

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, JUNE 2, 2014

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)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)

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.

- f) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- g) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' sessions of May 19 and 20, 2014, special meeting of May 23, 2014, and cancelled sessions of May 27 and 28, 2014
 - 2) County warrants as follows:
4035949 through 4035970, totaling \$82,948.10 (payroll draws dated May 15, 2014); 4036095 through 4036165, totaling \$899,941.28 (May payroll); and 4152903 through 4152934, totaling \$945,944.35 (benefits and deductions)
 - 3) Payroll action and other forms requiring Board approval

COUNTY COMMISSIONERS (continued)

h) Action Agenda Items:

- 1) Proposal 2014 06-02 COMM Pages 3-8
Use of Courthouse lawn for
Walla Walla Sweet Onion Festival
- 2) Resolution _____ - Labor Pages 9-32
Agreement Between the Sheriff
and Board of County Commissioners,
Walla Walla County, WA and the
Commissioned Deputy's Association
of the Walla Walla County Sheriff's
Office, and a related Memorandum
of Agreement Re: Extension of Pilot-
Project for 12 hour Shifts and
Clarification of Accrual Rates
- 3) Resolution _____ - Additional Pages 33-40
Contract for Indigent Legal Services
2014

- 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



MEMO

Date: 5-29-14

Proposal ID. 2014 06-02 COMM

To: BOCC

From: Diane Harris

Intent – Decision Signature

Topic – Walla Walla Sweet Onion Festival use of Courthouse Lawn June 21 and 22, 2014

Summary

The Walla Walla Sweet Onion festival completed an application requesting use of the Courthouse lawn for their kids games on June 21 and 22, 2014 (copy attached). The application was received in this office on May 15, 2014 and was reviewed and approved by Risk Management and Facilities Maintenance.

Cost

N/A

Funding

N/A

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Recommend that BOCC grant authority for Walla Walla Sweet Onion Festival to use the Courthouse lawn on Saturday and Sunday, June 21 and 22, 2014.

Submitted By

Diane Harris, 5/29/14 Commissioners' Office

Disposition

☐ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

COPY

WALLA WALLA COUNTY
COUNTY COURTHOUSE LAWN OR FACILITY USE PERMIT APPLICATION

(rev 4-09)

****APPLICATION DEADLINE - ONE MONTH PRIOR TO EVENT****

Applicant/Event Holder Information

Please Print

Name:

SWEET ONION

Organization or Civic Group Name

Representative or
Contact Name:

Kathy Fry-Trommald

Email Address:

kathy@sweetonions.org

Person authorized to sign all documents,
if different from above Representative:

Email Address:

Address:

PO Box 644 W²

Daytime Phone:

509 525 1031

Fax:

509 522 2038

Event Information

Please Print

NOTE: Application due date: One month prior to event**

**Date(s) Requested

June 21 & 22

Open Time:

9 AM

Close Time

4 PM

(Include set-up and take down days)

Location of Event:

FRONT OF COURTHOUSE

Lawn AREA for KIDS Games

Detailed Description of Event:

Lawn games for kids.

Strictly supervised by adults.

The county generally CANNOT provide any items for use as part of the event (such as tables or chairs or a microphone, etc.) If the organization will be providing ANY items for use at the event, please list those, so the information can be passed on to the person coordinating for the county to expect.

Total Attendance (per day) including all participants, spectators, guests, exhibitors, performers, entertainers, volunteers and employees:

Day One

100

Day Two

100

Day Three

(please complete next page)

RECEIVED

MAY 15 2014

WALLA WALLA COUNTY
COMMISSIONERS

COPY

Additional Event Exposures:

	Yes	No	How Many? _____
Vendors/Exhibitors/Concessionaires?	_____	<input checked="" type="checkbox"/>	
Caterer?	_____	<input checked="" type="checkbox"/>	
Liquor Served?	_____	<input checked="" type="checkbox"/>	
Liquor Sold?	_____	<input checked="" type="checkbox"/>	
Food/Non-Alcoholic Beverages Served?	_____	<input checked="" type="checkbox"/>	
Food/Non-Alcoholic Beverages Sold?	_____	<input checked="" type="checkbox"/>	
Entertainment Activities? (Provide a List)	Games	_____	

Have you held this event or a similar event in the past? ☒ Yes ☐ No
 If yes, have accidents, incidents, claims or loss arisen from such event? ☐ Yes ☒ No

Sketch Room/Area Set-up Desired if applicable:

To the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Walla Walla County, its elected and appointed officials, employees, and volunteers and others working on behalf of Walla Walla County, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Walla Walla County, its elected and appointed officials, employees, and volunteers and others working on behalf of Walla Walla County, by reason of personal injury, including bodily injury or death and/or property damage, including loss thereof, which arises out of or is in any way connected or associated with this application.

The Applicant understands that they will be held responsible for payment of the cost for repair of any damage to the facility, or for any extraordinary janitorial services required because of their use of the facility.

At least 21 days prior to the event, Applicant shall provide proof of general liability insurance with coverage of not less than \$1,000,000 associated to the use of County facilities, unless this requirement is waived by County. (County must approve, in writing, applicant's written request for such waiver.) (Please attach description of coverage and proof that insurance is current.)

Applicant Representative Signature: Kathy Trommald 5/14/14
 Name Date

PLEASE NOTE: If required by the County, applicant agrees to pay for building security services as provided by the County at the rate of \$40 per hour; the applicant agrees to pay the estimated building security services fee at the time the application is submitted.

For County Use Only

Date application received:			To Facilities Manager	
Proof of insurance received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	WAIVED <input type="checkbox"/>
Security fee received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
Request is:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>		
Approved by:	Board of County Commissioners			
	Signature of Chairman/quorum of Board			Date

COPY

COUNTY PROPERTY USE PERMIT #

(3-09)

1. Walla Walla County (County) grants Sweet Onion Festival (Permitee) a permit to use the following County property: Courthouse Lawn (Premises).

3. This Permit is in effect on June 21 & 22, 2014 (Event Date(s)). This Permit terminates immediately upon noncompliance with any Permit provision. The parties agree that this Permit may be terminated upon the giving of 72 hours notice in writing of intention to terminate to the other by Certified Mail.

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action shall be initiated in the State of Washington, situated in Walla Walla County. The Parties hereto agree that all questions shall be resolved by application of Washington law.

4. Permitee will pay \$25.00/day for the use of County property. Permitee will pay its own clean-up costs.
5. Permitee is using County property solely for Kids Games. The terms of this Permit extends to Permitee's invitees, guests, employees and agents.
6. Permitee will not permit any illegal or unsafe activities on the property during the permit term. Permitee will return the property to the County in as good condition as it was received and remove all garbage and debris from County property, including County parking lots.
7. Permitee may not assign this Permit without the County's written permission.
8. County will not be liable to Permitee for any loss or damage caused by fire, theft, water damage, or illegal acts.
9. Permitee will hold harmless Walla Walla County and its officials, employees, volunteers and agents, jointly, severally, individually and privately, from all liability arising from Permitee's use of the property; including the cost of defending all claims or demands of any kind resulting from such use.

Permitee agrees to provide the County with evidence of insurance or security sufficient, to insure its operations and the event with a broad-form liability policy in the amount of \$1,000,000 per occurrence and aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy shall name Walla Walla County as Additional Insured with respect to this agreement. Permitee shall provide County evidence of insurance at least 21 days prior to the opening of the event.

10. All terms of the Walla Walla County Courthouse or Facility Use Application form, and Walla Walla County Courthouse Lawn Rules for Usage form, are incorporated herein.
11. Permitee shall inspect the Premises the day before the Event Date(s) to ensure that the premises are safe for the intended use of the Premises. Permitee shall notify County facilities director that such inspection has occurred. If any unsafe condition is noted, the County may terminate this permit.
12. Additional terms:

For County (by Board of County Commissioners)

Date

Kathy Fay Thomas
For Permitee

5/14/14
Date

**WALLA WALLA COUNTY COURTHOUSE LAWN
RULES FOR USAGE**

1. Nothing is to be placed on the lawn (toilets, stages, stakes, rods, tarps, plastic, etc.) without the express written approval of County. If any such items are desired as part of an event, they are only allowed with placement supervised and approved by the Walla Walla County Facilities Manager/staff.
2. Do not block or barricade the public parking areas during normal courthouse hours. (8:00 AM until 5:00 PM, Monday-Friday)
3. Sidewalks and streets must remain unblocked and open to the public at all times.
4. Courthouse lawn, sidewalks, and parking lots must be cleaned of all trash by the next regular workday.
5. Arrangements must be made in advance for water and/or electrical power supplies, etc. There may be a charge for these amenities.
6. Restroom facilities are not provided by County. If Applicant wishes to provide such temporary facilities, this request must be approved by County, and restroom units and siting must be approved by County Facilities Manager.
7. Applicant will provide trash cans and dumpsters for garbage, AND recycling bins for recyclable materials.
8. Do not drive motor vehicles on the lawn.
9. Do not dump grease or hot water on to lawn area.
10. Do not spray paint or mark the grass with a non-biodegradable substance.
11. Applicant must also apply to the City of Walla Walla Parks and Recreation Department for event approval, as the courthouse is located within the City of Walla Walla, and that entity's requirements may/can also apply to events held at the County Courthouse.

