

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, AUGUST 18, 2014**

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**9:30**

**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) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) 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.*

**e) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

**f) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' sessions of August 11 and 12, 2014
- 2) Resolution \_\_\_\_\_ - Setting a date of public hearing to consider amendments to Walla Walla County Code related to recreational marijuana production, processing, warehousing, storage, packing, packing and retail sales facilities Pages 2-3
- 3) Resolution \_\_\_\_\_ - Executing Employment Agreement with Thomas E. Glover Pages 4
- 4) Resolution \_\_\_\_\_ - Proclaiming September as "Childhood Cancer Awareness Month" Pages 5-6
- 5) County warrants as follows: 4155075 in the amount of \$20,940.49 (draw taxes)
- 6) Payroll action and other forms requiring Board approval

- g) Discussion: Disposition of decommissioned lifeline 100 9-1-1 telephone equipment**

Pages 7-8

**BOARD OF COUNTY COMMISSIONERS**  
**WALLA WALLA COUNTY, WASHINGTON**

**IN THE MATTER OF SETTING A  
DATE OF PUBLIC HEARING TO  
CONSIDER AMENDMENTS TO  
WALLA WALLA COUNTY CODE  
RELATED TO RECREATIONAL  
MARIJUANA PRODUCTION,  
PROCESSING, WAREHOUSING,  
STORAGE, PACKING AND RETAIL  
SALES FACILITIES**

**RESOLUTION NO.**

**WHEREAS**, in 2012 the voters of the State of Washington approved Initiative 502 (I-502), which allows the Washington State Liquor Control Board (WSLCB) to license marijuana producers "to produce marijuana for sale at wholesale to marijuana processors and other marijuana producers" (I-502, Sec. 4(1)); and

**WHEREAS**, I-502 allows the WSLCB to license marijuana processors to "process, package and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana retailers" (I-502, Sec. 4(2)); and

**WHEREAS**, I-502 allows the WSLCB to license marijuana retailers to "sell usable marijuana and marijuana-infused products at retail in retail outlets" (I-502, Sec. 4(3)); and

**WHEREAS**, Walla Walla County enacted Ordinance 415 on September 16, 2013, which Ordinance placed a moratorium on the acceptance or issuance of project permits for recreational marijuana producers, processors and retailers (Section II, B, 1-3); and

**WHEREAS**, Ordinance 415 enacted interim zoning that stated that marijuana production, marijuana processing and marijuana retailing shall not be considered permitted or allowed uses in unincorporated Walla Walla County during the pendency of the Ordinance (Section II, B, 4); and

**WHEREAS**, the County has continued to move forward with the consideration of possible permanent zoning regulations regarding recreational marijuana uses, utilizing the services of the firm of Stalzer and Associates; and

**WHEREAS**, Stalzer and Associates prepared proposed code amendments that were reviewed by the County Planning Commission at workshop held on May 7, 2014; and

**WHEREAS**, a public hearing was held before the County Planning Commission on June 4, 2014, and that body adopted recommendations to be made to the Walla Walla County Board of Commissioners regarding possible code amendments; and

**WHEREAS**, the Board of County Commissioners reviewed the Planning Commission's recommendations and other information regarding land use regulations/zoning for production, processing, and retail marketing of recreational marijuana relative to I 502 in a public workshop held July 29, 2014; and

**WHEREAS**, it is necessary to hold a public hearing to consider amendments to Walla Walla County Code; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that a public hearing to receive public testimony regarding proposed amendments to Walla Walla County Code regarding recreational marijuana uses. The following options will be discussed:

