HEREBY RESOLVED that Mill Creek Road at Five Mile Road, MP 1.1 to MP 1.96, Road Log No. 97330, located in Section 13, Township 7N, Range 36E, and Section 18, Township 7N, Range 37E be improved as follows:

> Reconstruct, realign and widen Mill Creek Road including reconstructing, realigning and relocating the intersection of Five Mile Road to meet current road standards.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement of Mill Creek Road at Five Mile Road project. The County, acting in the public interest will use its right of eminent domain to acquire property, if necessary, in conformity with the laws of the State of Washington.

IT IS FURTHER RESOLVED that appropriation from the officially adopted road fund budget and based on the County Engineer's estimate be made in the amounts and for the purpose shown:

Purpose	**STPR**	**RATA**	**County Funds**	**Total**
Design	$60,550		$ 9,450	$ 70,000
Right of Way	$207,450		$ 32,377	$ 239,827
Construction (unsecured)	0	$1,260,000	$140,000	$1,400,000

[x] This project is included in the officially adopted annual road program as Item No. [11]

[ ] This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130

Passed this ***28th*** *day of* ***April, 2014*** *by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent.*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners of Walla Walla County, Washington

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF USE OF COUNTY ROADS FOR THE 2014 BALLOONSDAY FUN RUN & WALK

RESOLUTION NO.

WHEREAS, the Walla Walla Swim Team Parents Club is hosting a walk/run in connection with other Balloon Stampede events; and

WHEREAS, said event will be held on Saturday, May 10, 2014 beginning at 8:00 AM and ending around 12:00 PM; and

WHEREAS, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

WHEREAS, the event organizers shall provide traffic control, signage and flaggers in accordance with the approved Special Event Permit; and

WHEREAS, the event organizers have provided a certificate of insurance naming Walla Walla County as additional insured and have agreed to include Walla Walla County in their registration/release waiver; and

WHEREAS, the event organizers shall provide a news release to the local newspapers announcing the event date; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that permission be granted to the event organizers to use the following County roads: Reser Road, South Wilbur Avenue, Greenbriar Drive, Stillwater Drive, Shelton Road, Sturm Avenue, and Abbott Road on Saturday, May 10, 2014

*Passed this **28th** day of **April, 2014** by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent.*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners of Walla Walla County, Washington

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF USE OF COUNTY ROADS FOR THE WALLA WALLA UNIVERSITY TIN MAN TRIATHLON

RESOLUTION NO.

WHEREAS, the Associated Students of Walla Walla University have requested permission to use certain Walla Walla County roads for the biking portion of the Walla Walla University Tin Man Triathlon event; and

WHEREAS, said triathlon will be held Sunday, May 18, 2014, between the hours of 10:00 am and 1:00 pm; and

WHEREAS, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

WHEREAS, the event organizers shall provide traffic control, signage and flaggers in accordance with the approved Special Event Permit; and

WHEREAS, the event organizers have provided a certificate of insurance naming Walla Walla County as additional insured and have agreed to include Walla Walla County in their registration/release waiver; and

WHEREAS, the event organizers shall provide a news release to the local newspapers announcing the event date; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that permission be granted to Walla Walla University to use the following roads: West Whitman Drive to Last Chance Road, Last Chance Road to Stovall Road, Stovall Road to Forest Road, and return via the reverse route for the biking portion of the race, on Sunday, May 18, 2014.

*Passed this **28th** day of **April, 2014** by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent.*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners of Walla Walla County, Washington

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REIMBURSEMENT AGREEMENT FOR TAUMARSON ROAD IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT is entered into this 24th day of April, 2014, by and between Walla Walla County, a municipal corporation, hereinafter the "COUNTY" and the City of Walla Walla, a municipal corporation, hereinafter the "CITY," as may be jointly referred to as "parties."

WHEREAS, the COUNTY has planned a road project in the vicinity of Taumarson Road, between Plaza Way and Highway 125, and

WHEREAS, the CITY has various Water and Sewer utility features located along Taumarson Road under a franchise agreement that specifies the CITY as the responsible party for any necessary utility relocations, and

WHEREAS, it would be cost beneficial to bid and perform the necessary utility relocation and/or adjustment work under the COUNTY's Taumarson Road Project, and

WHEREAS, it would be in the public's best interests if the improvements to the CITY's utility system were completed as part of the Taumarson Road project, and

WHEREAS, the COUNTY and CITY desire to have the work completed by the end of 2015, and

WHEREAS, the parties have agreed to combine the project work and enter into an agreement for the reimbursement of CITY related project costs to the COUNTY, now therefore

BE IT HEREBY RESOLVED, that the following is mutually agreed by and between the COUNTY and CITY:

1. Construction Plans: The CITY or their consultant will prepare or cause to be prepared, construction plans for the utility improvements. The CITY shall review and approve construction plans and designs for its utilities, and provide to the COUNTY for inclusion into the project. The COUNTY shall not be responsible for the design, or errors in the design, of the utilities.