I have read and understand these rules for the Sweet Onion Festival
event to be held June 21 & 22, 2014, and agree to comply with all.

Kathy Fry Hornum
(signature)

5/14/14
(date)



Policy Number: 02BP5860188

Date Entered: 05/06/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Paul Richardson Agency, Inc. 2 W. Main PO Box 758 Walla Walla, WA 99362	CONTACT NAME: PHONE (A/C No. Ext): (509) 529-0935 FAX (A/C No.): (509) 529-2838 E-MAIL: info@paulrichardsonagency.com ADDRESS:
INSURED	Walla Walla Sweet Onion Mktg Committee Mrs. Kathy Trommald P.O. Box 644 29 E. Sumach Walla Walla, WA 99362	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	02BP5860188	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WALLA WALLA COUNTY IS NAMED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

Walla Walla County
Risk Management
P.O. Box 1506
Walla Walla, WA 99362

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A LABOR
AGREEMENT BETWEEN THE SHERIFF
AND BOARD OF COUNTY
COMMISSIONERS, WALLA WALLA
COUNTY, WASHINGTON AND THE
COMMISSIONED DEPUTY'S
ASSOCIATION OF THE WALLA WALLA
COUNTY SHERIFF'S OFFICE, AND A
RELATED MEMORANDUM OF
AGREEMENT RE: EXTENSION OF
PILOT-PROJECT FOR 12 HOUR
SHIFTS AND CLARIFICATION OF
ACCRUAL RATES

RESOLUTION NO.

WHEREAS, the above captioned principals entered into labor negotiations for the calendar years 2013, 2014, and 2015; and

WHEREAS, an agreement has been reached between the parties, and it appears that it is in the best interest of Walla Walla County to accept the latest agreement as negotiated; and

WHEREAS, as part of the labor agreement, a separate Memorandum of Agreement By and Between the Sheriff and the Board of Commissioners of Walla Walla County, Washington and the Walla Walla Commissioned Deputy Sheriffs' Association Re: Extension of Pilot-Project for 12 Hour Shifts and Clarification of Accrual Rates has been prepared as part of the same negotiations; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign an Agreement Between the Sheriff and the Board of County Commissioners, Walla Walla County, Washington and the Commissioned Deputy's Association of the Walla Walla County Sheriff's Office 2013-2015.

BE IT FURTHER RESOLVED that the Board does approve and shall sign said Memorandum of Agreement By and Between the Sheriff and the Board of Commissioners of Walla Walla County, Washington and the Walla Walla Commissioned Deputy Sheriffs' Association Re: Extension of Pilot-Project for 12 Hour Shifts and Clarification of Accrual Rates.

"Passed this 23rd day of May, 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

AGREEMENT BETWEEN
THE SHERIFF AND THE BOARD OF COUNTY COMMISSIONERS
WALLA WALLA, WASHINGTON
And
THE COMMISSIONED DEPUTY'S ASSOCIATION
OF THE WALLA WALLA COUNTY SHERIFF'S OFFICE
2013-2015

TABLE OF CONTENTS

	Page
INTRODUCTION	1
PURPOSE AND INTENT	1
ARTICLE I RECOGNITION	1
ARTICLE II MANAGEMENT RIGHTS	2
ARTICLE III NO STRIKE - NO LOCKOUT	3
ARTICLE IV NON-DISCRIMINATION	3
ARTICLE V WORK SCHEDULE	3
ARTICLE VI VACATIONS	4
ARTICLE VII HOLIDAYS	5
ARTICLE VIII SICK LEAVE	6
ARTICLE IX BEREAVEMENT LEAVE	7
ARTICLE X NOTICE OF TERMINATION	7
ARTICLE XI MATERNITY LEAVE & FAMILY LEAVE	8
ARTICLE XII SABBATICAL LEAVE	10
ARTICLE XIII HEALTH AND WELFARE - DENTAL - INSURANCE	11
ARTICLE XIV WAGES AND CLASSIFICATION	11
ARTICLE XV DISCIPLINE AND DISCHARGE	12
ARTICLE XVI GRIEVANCE PROCEDURE	12
ARTICLE XVII CHECK OFF OF DUES	13
ARTICLE XVIII NON-REDUCTION IN BENEFITS	13
ARTICLE XIX SPECIAL DUTY COMPENSATION	13
ARTICLE XX GENERAL PROVISIONS	13-14
ARTICLE XXI USE OF RESERVE OFFICERS	15
ARTICLE XXII INTEGRATION CLAUSE	15
ARTICLE XXIII SAVINGS CLAUSE	16
ARTICLE XXIV INVESTIGATION PROCEDURES	16
ARTICLE XXV TERMINATION	17
APPENDIX A SALARY SCHEDULE	18

INTRODUCTION

THIS AGREEMENT, made and entered into by and between the Walla Walla County Sheriff/Board of County Commissioners, hereinafter referred to as the "County" or "Employer," and the Commissioned Deputy Sheriffs of Walla Walla County, hereinafter referred to as the "Association."

PURPOSE AND INTENT

The general purpose of this agreement is to set forth the terms and conditions of employment for employees covered by this agreement and provide for a system to promote orderly labor relations for the mutual interest of the County, the employees and the Association. The parties recognize that the interest of the community and the job security of the employees depend upon the County's success in providing a proper service to this community.

To these ends the County and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels among all employees.

ARTICLE I RECOGNITION

1.1 The County recognizes the Association as the bargaining agent for all full-time commissioned deputies of the Walla Walla County Sheriff's office with the exception of the Sheriff and those employees appointed by the Sheriff in accordance with the provisions of RCW 41.14, for the purposes of collective bargaining with respect to wages, hour and other conditions of employment.

1.2 This labor agreement shall not apply in any manner to seasonal or temporary employees.

1.3 Probationary employees are entitled to only that job protection as provided for by the Sheriff's Office civil service statute contained in RCW 41.14.130. State statute preempts any conflict with this contract as it relates to probationary employees. Probationary employees are considered regular full-time employees for the purposes of wages, benefits and other terms or conditions of employment contained herein.

1.4 It shall be a condition of employment that all employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Association.

1.5 The employer shall discharge any employee as to whom the Association, through its authorized representative, delivers to the Employer written notice that such employee is not in good standing in conformity with this Article. Upon receipt of a notice requesting termination, the Employer shall immediately notify such employee that if s/he has not complied with the Association membership requirements of this Agreement within fifteen (15) days, his/her employment shall be terminated. The Association agrees to withdraw any letter of termination if

the employee, in respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified heretofore.

Pursuant to state law, the foregoing provisions of this Article shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee associations. However, every such employee shall pay an amount of money equivalent to regular Association dues and initiation fees to a charity or charitable organization of the employee's choice. The employee shall furnish written proof that such payment has been made.

1.6 Any current or newly hired employee who would otherwise be required to become a dues and fees paying member of the Association by the terms of this Agreement, may, notwithstanding the provisions of sub-paragraphs 1.4 and 1.5 herein, agree to pay the Association as a condition of employment, a monthly service fee in the amount of monthly dues to the Association. This service fee shall be segregated by the Association and used on a pro rata basis solely to defray the cost for its services in negotiating and administering this Agreement.

1.7 The Association agrees to defend and hold the Employer harmless from all claims of any nature, whether civil or administrative related to the Employers actions in terminating any employee pursuant to the operation of this Section and the notice and request of the Association to terminate for failure to pay the required dues or fees.