1. The Planning Commission's recommendation to allow recreational marijuana production, processing, warehousing, storage, packing and retail sales facilities as conditional uses in the Heavy Industrial zone subject to Washington State Liquor Control Board approval and a 1,000 foot setback from urban single family and multi-family zoned properties. The Board may consider modifying the setback requirements to less than 1,000 feet from urban single family and multi-family zoned properties.
2. Allowing recreational marijuana production, processing, warehousing, storage, packing and retail sales facilities as conditional uses in the Light Industrial zone subject to Washington State Liquor Control Board approval and a possible buffer of up to a 1,000 foot setback from urban single family and multi-family zoned properties. This option was reviewed by the Planning Commission but not recommended.
3. Consideration of an outright ban based on zoning principles. This option was set forth in the "Principles for Recreational Marijuana Regulations" adopted by the Board before the matter was referred to the Planning Commission. As noted in that document, such a ban would be considered by the Board after receiving the Planning Commission's Recommendation.
4. Consideration of a prohibition on recreational marijuana land uses until the uses are allowed by Federal Law. This option was set forth in the "Principles for Recreational Marijuana Regulations" adopted by the Board before the matter was referred to the Planning Commission. As noted in that document, such a prohibition would be considered by the Board after receiving the Planning Commission's Recommendation.
5. Extension of the current Moratorium, which expires September 15, 2014, This may be necessary, if, as a result of discussion of the above options, additional staff work, analysis, environmental reviews or public hearings are deemed necessary.

**BE IT FURTHER RESOLVED** that the hearing on the above items shall be held on Tuesday, September 2, 2014, at the hour of 11:00 a.m., in the Commissioners' Chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington and the Clerk of the Board of County Commissioners shall proceed with advertising the hearing as prescribed.

*"Passed this **18th day of August, 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  
EXECUTING EMPLOYMENT  
AGREEMENT WITH THOMAS  
E. GLOVER

}

RESOLUTION NO.

**WHEREAS**, Walla Walla County offered an Employment Agreement to Thomas E. Glover relative to the position of Community Development Department Director, said position to be effective as of January 1, 2015, and he has executed same; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign said employment agreement between Walla Walla County and Thomas E. Glover.

*"Passed this **18th day of August, 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  
PROCLAIMING SEPTEMBER  
AS "CHILDHOOD CANCER  
AWARENESS MONTH"**

**RESOLUTION NO.**

**WHEREAS**, every September, Americans renews a commitment to curing childhood cancer and offer support to the brave young people who are fighting childhood cancer; and

**WHEREAS**, thousands are diagnosed with pediatric cancer each year, and it remains the leading cause of death by disease for American children under 15, and for those children and their families, and in memory of every young person lost to cancer, we unite behind improved treatment, advanced research, and brighter futures for young people everywhere; and

**WHEREAS**, all children deserve the chance to dream, discover, and realize their full potential, so this month we extend our support to young people fighting for that opportunity and recognize all who commit themselves to advancing the journey toward a cancer-free world; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they sign a proclamation declaring September as "Childhood Cancer Awareness Month".

*"Passed this **18th day of August, 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

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of Walla Walla County, Washington*

# PROCLAMATION

**WHEREAS**, cancer is the leading cause of death by disease among U.S. children between infancy and age 15, and this tragic disease is detected in more than 15,000 of our country's young people each and every year; and

**WHEREAS**, every September, Americans renew a commitment to curing childhood cancer and offer support to the brave young people who are fighting childhood cancer; and

**WHEREAS**, thousands are diagnosed with pediatric cancer each year, and it remains the leading cause of death by disease for American children under 15, and for those children and their families, and in memory of every young person lost to cancer, we unite behind improved treatment, advanced research, and brighter futures for young people everywhere; and

**WHEREAS**, one in five of our nation's children loses his or her battle with cancer, and many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

**WHEREAS**, all children deserve the chance to dream, discover, and realize their full potential, so this month we extend our support to young people fighting for that opportunity and recognize all who commit themselves to advancing the journey toward a cancer-free world; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they hereby proclaim September as

## **“Childhood Cancer Awareness Month”**

and remember the young lives taken too soon and affirm our admiration and support for the courageous youngsters and parents who struggle with this disease today, and recognize the dedication and hard work of all those scientists, health care professionals, and volunteers who are working to overcome childhood cancer and to assist its victims.

Dated this 18th day of August, 2014, at Walla Walla County, Washington.

**BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON**

\_\_\_\_\_  
James K. Johnson, Chairman

Attest:

\_\_\_\_\_  
Perry L. Dozier, Commissioner

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner

**Memorandum**

**To: Board of County Commissioners – Walla Walla County**  
**From: Steven R. Ruley, Manager – Public Safety Communications**  
**(WESCOM)**  
**Date: 8/14/2014**  
**Re: DECOMMISSIONED LIFELINE 100 9-1-1 TELEPHONE EQUIPMENT**

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Gentlemen:

Shortly after 5:00AM on July 31, 2014, a new, next generation 9-1-1 telephone system was made operational throughout Walla Walla County. This transition has made Walla Walla County technologically ready for full implementation of NG911 as soon as the State of Washington declares the rest of the State as “ready to go.” We are one of only a handful of counties in the state that have reached this transition point.

Since this implementation, I have received requests for assistance from two neighboring counties that remain on the old Lifeline 100 system, which is no longer supported by CenturyLink or Intrado. Both of these counties are experiencing failures of their 911 telephone system on a weekly (and sometimes daily) basis.

Specifically, on 8-8-2014, I received the following email from Lisa Caldwell, the Communications Director from Columbia County:

Steve,

It is possible we may need to purchase some of your LifeLine 100 equipment in the future. What I think we may need would be the following:  
Telebridge, Comm Cards, Phone/Headset Jacks. I can't think of anything else we might need right away.

Thanks in advance,

*Lisa Caldwell*  
*Director*  
*Columbia County Emergency Management*  
*Columbia County Public Safety Communications*  
*[lisa\\_caldwell@co.columbia.wa.us](mailto:lisa_caldwell@co.columbia.wa.us)*  
*Office: 509-382-3928*

Cell: 509-629-2987

Fax: 509-382-4724

Shortly after that, I also received a request from Barb Hart at Franklin County Dispatch, requesting the use of some of our used towers to get them through, as the CenturyLink technician had advised them that we just decommissioned some of the parts which they critically need.

We will have a complete inventory of the decommissioned equipment very soon. We are awaiting the CenturyLink technician to physically uninstall some of the equipment so that it is no longer attached to the WESCOM building. All of this equipment is 911 phone related, and is owned by Walla Walla County.

In any case, there are a number of options which could be exercised at the discretion of the Board of County Commissioners. These include the following:

1. Declare the equipment surplus and sell to this best and highest bidder.
2. Loan, or rent, the necessary equipment until such time as Columbia and Franklin Counties are able to acquire their own new phone system.
3. Transfer the equipment directly to the other government entities without a declaration of surplus.

Because there are numerous other counties still on the non-supported Lifeline 100 phone system, and they are all in a variety of disrepair and failure, our equipment actually does have some value for cannibalization to keep other systems operational. This has become very apparent as the state office has just recently indicated that funding for phone system replacements is falling short of what is actually needed to get all counties converted. Walla Walla County was very fortunate that we obtained our new system when we did.

I would appreciate some direction as to how you would prefer to proceed, but I do know from my conversations with both counties that they are experiencing some significant public safety issues in keeping their failing systems operational. Clearly, this could be an opportunity to receive some additional revenue to enhance our efforts in building an equipment replacement reserve; but this must be tempered by the obvious pressing public safety need of these other counties.

I am available to discuss this with you at any time if you need additional information.

Thank you for your time and attention on this matter.



**COUNTY COMMISSIONERS (continued)**

- h)** Miscellaneous business to come before the Board
- i)** Review reports and correspondence; hear committee and meeting reports
- j)** Review of constituent concerns/possible updates re: past concerns

9:45

DEPARTMENT OF COMMUNITY HEALTH

Harvey Crowder

a) Consent Agenda Items:

- 1) Resolution \_\_\_\_\_ - Appointing individuals to the Human Services Advisory Board

Page 11

b) Department update and miscellaneous

**BOARD OF COUNTY COMMISSIONERS**  
**WALLA WALLA COUNTY, WASHINGTON**

**IN THE MATTER OF APPOINTING  
INDIVIDUALS TO THE HUMAN  
SERVICES ADVISORY BOARD**

**RESOLUTION NO.**

**WHEREAS**, Walla Walla County currently receives state funds for Developmental Disabilities, Homeless Housing and Substance Abuse Services; and