2. Improvements: The COUNTY will cause all work, labor, tools, materials, supplies, and equipment for the Proposed Project Expansion to be provided through a licensed contractor. The COUNTY, or its designee, shall administer and be the primary contact with the contractor for the Proposed Project. The CITY shall provide an inspector at its cost to inspect and accept work completed on its utilities in a timely manner when requested by the COUNTY.

3. Term of Agreement: This Agreement shall be in full force and effect upon execution and shall remain in effect until all Proposed Project work is

complete and accepted by the governing jurisdiction.

4. Reimbursement: CITY agrees to reimburse the COUNTY or pay actual staff time and material costs up to $3,000, associated with the coordination of utility work in the Taumarson Road project, and as follows:

   A. Design, Preparation of Construction Plans and Specifications
   The CITY or its consultant will perform all field work and design, at CITY cost, in order to create plan sheets and specifications for inclusion in the COUNTY'S Taumarson Road Project. Design information shall be provided to the COUNTY for inclusion in the project plans and specifications at an agreed upon time, prior to bidding.

   B. Construction Inspection & Administration
   When requested by the COUNTY, the CITY or its consultant will perform all field inspection work for its respective share of construction costs associated with the appropriate schedules as set forth in the bid documents.

   C. Construction Costs
   As authorized by the CITY prior to contract award, the CITY agrees to reimburse the COUNTY for the cost to construct necessary improvements. The appropriate construction costs will be paid according to water and sewer utility items shown on the bid schedule. Upon receiving a billing statement or invoice from the COUNTY for its share of the construction costs, CITY shall pay such invoice or billing statement in full within thirty (30) days of its receipt.

5. Notice: Notice of any proposed changes, problems or issues shall be given in writing by the designated representative of each party as soon as possible of the first occurrence.

6. Expiration of this Agreement: This Agreement will expire when the County closes the project and releases the retainage to the Contractor, or thirteen (13) months after construction final completion; whichever is sooner.

7. Applicable Laws and Standards: The COUNTY shall require the Contractor to perform in accordance with all applicable Federal, State and local laws.

8. Contractor to be Licensed, Bonded and Insured: The COUNTY shall require that the contractor performing the Proposed Project will be duly licensed and bonded to do business in the State of Washington. The contractor will be required to purchase and maintain, during the term of this Agreement, a comprehensive general liability policy in the amount of at least $1,000,000.00 per occurrence.

9. Waiver: No officer, employee, agent, or other individual acting on behalf of either party, has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce, at any time, any of the provisions of this Agreement, or to require, at any time, performance by the other party of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement, or any part thereof.

10. Attachments: The parties agree that the included Attachments may change as plans and improvements are made and constructed, and that updated Attachments may be substituted without re-recording (if recorded) or re-executing this Agreement. Any updated Attachments must be approved, signed and dated by both parties and reference the prior Attachment which it is replacing. The COUNTY shall maintain a copy of this Agreement and all Attachments.

11. Jurisdiction and Venue: This Agreement is entered into in Walla Walla County, Washington. Venue shall be in Walla Walla County Superior Court, State of Washington.

12. Third Party Beneficiary: The CITY shall be named as a third-party beneficiary to any contract, and shall have the right to pursue action against the Contractor with regard to construction of the utilities.

13. Entire Agreement: This written Agreement constitutes the entire and complete agreement between the parties, and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered, except in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 24th day of April, 2014.

For City of Walla Walla

Nabiel Shawa, City Manager

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_____
Date

Attest:

For the Board of County Commissioners

_____
Clerk of the Board

_____
Chair

_____
Commissioner

Approved as to form:

_____
Commissioner

_____
Prosecuting Attorney

_____
Date

10:45 **PROSECUTING ATTORNEY** **Jim Nagle/Jesse Nolte**

a) Miscellaneous business for the Board

b) Possible executive session re:
litigation or pending or potential
litigation (pursuant to RCW 42.30.110(i)

11:00 PERSONNEL/RISK MANAGER

a) Department update and miscellaneous

b) **Active Agenda Items:**
1) Possible discussion/decision re: any pending claims against the County

c) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i)

11:15 **COUNTY COMMISSIONERS**

a) Miscellaneous or unfinished business to come before the Board

12:00 **Recess**

1:30 **COUNTY COMMISSIONERS**

a) Miscellaneous or unfinished business to come before the Board

- A D J O U R N –

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.

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