ARTICLE II MANAGEMENT RIGHTS

Except as specifically changed or modified by any provision of this agreement, the County will continue to have, whether exercised or not, all the rights, powers, and authority heretofore existing, including, but not limited to the following:

1. Determine the standard of service to be offered by the Sheriff's Office.
2. Determine the standard of selection for employment.
3. Direct its employees.
4. Take disciplinary action for just cause.
5. Relieve its employees from duty for legitimate reasons
6. Issue regulations and rules.
7. Determine the methods, means, and personnel by which the County's operations are to be conducted.
8. Maintain the efficiency of operation.
9. Determine the content of the job classification.
10. Fulfill all its legal responsibilities consistent with the rules and regulations of Civil Service.

ARTICLE III NO STRIKE - NO LOCKOUT

The Association agrees that it will not call or support any strike, work stoppage, work slowdown, sympathy strike, or any other action against the County that would impede the proper functioning of the County government at any time for the duration of this agreement. The County agrees that there shall be no Lockout by the County of any part of the County's operation.

ARTICLE IV NON-DISCRIMINATION

The provision of this agreement shall be applied to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political preference, Association membership, or mental and physical handicap except for bona fide occupational qualifications.

ARTICLE V WORK SCHEDULE

5.1 Hours of Work and Overtime. The regular work week shall be five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days. All hours worked by an employee in excess of eight (8) hours on a five-eights schedule or ten (10) hours on a four-tens schedule, or forty (40) hours in a work week will be paid at the rate of one-and-one-half (1-1/2) times the regular hourly rate except as set forth elsewhere in this agreement. A workday shall be defined as a twenty-four (24) hour period commencing with the start of any employee's regular shift. All overtime hours must be approved by the employee's immediate supervisor prior to payment.

5.2 Call In Pay

5.2.1 An employee called into work before the start of the normally scheduled shift shall be guaranteed one hour overtime. Any period in excess of one hour prior to the start of the employee's regular shift that an employee is called into work shall be paid at the overtime rate.

EXAMPLE: Employee's regularly scheduled shift begins at 8:00 AM, employee called in at 6:30 a.m. Employee would be paid one hour at the overtime rate for the period 6:30—7:30 and one-half hour at the overtime rate for the period 7:30-8:00. If the employee would have been called in at 7:30, the employee would be entitled to one hour at the overtime rate for the period 7:30- 8:00 AM.

5.2.2 When the employee is called back to duty after the completion of the regularly scheduled shift after having been released from duty for that day, the employee shall be paid a minimum of three (3) hours at the overtime rate of pay. The employee shall be required to perform only those duties which required him/her to be called in. The employee shall not be required to perform "make-work" in order to fill the three hour period.

EXAMPLE: Employee's normal shift ends at 4:00 PM. The employee is released from duty and is called back to duty at 6:00 PM and works to 7:00 PM. The employee is entitled to three hours at the overtime rate. If this employee worked until 8:00 PM, s/he would be entitled to three hours of overtime pay.

An employee whose normal shift ends at 4:00 p.m. who is directed to work until 5:00 p.m. would not be entitled to the call back pay but to overtime as set forth in this contract.

5.2.2.1: Patrol Sergeants: In the event a Patrol Sergeant is contacted by subordinate or dispatch outside their normally schedule patrol shift, the employee shall be compensated at time and one half (1 ½) for one hour of overtime limited to a total of one hour of overtime pay in a 24 hour period and five hours in a given month. These contacts refer to the occasional contact by dispatch or work of a Patrol Sergeant to make an executive decision or comment on a matter. This article does not preclude a normal "call-in", as described above for when an officer is required to return to work.

5.3 Compensatory Time. Employees may elect to accrue compensatory leave in lieu of overtime pay. Compensatory time shall be earned at the rate of one and one-half (1-1/2) times the hours worked. Compensatory time may be accumulated up to sixty (60) hours. Any compensatory time that the employee earns in excess of (60) hours shall be paid to the employee at the rate of one and one-half hours overtime pay. Scheduling of compensatory time shall be by mutual agreement of the Employer and the employee.

5.4 Court Time. Any employee who is required to appear and/or testify in court outside of the regular duty hours shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) the regular rate of pay while in or awaiting court.

5.5 Training Time. Any employee who is required to attend job training during off-duty hours whether in the County or outside of the County will be given compensatory time on a one and one-half hour basis.

5.6 No Duplication of Overtime Pay Involving Same Hours. Nothing contained in this agreement shall be interpreted as allowing duplication or a pyramiding of holiday, Sunday, daily, or weekly overtime payments involving the same hours worked.

ARTICLE VI VACATIONS

6.1 Vacation. All employees shall be entitled to vacation leave, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>DAY PER YEAR</u>	<u>MAXIMUM ACCRUAL</u>
1	11	16
2	12	18
3	13	19
4	14	21
5 and over	15	30 (240 hours)

6.2 Vacation Times. Employees shall be permitted to choose either a split or entire vacation except that an employee must use ten (10) days of vacation per year. Whenever possible, employees shall have the right to determine vacation time but in any case, the vacation time shall be selected on the basis of seniority. Squad assignment will be posted by November 1st. Selection of vacation time shall be done by January 31st of each year. If employees do not sign up for vacation

by January 31st, then the vacation scheduling shall be done on a first-come first-serve basis without regard to seniority. The Employer shall respond to the employee's request for vacation in a reasonable manner. The supervisor shall attempt to respond within seven working days of the date of submission. The parties recognize that the availability of vacation is related to the requestor's position and duties.

The Sheriff shall have the right to alter vacation time in the event of an emergency, or of an administrative problem. In the event of termination of an employee for any reason, or the death of an employee, all accumulated vacation time shall be paid to either the employee, or the heirs of said employee, whichever the case may be. No more than one (1) patrol employee per shift may be on vacation at the same time except when approved by the Sheriff or his/her designee.

ARTICLE VII HOLIDAYS

Employees shall receive one (1) regular day's pay for each of the following holidays on which they perform no work:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
One Floating Holiday	

(a) The floating Holiday shall be added to the employee's sabbatical leave (instead of vacation leave) on January 1st of each year, or for employees who start work after January 1st, but before June 1st, then it will be added after the first month of employment. (Unused sabbatical leave cannot be carried over from year to year.)

(b) In the event that an employee performs work on one of the above named legal holidays, they shall receive two and one-half (2-1/2) times their regular rate of pay for all hours worked on such holiday. Any employee who is on an approved vacation when a holiday occurs will receive a day's pay for that holiday, and will not have their vacation accrual charged for that day. At the request of the employee, s/he may elect to take compensatory time on an hour for hour basis in lieu of the holiday pay.

(c) Holidays shall be observed on the actual day on which the holiday occurs without regard to the policies related to Friday/Monday holidays when the holiday occurs on a weekend.

ARTICLE VIII SICK LEAVE

8.1 Sick Leave. Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence due to illness or injury. Its use is restricted to health related absences. In accordance with the cooperative spirit of the Agreement, the Association and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave.

8.2 Employees shall accrue sick leave at the rate of one (1) day each month worked, to be used in the event of illness.

8.3 Accrued vacation leave may be used in lieu of sick leave when the accrued sick leave of an employee is not enough to provide leave with pay during an illness; sick leave shall not be taken as vacation time.

8.4 Illness of Member of Immediate Household. Sick leave may be used in the event of illness to a member of the employee's immediate household. For the purposes of this section, a member of the immediate household includes all persons who make the employee's home their established, permanent residence.

8.5 Doctor's Verification of Illness. A doctor's certificate of illness shall, at the Employer's timely request, be submitted by the employee for an absence of three days or more, or whenever abuse of sick leave is reasonably suspected.

8.6 Sick Leave Payment. Employees or their designated beneficiary shall receive a monetary payment of accumulated sick leave based on 960 hours of maximum accumulation or any portion thereof at the rate of 25% of the accumulated leave up to a maximum of 240 hours if either one of the following listed factors are met:

- 1) Retirement under State regulations and twenty (20) years of service with Walla Walla County, or
- 2) The employee has fifteen (15) years of service with Walla Walla County and the employee incurs death, regardless of being on duty or not.

**ARTICLE IX
BEREAVEMENT LEAVE**

Upon written request, an employee shall be allowed bereavement leave of up to three (3) days per year, to be paid at their regular rate. Additional bereavement leave may be granted on a leave without pay basis upon written request. This leave will be paid by the County in the event of the death of a spouse child, adopted child, parent, grandparent, sister, brother, father-in-law, mother-in-law, or any person who makes the employee's home their established, permanent residence.