**WHEREAS**, these funds are allocated, supervised and monitored by Walla Walla County through their designee, the Department of Community Health; and

**WHEREAS**, a Human Services Advisory Board (HSAB) has been established by the Walla Walla County Commissioners; and

**WHEREAS**, the advertisement for applicants to the HSAB was published on May 22, 2014; and

**WHEREAS**, the HSAB, Ad Hoc Membership Committee reviewed the application that was received and formally recommended the individual be appointed to the HSAB; and

**WHEREAS**, these recommendations were unanimously supported by the HSAB at their July 9, 2014 meeting; and

**WHEREAS**, Erica Allison was recommended as a new member to serve on the Human Services Advisory Board with said term of appointment of three (3) years;

**BE IT RESOLVED**, by this Board of Walla Walla County Commissioners, that the above named individual be appointed to the Human Services Advisory Board, with said term of appointment of three (3) years.

Passed this 18<sup>th</sup> day of August, 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

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of Walla Walla County, Washington*

**10:00**

**TECHNOLOGY SERVICES DEPARTMENT**

**Kevin Gutierrez**

**a) Department update and miscellaneous**

Page 13-14



**WALLA WALLA COUNTY**  
**Technology Services Department**

Kevin G. Gutierrez  
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

August 18, 2014

To: Walla Walla County Board of Commissioners

Re: Department Update

**Issues for the Board.**

None

**Components (Main infrastructure)**

**Hardware**

- 25PC's have arrived.
- We already have an image for these machines

**Software**

- No issues

**Security/Viruses**

- No issues

**Network**

- Remote Access Test –
  - Licensing for Community Health has been installed. Will begin testing
  - Will also add a few road deputies to the test to see how this works for them

**Other Projects**

- **Budget /Assets**
  - Budget has been published for departments etc.
  - Have not identified the tech refresh for next year year
  - Working on a plan to replace PC's and Laptops and some servers.
    - Have some updating in the inventory database do (End of Life)
    - Then will know what we will replace the remainder of this year and what to plan for next year.
- **Auditor Fiber Upgrade**
  - Working charter to identify route in to the server room and begin planning
- **Assessor/Treasurer software upgrade**
  - Vendor is working on some items that still need to be delivered
    - There are some key items they need to finish.
      - Treasurer piece is complete
      - Assessor advises that TA is working to resolve the final issues
- **Planning Department**
  - Have begun discussions with the Software Vendor to get a handle on licensing and specifications to host at the county.
  - Will be setting up a meeting with the City to go over details in the future.
  - Have a list of items to consider for the return of a planning department.

- **Walla Walla County Policy on Information Technology and Use of Resources**
  - I have an edited version to review
  - Now getting some new Criminal Justice Information System (CJIS) security information
- **Fairgrounds**
  - Have spent a lot of time working to make sure they are set for fair.
- **Superior Court 1-2 Updates**
  - Four Projects
    - (1) Audio/Dictation/Recording
      - a. I have the requirements
    - (2) Sound reinforcement
      - a. Met with EVCO to get Sound and Video wiring requirements
      - b. Waiting on a short conversation with Judge Lohrmann for video needs.
    - (3) Projection system – Met with WSP on possible Video Arraignment Solution
      - a. EVCO is to set up a local onsite visit to see some new projection technology
      - b. Still being installed at one of the High Schools
    - (4) Working with WS Penitentiary on remote video conferencing
      - a. Looking at a low cost solution
      - b. Visual recording –
  - First part of this project will stage the wiring for video feeds as well
- **Public Record Requests Last 2 Weeks**
  - 6 = Requests received
  - 5 = Went the departments
  - 3 = Completed
  - 6 = Total Open
  - 3 = Being handled by the PRO
  - Records Retention Training – being developed as time allows
    - Email scenarios are being developed
    - Have begun identifying PC's to repurpose for the training

I have been involved with a lot of public records issues lately

#### **Internet Connection**

- The new Clerks statewide system will require more bandwidth in the future
  - Kathy Martin is doing a pretty good job of keeping me informed and asking questions. Kudo's!