**ARTICLE X
NOTICE OF TERMINATION**

10.1 All employees shall give two (2) weeks notice of their intention to terminate employment. In the event that the said employee does not comply with the two (2) week written notice, they thereby forfeit their right to all accrued benefits as provided for in this agreement.

10.2 Employees who are involuntarily terminated shall be entitled to accrued benefits as provided for in this agreement.

ARTICLE XI MATERNITY LEAVE & FAMILY LEAVE

11.1 Maternity Leave. Female employees will be granted maternity leave after submitting to her department head a letter from her physician, stating the date that she cannot work without impairing her health.

Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth.

Employees on maternity leave may use their accrued comp time, sick leave and/or vacation. Maternity leave shall not constitute a break in service but seniority shall not accrue for noncompensable time.

When the employee is able to return to work, which in no event shall exceed six (6) months from the date of birth or complications, they shall return to the classification held prior to commencement of leave.

11.2 Family Leave

(a) An employee is eligible for Federal Family and Medical Leave if the employee has worked for the County at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours and not less than twenty (20) hours per week in the twelve (12) month period before the FMLA is to begin.

(b) Allowable reasons for FMLA are: birth and care of the employee's newborn child; placement of a child under eighteen (18) years of age with the employee for adoption or foster care; to care for the employee's spouse, child or parent with a serious health condition; when the employee's own serious health condition prevents him from performing the employee's job.

(c) A serious health condition is defined as: any physical or mental condition that involves any period of incapacity or treatment connected with: a) in-patient care in a hospital, hospice, or residential medical care facility; b) incapacity for more than three (3) calendar days that involves continuing treatment by a health care provider; c) continuing treatment by health care provider for a long term incurable condition which if not treated, would likely result in a period of incapacity for more than three (3) days or; d) continuing treatment by a health care provider for prenatal care.

(d) Employees may take up to twelve (12) work weeks of unpaid FMLA leave in a calendar year. Any employee requesting FMLA leave must exhaust available vacation, sabbatical, personal holiday leaves (and sick leave if the reason for the request is personal illness) which will count toward the 12 weeks of FMLA leave provided. An employee's FMLA leave entitlement will run concurrent with the Family Leave entitlement under State law. If an employee and employee's spouse both work for the County, they are entitled to a combined total of twelve (12) work weeks of FMLA leave for the birth or placement of a child or to care for a parent or a child with a serious health condition.

(e) Employees who request FMLA leave because of their own serious health condition or the serious health condition of their spouse, parent, or child must furnish a certification from a health care provider that the serious health condition exists. Medical Certification Forms will be provided by the Employer. The certification must be returned as soon as possible after the County requests certification. The County may request up to two additional medical opinions by other health care providers.

(f) Employees are entitled to intermittent or reduced schedule leave for their own serious health condition or the serious health condition of their child, spouse or parent if a health care provider certifies that the intermittent or reduced schedule is medically necessary. The County may temporarily transfer an employee on intermittent or reduced schedule leave to another job without reducing pay or benefits.

(g) The County will continue to pay its share of the health insurance premiums for the duration of the FMLA leave if the employee is enrolled in the County's plan immediately prior to the FMLA leave. If applicable the employee will be required to pay the employee's share of the premium.

(h) Employees on vacation or sick leave during FMLA leave will continue to accrue vacation sick leave and holidays if they occur during the leave and they will continue to accrue seniority. If the leave is unpaid, the employee will not accrue vacation, sick leave or holidays that occur during the leave, nor will they accrue seniority.

(i) FMLA leave must not be abused. An employee is not allowed to become self employed or to accept other employment while on leave. Abuse of FMLA leave may be cause for discipline up to and including discharge.

(j) Employees returning from leave shall be reinstated to their former or substantially equivalent positions, with equal pay, benefit and working conditions as may be required by the Family Medical Leave Act.

(k) An employee's entitlement to FMLA leave for birth or placement of child expires twelve (12) months after the birth or placement. Any such FMLA leave must be concluded within this one (1) year period.

(l) The provisions of this Article shall be construed consistent with the express language of the Family Medical Leave Act. Nothing herein shall preclude the employer from exercising any and all rights and enforcing any and all conditions now contained in the Act or which may subsequently be contained in any modified versions of the Family Medical Leave Act. Calculation of the 12 week period for FMLA purposes shall be done on a calendar year basis.

ARTICLE XII
SABBATICAL LEAVE

It is understood by both parties to this agreement that the nature of the duties required of the employees to perform their work in the Sheriff's Office promotes unusual occupational stress. In order to alleviate this situation, a sabbatical leave shall be granted to the employees. Such leave shall be in addition to the vacation as outlined in Article VI in regard to scheduling and accumulation.

Employees shall be entitled to sabbatical leave, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Days per Year</u>
1	3
2	3
3	4
4	4
5 and over	5

ARTICLE XIII
HEALTH AND WELFARE - DENTAL - INSURANCE

13.1 Group Insurance. The County shall continue to provide the present health insurance plans or equivalent group insurance plans for all employees. The County shall pay 100% of the premium for employee coverage and 50% of the premium for dependent coverage. Employees shall pay 50% of the premium for their dependent coverage. Nothing in this section is intended to change the insurance program existing on the effective date of this agreement.

The County may explore alternative medical insurance coverage options that would benefit the County and its employees, said options to be comparable to coverage levels existing on the effective date of this agreement. Should such options become viable, the parties agree to reopen the insurance Article 13.1 only, to consider those potential changes in benefits or plans.

13.2 Dental Plan. In addition to Health and Welfare coverage mentioned in Section 13.1, the County shall provide and pay the premium for full family dental.

13.3 Life Insurance. The County agrees to maintain a \$24,000.00 life insurance policy.

ARTICLE XIV
WAGES AND CLASSIFICATION

14.1 Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix "A".

Effective January 1, 2013, the 2012 wage schedule shall be increased by 2.25%.

Effective January 1, 2014, the 2013 wage schedule shall be increased by 2.25%. Effective January 1, 2015, the 2014 wage schedule shall be increased by 2.25%.

14.2 The attached Wage Schedule, incorporating the above referenced modifications, shall be considered a part of this agreement. If a new position is established, the Employer may designate a job classification and pay rate for the position after notice to the Association.

ARTICLE XV DISCIPLINE AND DISCHARGE

Employees being disciplined for reasons other than gross insubordination, dishonesty, illegal possession and/or use of drugs, insobriety, or conduct which amounts to just cause for termination, shall first be warned by the Employer that failure to correct their work, conduct or other objectionable activity will lead to termination. If such warning is given to the employee, a written documentation of such interview shall be made and retained in the employee's personnel file by the Employer. Information in the employee's personnel file will be made available to an authorized Association representative with the permission of the employee. After one year, the warning documentation will be removed from the employee's personnel file. Employees may only be disciplined for just cause.

ARTICLE XVI GRIEVANCE PROCEDURE

16.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement.

Step 1: Within ten (10) working days from its occurrence, or the date on which the employee first should have reasonably become aware of it, the aggrieved employee shall discuss the complaint with the immediate supervisor, with the Association representative if the employee desires. It shall be discussed and if settled, no further action shall be taken. Any settlement must be with the concurrence of the Sheriff.

Step 2: If not resolved on an informal discussion basis, the grievance shall be submitted to the Sheriff, in writing and signed by the aggrieved employee, within ten (10) working days of the informal discussion. The Sheriff shall investigate the grievance and provide a written answer within ten (10) working days of the date of submission. Grievance must be presented, as outlined above, within the said periods of time; otherwise the Association, the Employer and the employee agree that the grievance is forever waived.

Step 3: If the grievance is not resolved at Step 2 of this procedure, the grievance may be submitted to grievance-mediation to the Public Employment Relations Commission. The Mediator shall meet with the two parties in an attempt to formally mediate or conciliate any submitted grievance. Any agreement resolving the matter shall be reduced to a written memorandum signed by all parties.

Step 4: If the grievance is not resolved at Step 3, the Association may within fifteen (15) working days, submit the grievance to binding arbitration. The Association shall notify the County of its decision to arbitrate the grievance in writing and shall request a list of nine (9) arbitrators from the Public Employment Relations Commission. The parties shall select an arbitrator by alternative striking with the order of striking determined by lot. The arbitrator shall set a date for hearing the grievance and shall render a written decision within thirty days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties, and the parties shall split the arbitrator's fee and costs fifty-fifty.

**ARTICLE XVII
CHECK OFF OF DUES**

17.1 The employees shall have the freedom of option to have Association dues deducted by the County Auditor from their payroll provided each employee desiring said deduction shall sign the necessary authorization cards required by the County Auditor (format to be agreed to by both parties).

17.2 No deductions shall be made for those personnel who either fail to sign said cards as required or who choose not to do so.

17.3 All deductions made shall be forwarded to the office on a monthly basis.

17.4 Association officers may investigate and adjust grievances during working hours without loss of pay so long as such activity does not interfere with office operations.

17.5 Two Association officers may attend negotiations without loss of pay if negotiations occur during their normal working hours. Negotiations include both actual and reasonable preparation time.

17.6 The County will not incur overtime liability as the result of Sections 17.4 and 17.5.

**ARTICLE XVIII
NON-REDUCTION IN BENEFITS**

No benefits shall be lowered or reduced during the term of this agreement except those which are specifically set forth herein without prior written notice to the Association and an opportunity to negotiate.

**ARTICLE XIX
SPECIAL DUTY COMPENSATION**

Any employee who is assigned to a job title in a higher classification shall be paid at the range of the higher classification than their own step.

**ARTICLE XX
GENERAL PROVISIONS**

20.1 Equipment. The County shall continue to furnish such equipment as it has currently furnished in the past, and whenever possible, furnish additional equipment that will promote the safety and welfare of the Department members and will aid in the efficient performance of their duties.

20.2 Clothing Allowance. The Sheriff's Office shall provide all uniform clothing which employees are required to wear, excluding footwear. The Sheriff's Office shall pay those employees assigned to plain-clothes duty \$200.00 per year for clothing costs. Each employee required to wear a uniform shall receive a cleaning allowance of \$12.00 a month.

20.3 Personal Property. The County will repair or replace clothing, eye glasses, and personal property not to exceed actual cash value of such property that is damaged or destroyed in

the line of duty. Nothing in this section is meant for the County to repair or replace damaged or destroyed property if the payment can be secured by court.

20.4 Shift Staffing. The County and the Association agree that shift staffing levels shall be at a minimum, three full time deputy sheriff uniformed personnel per dayshift and three per night shift. Except as otherwise provide herein, nothing in this contract shall limit the County's right to determine staffing levels.

20.5 Education and Training. The Employer shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses shall be approved by the Sheriff or his designee. Once the Sheriff (or his designee) approves the request for training, or order an employee into training, the Employer agrees to compensate the employee for all travel expenditures (e.g., meals, lodging, and registration) following County policies.

20.6 Education Incentive Program Employees completing the following higher education levels from accredited institutions in degree programs shall receive additional compensation as follows:

AA/AS or equivalent number of hours from a four year college: 2% of base rate

BA/BS: 4% of base rate

20.7 Field Training Officer: Officers assigned as Field Training Officers will be paid fifty dollars (\$50.00) per month when performing the duties of a field training officer, as assigned for the month, regardless of hours worked. FTO's must have completed FTO training to be compensated.

20.8 Physical Fitness Incentive: Upon successful completion of the modified BLEA fitness standard listed below, employees shall receive 1% added to their base pay for the following calendar year, January through December. The qualifying test shall be held in September with a make-up test held in October for each of the calendar years, except for the year 2008, the fitness test will be held on January 5th and a make-up test held on January 12th of 2008.

The test shall be attended while off duty, however, the parties agree that there is no waiver of any Labor and Industries (L & I) coverage or rights and employees remain protected under L & I in the event of any sustained injury during the testing process because the test is for the benefit and purposes of the employer. The Sheriff and Association will designate one observer to sign off for successful completion of the test by employees. The County may, if desired, have an observer present as well. The modified BLEA fitness standard identified below has been agreed to by the Sheriff and Association as follows:

Age 21-31	Pushups 28	Sit-ups 34	1.5 mile run: 14:02 min.
Age 32-42	Pushups 24	Sit-ups 26	1.5 mile run: 15:22 min.
Age 43+	Pushups 20	Sit-ups 22	1.5 mile run: 17:00 min.

ARTICLE XXI USE OF RESERVE OFFICERS

Reserve officers shall not be regularly assigned to perform police functions normally performed by a sworn officer working in a pay status (i.e., normal beat patrol, walking beats, normal detective functions, etc.). However, the Sheriff's Office may use Reserve officers in positions where they have been utilized previously, to supplement police services, for additional staffing for special projects, in emergencies, for traffic or crowd control, or in other short-term circumstances. If the Association believes that reserve officers are being utilized inappropriately, it may meet with the Sheriff or his designee to discuss such disputes or disagreements and to attempt to resolve any disputes or disagreements.

ARTICLE XXII INTEGRATION CLAUSE

The Agreement expressed herein in writing constitutes the sole and entire Agreement between the parties and no oral statement or practice or prior written agreement shall add to or supersede any of these provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any and all matters deemed a proper subject for collective bargaining. The result of the exercise of this right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the duration of this Agreement, and any automatic or other extension thereof, each voluntarily and unqualifiedly agree to waive the right to

oblige the other party to bargain with respect to any subject or matter, whether or not specifically otherwise covered or referred to in this Agreement.

The parties further agree that this Agreement may be amended only by the written mutual consent of the parties at any time during its terms.

ARTICLE XXIII SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be found to be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV INVESTIGATION PROCEDURES AND EMPLOYEE RIGHTS

The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Sheriff. Such investigations shall be conducted under the following general guidelines.

(a) Allegations, if true, would make the law enforcement officer guilty of a felony, misdemeanor or subject the employee to discipline, then the employee shall be advised of the facts of such allegation as soon as reasonably practical to do so after receipt of the complaint. Such report shall include the name of the complainant if; the complaint is lodged by a non-employee of the Sheriff's office and the nature of the allegation. The officer shall not thereafter contact the complainant without prior permission of the Sheriff.

(b) If the Sheriff determines that the Deputy shall be questioned about the allegation, such questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the matter is of such a degree that an immediate investigation is required.

(c) Questioning of the officer shall be with full regard to his/her Constitutional Rights. If the allegations and subsequent investigation indicates that the officer may be guilty of a crime, he shall be fully advised of his/her Constitutional Rights. The employee shall have the right to retain an attorney of his/her own choosing and at his/her own expense and such attorney and/or a representative of the Association shall have the right to be present during any formal questioning, and shall be permitted to participate to the extent required by law.

(d) Questioning of an employee accused of misconduct shall not be overly long and s/he will be entitled to reasonable intermissions for personal necessities, meals, telephone calls and rest periods.

(e) It is understood that under State Law, no officer may be required to take any polygraph test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and at the officer's expense. If an employee refuses to take a polygraph test, this refusal shall not be held against him by the appointing authority or Sheriff in determining the disposition of the complaint.

(f) Nothing herein shall be construed to interfere with or add to or subtract from the rights of the Employer and employee under the provisions of Chapter 41.14 RCW and the rules and regulations adopted pursuant thereto.

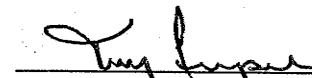
ARTICLE XXV TERMINATION

This agreement shall be effective as of January 1, 2013 and shall remain in full force and effect until December 31, 2015. Either party can reopen negotiations on all parts of this agreement ninety (90) days prior to termination date by submission of such request in writing to the other party.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of May 2014.