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#### **Definitions**

None

10:15

**COUNTY COMMISSIONERS**

- a) Discussion: Request for reactivation of a dispute resolution center, pursuant to RCW 7.75 (continued from July 14).  
Possible action to follow

10:30

**PUBLIC WORKS DEPARTMENT**

**Randy Glaeser**

**a) Consent Agenda items:**

- 1) Resolution \_\_\_\_\_ - Transferring Equipment Numbers 1240 and 1241 (light plants) from the Equipment Rental & Revolving Fund to the County fairgrounds
- 2) Execute Rural Arterial Program Final Prospectus grant funding worksheet for JB George Road
- 3) Execute Rural Arterial Program Final Prospectus grant funding worksheet for Mill Creek Road
- 4) Execute agreement with Apollo, Inc. for Pettybone Bridge project

Page 17

**b) Department update and miscellaneous**

Page 18



**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF  
TRANSFERRING EQUIPMENT  
NUMBERS 1240 & 1241 (LIGHT  
PLANTS) FROM THE EQUIPMENT  
RENTAL REVOLVING FUND  
(ER&R) TO THE WALLA WALLA  
COUNTY FAIRGROUNDS

RESOLUTION NO.

**WHEREAS**, Equipment Numbers 1240 & 1241, identified as light plants (mounted mobile light sources anchored to a chassis) have no beneficial use to Walla Walla County Public Works; and

**WHEREAS**, there is a need for these light plants for use on the Walla Walla County Fairgrounds, another county department; and

**WHEREAS**, pursuant to RCW 36.34.130, the Board of County Commissioners may dispose of county property to another governmental agency for such consideration as deemed by the board to be adequate; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that, as a result of the beneficial use and monetary savings to be gained by transferring same items to another county department, the Board has determined that no additional monetary consideration is necessary, and shall approve the transfer of equipment as outlined above.

Passed this 18<sup>th</sup> day of August, 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*

**Walla Walla County Public Works  
PO Box 813  
Walla Walla, WA 99362**

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To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 13 August 2014

Re: Director's Report for the Week of 11 August 2014

**Board Action: 18 August 2014**

**Resolutions:**

**In the Matter of Transferring Equipment Number 1240 & 1241 (Lights Plants) from the ER&R Fund to the Walla Walla County Fairgrounds**

**Miscellaneous:**

**Sign Pettybone Bridge Project Contract**

**Sign a Final Prospectus Funding Agreement Worksheet for the JB George Road Project**

**Sign a Final Prospectus Funding Agreement Worksheet for the Mill Creek Road Project**

**ENGINEERING:**

- Mill Creek Forest Highways Project: Waiting for wetlands mitigation report.
- Taumarson Road: Plans and specs 95% complete. Awaiting Railroad deed.
- Pettybone Bridge: Contractor's first working day is 19 August.
- Bussell Road: Finalizing right of way plans. Alignment and profile completed. Driveway design remains.
- Walter Bridge: Construction begins 18 August.

**MAINTENANCE:**

- Received Draft Mill Creek Levee Culvert and Casing inspection report and Floodwall Deficiency Technical Memorandum from Anderson Perry for review.
- Conducted Pre-Construction meeting for Walter Bridge with Engineering and North District crew.
- Conducted bi-monthly safety meeting.
- Coordinated annual fire extinguisher inspection by Oxarc.
- Crews conducting routine maintenance.

**ADMINISTRATION:**

- Conducted annual training with emphasis on a Respectful Workplace.

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Interagency Agreement between State of Washington Office of Civil Legal Aid and Walla Walla County
- d) 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))

Pages 20-29

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN  
INTERAGENCY AGREEMENT  
BETWEEN STATE OF  
WASHINGTON OFFICE OF CIVIL  
LEGAL AID AND WALLA WALLA  
COUNTY

RESOLUTION NO.