FOR THE ASSOCIATION

FOR THE EMPLOYER



Tom Cooper / President

Chairman, Board of County Commissioners



GARY BASTER / Trea

Commissioner

Commissioner

APPENDIX A
2013-2015 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Start	0.5	1.5	3	4	5
Base - Without Physical Fitness Incentive						
2012						
Sgt.	\$4,330.90	\$4,539.87	\$4,750.59	\$4,979.11	\$5,216.02	\$5,477.27
Deputy	\$3,955.32	\$4,133.31	\$4,330.90	\$4,539.87	\$4,750.59	\$4,979.11
CAT	\$3,480.00	\$3,647.91	\$3,817.23	\$4,000.85	\$4,191.22	\$4,401.14
2013 (+2.25%)						
Sgt.	\$4,428.35	\$4,642.02	\$4,857.48	\$5,091.14	\$5,333.38	\$5,600.51
Deputy	\$4,044.31	\$4,226.31	\$4,428.35	\$4,642.02	\$4,857.48	\$5,091.14
CAT	\$3,558.30	\$3,729.99	\$3,903.12	\$4,090.87	\$4,285.52	\$4,500.17
2014 (+2.25%)						
Sgt.	\$4,527.98	\$4,746.46	\$4,966.77	\$5,205.69	\$5,453.38	\$5,726.52
Deputy	\$4,135.31	\$4,321.40	\$4,527.98	\$4,746.46	\$4,966.77	\$5,205.69
CAT	\$3,638.36	\$3,813.92	\$3,990.94	\$4,182.92	\$4,381.95	\$4,601.42
2015 (+2.25%)						
Sgt.	\$4,629.86	\$4,853.26	\$5,078.52	\$5,322.82	\$5,576.08	\$5,855.37
Deputy	\$4,228.36	\$4,418.63	\$4,629.86	\$4,853.26	\$5,078.52	\$5,322.82
CAT	\$3,720.22	\$3,899.73	\$4,080.74	\$4,277.03	\$4,480.54	\$4,704.95
With Physical Fitness Incentive						
2012						
Sgt.	\$4,374.21	\$4,585.27	\$4,798.10	\$5,028.90	\$5,268.18	\$5,532.04
Deputy	\$3,994.87	\$4,174.64	\$4,374.21	\$4,585.27	\$4,798.10	\$5,028.90
2013 (+1%)						
Sgt.	\$4,472.63	\$4,688.44	\$4,906.05	\$5,142.05	\$5,386.71	\$5,656.51
Deputy	\$4,084.76	\$4,268.57	\$4,472.63	\$4,688.44	\$4,906.05	\$5,142.05
2014 (+1%)						
Sgt.	\$4,573.26	\$4,793.93	\$5,016.44	\$5,257.75	\$5,507.92	\$5,783.79
Deputy	\$4,176.66	\$4,364.62	\$4,573.26	\$4,793.93	\$5,016.44	\$5,257.75
2015 (+1%)						
Sgt.	\$4,676.16	\$4,901.79	\$5,129.31	\$5,376.05	\$5,631.84	\$5,913.92
Deputy	\$4,270.64	\$4,462.82	\$4,676.16	\$4,901.79	\$5,129.31	\$5,376.05

Longevity Pay: All employees shall receive longevity payment, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

- A. At the end of seven (7) continuous years of service, an extra forty dollars (\$40.00) added to their base pay.
- B. At the end of twelve (12) continuous years of service, an extra fifty dollars (\$50.00) per month added to their base pay.
- C. At the end of seventeen (17) continuous years of service an extra sixty dollars (\$60.00) per month added to their base pay.

Additionally, bargaining unit personnel with a minimum 15 years of service will receive, in addition to step 6 pay, longevity pay equal to five percent of step 6. Bargaining unit personnel with a minimum 25 years of service will receive, in addition to step 6 pay, longevity pay equal to ten percent of step 6.

Memorandum of Agreement

By and Between
The Sheriff and the Board of Commissioners of Walla Walla County, Washington
and
The Walla Walla Commissioned Deputy Sheriffs' Association

Re: Extension of Pilot-Project for 12 Hour Shifts
and
Clarification of Accrual Rates

This Agreement is made and entered into by the Sheriff, the Board of County Commissioners, and the Commissioned Deputy Sheriffs of Walla Walla County, Washington. This agreement shall be appended to, and be deemed a provision of, the current collective bargaining agreement between the parties.

Extension of Pilot-Project for 12 Hour Shifts. Pursuant to this Agreement, the parties agree to extend the pilot program period for 12 hour work shifts. This 12 hour work shift pilot program was established by the parties on the 25th day of February, 2011 by the addition of Sect. 5.1.1 set forth on that date. The parties hereby agree to extend this pilot program period and Sect. 5.1.1 until the last calendar day of December 2015.

5.1.1 Twelve (12) Hour Deployment Work Schedule. The Association and the Sheriff may mutually agree to use a twelve (12) hour deployment work schedule. If such a work schedule is mutually agreed to by the parties it will consist of two (2) consecutive work days or three (3) consecutive work days and each work day shall consist of a work shift of twelve (12) consecutive hours.

With one year (12 months) written notice, any party to this Agreement may terminate the pilot-project study. If either party gives written notice to terminate the pilot-project, upon the next scheduled shift rotation, the work schedule shall revert to Article V, Section 5.1 of the Agreement between the parties for the calendar years 2008-2012 signed and dated by the parties on the 31st day of December, 2007.

Clarification of Accrual Rates. The parties hereby agree that for the purposes of benefits accrual within the current collective bargaining agreement between the parties, a "day" is to be interpreted eight (8) hours. Now therefore, the following clarifications regarding Holidays, Sabbatical Leave, Vacation, and Sick Time are being made and agreed upon by the parties.

Holidays. A Holiday was intended to be, and is calculated and compensated, as eight (8) hours. The parties agree that the original intent of this section was based upon an eight (8) hour work shift. In the event that a represented employee works on a Holiday, then they will receive time and one-half pay for all hours worked plus eight (8) hours of Holiday pay. The floating Holiday is eight (8) hours. All other agreements and language pertaining to Holidays remain intact and full force pursuant to the agreement.

/

/

/

/

Sabbatical Leave. As with Holidays, this section's intent was based upon an eight (8) hour work shift. All agreements and language pertaining to Sabbatical Leave remain intact and full force pursuant to the agreement and shall be calculated as follows:

Years of Continuous Service	"Days" per Year	Hours per Year
1	3	24
2	3	24
3	4	32
4	4	32
5 and over	5	40


Vacation. As with Sabbatical Leave, this section's intent was based upon an eight (8) hour work shift as evidenced in Art. VI, Sect. 6.1 wherein it states the maximum accrual for a 5 year and over employee is 30 days and in parentheses next to it, it states (240 hours). All agreements and language pertaining to Vacation and Maximum Accrual remain intact and full force pursuant to the agreement and shall be calculated as follows:

Years of Continuous Service	"Days" per Year	Hours per Year
1	11	88
2	12	96
3	13	104
4	14	112
5 and over	15	120

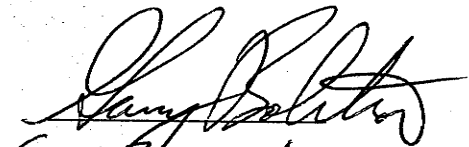
Sick Time. As with Vacation Time, Article VIII's intent was based upon an eight (8) hour work shift. All other agreements and language pertaining to Sick Leave remain intact and full force pursuant to the agreement and shall be accrued at eight (8) hours for each month worked. The term "(1) day" in Section 8.2 is hereby interpreted as eight (8) hours.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of _____, 2014.

For the Association



Tam Cooper / President


GARY BOLSTER / Treas

For the Employer

Chairman / Commissioner

Commissioner

Commissioner

Sheriff

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF AN
ADDITIONAL CONTRACT FOR
INDIGENT LEGAL SERVICES
2014**

}

RESOLUTION NO.

WHEREAS, Walla Walla County is required to provide legal representation for indigent citizens when so determined by the Courts of Jurisdiction on all matters related to District Court criminal matters and Superior Court criminal matters, dependency hearings, mental health hearings, and other such matters before the Courts; and

WHEREAS, pursuant to Walla Walla County resolutions 13 314 and 14 015, contracts for said legal services were approved with various attorneys; and

WHEREAS, in a letter dated May 9, 2014, Julie A. Brown, one of the contracted attorneys, provided one month's notice to Walla Walla County that she wished to give up the Dependencies portion (e. Dependency and Termination of Parental Rights Proceedings) of her current contract with the county; and

WHEREAS, on December 20, 2013, Walla Walla County issued a Request for Qualifications (RFQ) seeking one qualified attorney to represent minors in Walla Walla County Superior Court dependency proceedings, represent minors in Child in Need of Service petitions; and to represent minors in At-Risk Youth petitions for year 2014; and

WHEREAS, John Hartzell, another attorney currently contracting with the county to provide certain indigent defense services, was deemed qualified as part of that process and wishes to contract with the county to provide the additional Dependency and Termination of Parental Rights Proceedings services at this time; and

WHEREAS, authorizing these additional services by attorney Hartzell meets with the approval of the Walla Walla County Superior Court Judges and Walla Walla County; and

WHEREAS, a Contract for Indigent Legal Services 2014 for the Dependency and Termination of Parental Rights Proceedings services has been offered to and executed by attorney John Hartzell; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign the referenced Contract for Indigent Legal Services 2014, with said contract effective June 1, 2014.