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

**WHEREAS**, pursuant to 2ESSB 6126 (Laws of 2014, Ch. 108), effective July 1, 2014 judicial officers presiding in juvenile court dependency proceedings are required to appoint an attorney to represent children in such proceedings cases six months following termination of all parental rights; and

**WHEREAS**, Interagency Agreement IAA15 between State of Washington Office of Civil Legal Aid (OCLA) and Walla Walla County, for the purpose of reimbursing County for allowable expenses associated with attorneys appointed to represent certain children in dependency proceedings pursuant to 2ESSB 6126 (Laws of 2014, Ch. 108), has been offered to the county; and

**WHEREAS**, the County Prosecuting Attorney and the County Risk Manager have reviewed the proposed agreement; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Interagency Agreement.

*"Passed this **18th day of August, 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*

# INTERAGENCY AGREEMENT IAA15

between  
**STATE OF WASHINGTON**  
**OFFICE OF CIVIL LEGAL AID**  
and  
**WALLA WALLA COUNTY**

THIS AGREEMENT is entered into by and between the Office of Civil Legal Aid (OCLA) and Walla Walla County ("County"), for the purpose of reimbursing County for allowable expenses associated with attorneys appointed to represent certain children in dependency proceedings pursuant to 2ESSB 6126 (Laws of 2014, Ch. 108).

## 1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. "Legislation" means the provisions of 2ESSB 6126 enacted as Chapter 108, Laws of Washington 2014 Regular Session.
- b. "Client" means a child qualified for representation by an attorney under the Legislation ;
- c. "Case" means a court proceeding in which a client is represented by an attorney and also means any substantially associated court or administrative proceeding in which the client is a party, including but not limited to guardianships, reinstatement proceedings, authorized family law proceedings, educational resource, enrollment, or truancy proceeding, or proceedings to secure services.
- d. "Children's Attorney" means an attorney, licensed to practice law in the state of Washington, who has been identified by OCLA as capable and willing to provide effective legal representation for children in dependency cases consistent with the standards referenced in section 2(6) of 2ESSB 6126.
- e. "Children's Representation Program Manager" means the employee assigned by OCLA to manage and oversee the program pursuant to which state funding is made available to reimburse County for legal representation that is conducted consistent with the practice, caseload and training standards referenced in section 2(6) of 2ESSB 6126.
- f. "County" means the entity and associated officials (elected or appointed), employees or contractors with responsibility to assign and pay for attorneys to represent children in dependency cases filed under chapter 13.34 RCW.
- g. "OCLA-Approved Agency" means an agency or law firm that OCLA deems to have established a sufficient system to train, supervise and support its attorneys to consistently provide effective legal representation for children in dependency cases consistent with the standards referenced in section 2(6) of 2ESSB 6126.

## 2. PURPOSE

The parties recognize that effective July 1, 2014, judicial officers presiding in juvenile court dependency proceedings are required to appoint an attorney to represent children in such proceedings cases six months following termination of all parental rights. The parties further recognize that, consistent with section 2(6)(c)(ii) of 2ESSB 6126, the judicial officer

may appoint a single attorney to represent members of a sibling group, unless it is determined that a conflict of interest exists or other reasons preclude common legal representation per the Rules of Professional Conduct.

The purpose of this Agreement is to implement the Legislation and to reimburse County for expenses associated with appointment of attorneys to represent children who remain legally free and subject to the jurisdiction of the juvenile court six months following termination of the legal rights of all parents. In order to be eligible for state reimbursement, such representation must comply with practice, caseload (as modified by section 2(6)(c)(ii)) and training standards developed by the Children's Representation Work Group established by chapter 5, section 180, Laws of 2010.

### **3. DESCRIPTION OF SERVICES TO BE PROVIDED BY COUNTY**

- a. By July 1, 2014, County, working with the Children's Representation Program Manager if needed by the County, will review all pending dependency cases and provide the Children's Representation Program Manager with an accurate number of cases for which attorneys will be required to be appointed pursuant to section 2(6) of 2ESSB 6126.
- b. The County will ensure that, where possible and consistent with the requirements of 2ESSB 6126, attorneys are appointed in qualifying cases from a list of Children's Attorneys identified and approved by OCLA or attorneys affiliated with OCLA-Approved Agencies. In the event the County is unable to appoint a Children's Attorney or an attorney affiliated with an OCLA-Approved Agency, the County may appoint another attorney, if the attorney:
  - i. Agrees in writing to provide legal representation consistent with the practice and training standards referenced in 2ESSB 6126;
  - ii. Has a total caseload (contract and private) that does not exceed the equivalent of than sixty (60) full time equivalent clients at any one time during the contract term, (including siblings as counted as provided under 2ESSB 6126), but including up to 80 cases for such clients;
  - iii. Agrees to participate in OCLA's case activity and outcome tracking requirements and use OCLA's Case Activity, Reporting and Oversight System (CAROS);
  - iv. Agrees to participate in an OCLA-sponsored webinar for children's attorneys which will be conducted by the Court Improvement Training Academy at the University of Washington School of Law prior to October 1, 2014;
  - v. Agrees to participate in a regional training for children's attorneys conducted by the Court Improvement Training Academy at the University Of Washington School Of Law in the spring of 2015 and further trainings as appropriate and consistent with applicable training standards.
  - vi. Maintains professional liability insurance with minimum coverage limits of not less than \$500,000 per claim and \$1,000,000 in aggregate liability.
- c. Within 30 days following the end of the quarter, County will submit a Quarterly Billing Form (QBF) to the Children's Representation Program Manager for reimbursement of actual costs associated with the representation of children by attorneys appointed

pursuant to section 2(6) of 2ESSB 6126. If County contracts with individual attorneys on a case-by-case basis, said bill will be in the form set forth in **Attachment A** (individual attorney cost-per-case basis). In the event that County retains private counsel on a percentage FTE basis to represent multiple children in multiple cases, said bill will be in the form set forth in **Attachment B** (percentage FTE/caseload basis). In the event that County assigns cases to an OCLA-Approved Agency, said bill will be in the form set forth in **Attachment C** (OCLA-Approved Agency basis).

- d. County shall provide sufficient backup information documenting payments made for attorney representation and the number of active cases maintained by each attorney or OCLA-Approved Agency during the preceding quarter.

#### **4. DESCRIPTION OF SERVICES TO BE PROVIDED BY OCLA**

- a. By July 1, 2014 and periodically thereafter, OCLA will provide County with a list of Children's Attorneys and OCLA-Approved Agencies certified as capable of providing effective, standards-based legal representation for children in dependency cases consistent with the requirements of 2ESSB 6126.
- b. By September 30, 2014, OCLA will provide County and attorneys representing children with access to a web-based Case Activity, Reporting and Oversight System (CAROS), use of which by attorneys representing children will be required in order for County to receive reimbursement for otherwise qualifying costs associated with appointment of children's attorneys under the Legislation.
- c. By September 30, 2014, OCLA will sponsor or otherwise make available a web-based training for all children's attorneys engaged by County and appointed to provide legal representation for children in dependency cases.

#### **5. PERIOD OF PERFORMANCE**

This Agreement shall be effective July 1, 2014 and run through June 30, 2015. The Agreement may be extended by written agreement of the parties.

#### **6. COMPENSATION**

Reimbursement Ceiling: OCLA shall reimburse for payments made by County for attorney representation of children in qualifying cases under 2ESSB 6126; *provided that*, the OCLA will not reimburse for costs of such representation that exceed the equivalent of \$1500/case/year. The parties further agree, however, that if the County retains or contracts with an attorney or OCLA approved agency on an FTE basis that the equivalent maximum compensation under this formula is \$120,000/year /full time attorney with a full caseload.

Compensation Floor (individual and retained attorneys): Recognizing the minimum level of time needed for an attorney to provide effective legal representation for each child as set forth in the practice, caseload and training standards referenced in 2ESSB 6126 and the need to avoid financial disincentives for attorneys to comply with such standards, OCLA will not reimburse County for payments to individual or retained attorneys that effectively compensate such attorneys at less than \$80,000 for a full-time caseload.