"Passed this 2nd day of June, 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*

**CONTRACT FOR INDIGENT LEGAL SERVICES
(2014)**

THIS AGREEMENT, effective the 1st day of June, 2014 between Walla Walla County, Washington, a municipal corporation, hereinafter referred to as "the County", and John Hartzell, hereinafter referred to as "the Attorney".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Attorney shall abide by all terms and conditions of the Standards for Indigent Defense, including filing a signed Certification of Compliance on a quarterly basis in each court that the Attorney has been appointed as counsel, as required by Washington State Supreme Court Order No. 25700-A-1004, adopted June 15, 2012.

2. In no event shall the Attorney receive more than the caseload cap outlined in Standard 3.4 of the Standards for Indigent Defense (excluding misdemeanor standards, which are not effective until January 1, 2015). Cases shall be defined as described in Standard 3.3 of the Standards for Indigent Defense.

3. Attorneys who provide public defense must limit the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent (Standard 13).

4. If a defender is carrying a mixed caseload including cases from more than one category of cases, the standards in 3.4, and the limits set forth below, should be applied proportionately to determine a full caseload.

5. That during the contract term June 1, 2014 through December 31, 2014 the Attorney shall provide legal representation for the following matters marked with a "X" below, for which the Court makes an appointment after June 1, 2014 and for appointments already made to the Attorney, based upon applicable statutes, case law or court rules providing for a court-appointed attorney, on the basis of the person's indigency:

(XXX) e. **Dependency and Termination of Parental Rights Proceedings.** In fifty percent (50%) of the Walla Walla County Superior Court dependency and termination of parental rights proceedings. The total amount of compensation for the contract period for this portion of the contract shall be \$17,127.90 for contract term. In no event shall the Attorney exceed more than 80 open cases.

The total amount of compensation for the contract period for subsections e. of the contract shall be **\$17,127.90** for contract term.

The compensation for subsection a. (i), stated above paid for the year 2014 reflects a base compensation increase of 1.12% (based upon the current Current Expense Courthouse Employees labor agreement). The Compensation for subsections b, c, d, e, f, g, h, i and j. represent the 2013 rate for those sections plus a 1.12% cost of living increase (based upon the Current Expense Courthouse Expense Courthouse Employees labor agreement).

6. The services to be furnished by the Attorney shall include legal representation at all stages of the proceedings after appointment by the Court, and shall continue through the filing of a Notice of Appeal in District Court rulings (where applicable), and shall continue through the filing of a Notice of Appeal from Superior Court rulings in all cases. It is expressly understood and agreed between the parties that this contract for representation includes only those matters agreed to in Subparagraphs (e) of Paragraph Five above as indicated by the Attorney and does not include those matters not agreed to in Paragraph Five. It is understood between the parties that representation in the other foregoing matters will be the subject of other contracts between the County and other contract providers.

7. The total contract price for the services for the contract term shall be in the sum of **\$17,127.90**, as provided herein. Payment shall be made in **seven (7)** equal installments for the **remainder of the** year. The County will process the payment on the last Accounts Payable run of the month with the payment being mailed no later than the following Tuesday to the Attorney at his/her address: **Five West Alder, Suite 342, Walla Walla, WA, 99362.**

8. For purposes of this contract a person is indigent when a magistrate or judge has determined, in accordance with any applicable law or court rule, that such person is financially unable to obtain the services of any attorney at law. However, any person arrested and held in custody for a crime, and who claims to be indigent, shall be represented by the Attorney until a

magistrate or judge determines that such person is not indigent and permits the Attorney to withdraw. Attorneys with portions of misdemeanor or felony defense contracts shall provide a phone number where they can be reached after hours to be posted at the jail so that at the earliest opportunity a person in custody who desires a lawyer shall be provided access to a telephone and the number of an attorney that has contracted with the county to provide indigent legal services.

9. a. The cost of (a) experts; (b) doctors; (c) extraordinary investigation; (d) other extraordinary services; (e) depositions; (f) out-of-pocket costs associated with a court ordered change of venue; (g) scientific tests; and (h) interpreters and/or translators which are necessary to an adequate defense, as per Superior Court Criminal Rule 3.1(f) shall be the responsibility of the County for which the County agrees to reimburse the Attorney for such expenses, provided only that Attorney shall seek and obtain the approval of the Court by motion and order prior to incurring such expenses.

b. The cost of subpoenas, including their service and any fees required by law to be tendered to the witness at time of service, shall also be the responsibility of the County for which the County agrees to reimburse the Attorney for such expenses. The Attorney need not seek prior approval for the cost of service of subpoenas within the territorial limits of Walla Walla County unless a witness fee is required by law to be served with the subpoena. All out of county subpoenas shall require prior court approval.

c. It is anticipated that the County will receive annual payment from the Office of Public Defense Funds (OPD) pursuant to RCW 10.101. These funds will be distributed as additional attorney compensation on a pro rata basis among the attorneys holding contracts for indigent defense service. While the specific application of these funds is left to the discretion of the contractor, these funds are intended as additional compensation to help defray the cost of routine case expenses, such as non-extraordinary investigations deemed appropriate in each case by the contractor, without the need to account to the court as to any specific application of these funds.

10. The Attorney may designate one or more licensed attorneys to associate with in the performance of this contract. Any attorney so designated and approved shall be responsible for the performance of this contract in the same manner as the Attorney. At the time of the signing this contract, the Attorney must submit the names, experience levels, and qualifications of any attorney proposed to be designated to associate with in the performance of this contract to the County for approval. In addition, the designated Attorneys shall submit their qualifications and Certification of Compliance to the Superior Court Judges for approval in those matters heard in Superior Court, and to the District Court Judges for approval in those matters heard in District Court. The Attorney is not authorized, however, to assign this contract without the prior written approval of the County, nor shall the attorney designate additional Attorneys to associate in the performance of this contract without County approval. The Attorney will ensure that in all circumstances of absence, including illness and emergency, a designated attorney will be available to perform the requirements of this contract. If a designated attorney is not reasonably available as required by the Court, the Court shall be authorized to make an appointment at the Attorney's expense.

11. a. During the life of this contract Attorney shall maintain errors and omissions insurance, and shall include anyone else acting for or on behalf of the Attorney in the performance of this contract as an additional named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington, and shall have policy limits of \$1,000,000.00 (one million dollars) or more. A certificate, or proof of insurance coverage, shall be provided to the County yearly.

b. The Attorney covenants and agrees that he will indemnify and hold harmless the County and other County's Officers, employees and agents to the extent of his/her insurance coverage from any loss, damage, costs, charge or expense, whether direct or indirect, and whether to persons or property, to which the County or its agents may have been subjected by reason of any act, action, neglect, omission or default on the part of the Attorney or anyone acting for, on behalf of, or at the discretion of the Attorney in the performance of this agreement.

c. In case any suit or legal proceedings shall be brought against the County, or any of the County's officers, employees or agents, at any time on account of or by reason of any act, action, neglect, omission or default of the Attorney, or anyone acting for, on behalf of or at the direction of the Attorney, the Attorney hereby covenants and agrees to the extent of his or her insurance coverage to assume the defense thereof and to defend the same at the Attorney's own expense, and pay any and all judgments that may be incurred by or obtained against the County, or any of the County's officers, employees or agents in such suits or other proceedings.

12. In those instances in which a particular defendant may be able to pay some money for attorney fees, but not all, such persons, for purposes of this contract, shall be considered indigent and any "attorney fees" paid by such person shall be paid to, and be the property of the County. The Attorney is not responsible for collecting such fees.

13. During the performance of this contract, the Attorney shall comply with the Washington "Law Against Discrimination", and should any part of the performance contemplated hereunder be financed by federal funds, the Attorney shall comply with all applicable federal laws against discrimination in employment. Satisfactory performance of this provision by Attorney shall include, but not be limited to, the following:

a. During the performance of this contract, the Attorney shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

b. The Attorney shall ensure that applicants for employment and employees are treated during employment without discrimination because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Performance under (a) and (b) above shall include, but not be limited to: employment, upgrading, demotion or transfer recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training, including apprenticeships, unless distinctions are based upon a bona fide occupational qualification.

The Attorney further agrees to comply with the Americans With Disabilities Act with regards to employment and the provision of services.