- a. If this Agreement is terminated, County shall only receive payment for costs incurred for attorney representation provided prior to the effective date of termination. Payment will only be provided if there are no disputes regarding said costs and the invoice process is used as described in Section 3.d. of this Agreement.

- b. Payment to the County for approved invoices will be made by warrant or account transfer by OCLA within 30 days of receipt of a properly-completed QBF.
- c. County shall maintain sufficient backup documentation of payments made to attorneys appointed to represent children and for which reimbursement is sought pursuant to this Agreement.
- d. OCLA will use best efforts to ensure that funding appropriated to implement 2ESSB 6126 is sufficient to fully reimburse County for expenses associated with the appointment of attorneys in qualifying cases. If state appropriated funding will not cover all qualifying cases for which attorney representation is required, OCLA reserves the right, in its sole discretion and upon 30 days' notice (Notice of Shortfall), to terminate this Agreement or propose alternative terms for modification of this Agreement

If a Notice of Shortfall is issued, OCLA will also notify appropriate legislative members and staff of the anticipated shortfall, OCLA's intent to take action to reduce or terminate payments and, if timely, submit a request for a supplemental appropriation in an amount sufficient to provide for full reimbursement of County.

- e. The parties expressly ratify and County may bill retroactively for payments associated with legal representation of children in qualifying cases provided between July 1, 2014 and the date of execution of this Contract.

#### **7. PROTECTION OF DATA**

Nothing in this agreement shall give OCLA any right, title, interest in or access to materials, documents or other data that is protected by the attorney-client privilege, the attorney work product, the Rules of Professional Conduct or the constitution or laws of the State of Washington or the United States.

#### **8. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **9. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **10. RECORDS, DOCUMENTS, AND REPORTS**

County shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by OCLA, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. County will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision. Nothing in this section shall give OCLA any right of access to books, records, documents or other materials that is protected by the attorney-client privilege, the attorney work product, the Rules of



Professional Conduct or the constitution or laws of the State of Washington or the United States.

**11. RIGHT OF INSPECTION**

County shall provide right of access to its facilities to OCLA, or any of its designated employees, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

**12. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OCLA, one representative from County, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

**13. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**14. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This Agreement; and
3. Any other provisions of the agreement, including materials incorporated by reference.

**15. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement 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 officers and its agents. No party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

**16. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**17. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**18. SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

**19. HEADINGS**

The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

## **AGREEMENT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<b>Children's Representation Program Manager:</b> Jill A. Malat PO Box 41183 Olympia, WA 98504-1183  (360) 972-5794 <a href="mailto:jill.malat@ocla.wa.gov">jill.malat@ocla.wa.gov</a>	<b>County Authorized Agent:</b>  Michael Bates PO Box 1754 Walla Walla, WA 99362  (509) 524-2810 <a href="mailto:mbates@co.walla-walla.wa.us">mbates@co.walla-walla.wa.us</a>
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**IN WITNESS WHEREOF, the parties have executed this Agreement:**

STATE OF WASHINGTON  
OFFICE OF CIVIL LEGAL AID

WALLA WALLA COUNTY, WASHINGTON

\_\_\_\_\_  
James A. Bamberger, Director (Date)

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners

Attest this \_\_\_\_\_ of \_\_\_\_\_, 2014

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

## **MODIFICATIONS TO ATTACHMENTS A, B, and C**

...

Note: OCLA will reimburse for actual costs of attorney representation up to a maximum equivalent of \$1500/case/year. OCLA will not reimburse for attorney representation if the prorated level of compensation assuming a full time caseload of children's cases falls below \$80,000/year.

**11:00**

**COUNTY COMMISSIONERS**

- a)** Miscellaneous or unfinished business  
to come before the Board

- a) Miscellaneous business for the Board
- b) Possible executive session re:  
litigation or pending or potential  
litigation (pursuant to RCW 42.30.110(i))

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.*