14. The provisions of this contract governing matters heard in Superior Court are subject to the approval of the Superior Court Judges of Walla Walla County, Washington. The provisions of this contract governing matters heard in District Court are subject to the approval of the District Court Judges of Walla Walla County, Washington.

15. The parties agree that this contract provides for services to be performed for the contract term only, and said contract shall terminate on December 31, 2014 ; provided that upon the expiration of, or other termination of this contract, the Attorney shall continue his or her representation for an additional thirty (30) days from the date of termination in all cases for which he or she has commenced legal representation, and the compensation for said extended period of service shall be the monthly payment of the contract price. The parties further agree and understand that the foregoing provision for extended representation shall not apply if the termination of the contract is due to a determination that the quality of legal services provided by the Attorney does not satisfy the Judges of the Courts hearing the matters provided for in this contract, or in the event it is reasonably determined by the County that the Attorney has materially failed to perform this contract.

This contract shall be cancellable upon ninety (90) days written notice during the contract term by the Attorney, so long as he remains in practice; or shall be cancellable immediately by the County in the event it shall be determined that the quality of legal services provided by the Attorney does not satisfy the Judges of the Court hearing the matters provided by this contract, or in the event it is reasonably determined by the County that the Attorney has materially failed to perform this contract. In the event the Attorney terminates this contract prior to the termination date specified herein and fails to provide ninety (90) days written notice thereof, and the Court assigns new counsel to represent the cases assigned to the attorney, the attorney shall pay to the County the sum of \$100.00 for each case filed in the Court to which the attorney has been assigned for each case other than Superior Court criminal cases for the contract term;

Indigent Legal Services 2014

for Superior Court criminal cases the attorney shall pay to the County the sum of \$1,231.50 for contract term.

16. The Attorney shall make a monthly report to the Board of County Commissioners, said report to contain the number of appointments, class and type of case, appearances in Court, and trials in Court.

17. The Attorney agrees to comply with conditions of RCW Chapter 10.101.

18. Washington jurisdictions are eligible to apply for public defense funds from the Office of Public Defense to improve the quality of legal representation directly received by indigent defendants, pursuant to RCW Chapter 10.101. If the county receives such funds, those funds will be distributed among the attorneys with whom the county contracts to provide indigent legal services, to be expended by those attorneys in accordance with current guidelines for permitted use of state public defense funds issued by the Office of Public Defense.

Dated this _____ day of _____, 2014

**COUNTY OF WALLA WALLA
BOARD OF COUNTY COMMISSIONERS**

James K. Johnson, Chairman

Attest:

Perry L. Dozier, Commissioner

Connie R. Vinti, Clerk of the Board

Gregory A. Tompkins, Commissioner

Attorney _____

WSBA# _____

Federal Tax Id. No. _____

Dated this 27th day of May, 2014

Indigent Legal Services 2014

9:45

COUNTY FAIRGROUNDS

Cory Hewitt

a) Action Agenda Items:

- 1) Proposal 2014 06-02 Fair -
Approval to execute documents
related to request for proposals for
"FAIR Beverage Service Contract"

Pages 42-50



MEMO

Date: 05-29-14

Proposal ID. 2014 06-02 Fair

To: BOCC

From: Cory Hewitt, Walla Walla County Fairgrounds

Intent – Signature for 2014 “FAIR Beverage Services Contract”

Topic –Approval to execute all documents related to “FAIR Beverage Services Contract”

Summary

The Walla Walla County Fairgrounds prepared a RFP Request for “FAIR Beverage Service Contract” on May 6, 2014. This RFP was provided to four vendors who provide beverage services. Fairgrounds Manager Cory Hewitt is requesting approval to execute all documents related to this RFP.

Cost

Contract negotiated to stay within Fair budget.

Funding

In Fair budget

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

The contract has been reviewed and approved by Personnel/Risk Manager and Prosecuting Attorney. Recommend that the BOCC authorize Cory Hewitt, Fairgrounds Manager, to execute all documents related to "FAIR Beverage Services Contract".

Submitted By

Disposition

Cory Hewitt, 5/29/14County Fairgrounds

☐ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

WALLA WALLA COUNTY FAIRGROUNDS

- RFP REQUEST -

May 6, 2014

RE: Walla Walla County "FAIR Beverage Service Contract"

Walla Walla County Fairgrounds is accepting proposals for beverage service during the Walla Walla County Fair & Frontier Days event at the Walla Walla County Fairgrounds located at 363 Orchard Street in Walla Walla, Washington.

Schedule:

Quotes Due:	Friday, May 16 by 10 a.m.
Anticipated Contract signed by:	Monday, June 2, 2014
Last day of work:	Monday, September 1, 2014

If you are interested in submitting a proposal, please contact General Manager (509-527-3247) before the due date to schedule a time to review the specs and ask any questions.

The proposals, clearly marked "Fair Beverage Service" must be submitted to the Walla Walla County Commissioner's office, County Public Health and Legislative Building, 314 West Main Street, Walla Walla, WA by 10:00 a.m. Friday, May 16, 2014.

Proposals may be hand-delivered, mailed, faxed (509/524-2512) or emailed to (wwcocommissioners@co.walla-walla.wa.us).

No proposals will be accepted after 10 a.m. on May 16, 2014.

Sincerely,


Cory Hewitt
General Manager


Steve Harvey
Fair Board President

Walla Walla County Fairgrounds Scope of Work

Project: "FAIR Beverage Services".

Date: May 6, 2014

Location of Project

Fairgrounds are located on the corner of Ninth and Orchard, 363 Orchard Street, Walla Walla, Wa. 99362

Description of Work & Specifications and required insurance:

See Walla Walla County Beverage Service Specifications, attached

Award and execution of Contract:

The Board of County Commissioners reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. . The County intends to enter into negotiations with the vendor submitting the most complete and advantageous proposal. Weight will be given based on the completeness of the response, the response to factors listed below and the vendor's quote of the County's lease fee. The County may cease negotiations with a vendor in the event an agreement cannot be reached. The Contract will be given to the proponent, who in the opinion of the Board of County Commissioners, best serves the interest of the people of Walla Walla County. Any resulting contract will incorporate the Walla Walla Beverage Service Specifications and the vendor's response to the request for proposal.

Insurance:

See Walla Walla County Beverage Service Specifications, attached.

Proposals must address the following:

1. Experience of Vendor
 - a. Number of similar venues serviced.
 - b. References (three preferred).
 - c. Record of compliance with liquor laws.
 - d. Other relevant information.
2. Measures for security and responsible liquor service
 - a. Type of Staff training and certification.
 - b. Supervision of staff.
 - c. Other relevant information
3. Plans for service
 - a. Types of alcohol to be served (local products are not required, but are encouraged)
 - b. Measures/plans to efficiently serve while maintaining safe, responsible environment
 - c. Estimates of prices to be charged.
 - c. Other relevant information

(2)

4. Vendors must answer the following questions:

1. Has vendor ever been found out of compliance with liquor laws or rules of any state, federal or local governing entity? If so, describe the type of violation(s), penalties imposed, and any other pertinent information.
2. Has vendor or its principals ever been sued for a violation of state liquor laws, dram shop laws or similar civil remedy? If so, describe the suit, and the resolution.

5. Insurance.

Vendors must commit to providing the insurance required in the Beverage Service Specifications. Please review those requirements and list any insurance provider that vendor currently contracts with, and any insurance provider the vendor may use.

6. Fee:

Vendor/lessee will pay a percentage of its gross return to the County Fairgrounds within 14 days of the event. Each proposal must list specifically what rate will be paid to the County Fairgrounds, either on section 7 of the specifications or on a separate document.

7. Hold Harmless/ Indemnification:

Each vendor submitting a response must initial Section 10 of the Beverage Service Specifications, and provide that with their response.

Walla Walla County Fairgrounds – Alcohol Vendor Agreement

Statement of work to be performed

Alcohol Vendor Lessee will provide all alcoholic concession areas and coordinate all required equipment and services, as agreed with the Walla Walla Fair & Frontier Days/ Fairgrounds. The style of service will be a Washington State Liquor Control Board approved compliance plan that will be outlined in detail. Servers will be MAST certified and alcohol monitors will be provided by the Lessee and must meet the approval of the Fair Security Director. Lessee in conjunction with the Fairgrounds management will develop a security plan that meets all requirements while providing outstanding customer experience. The County Fairgrounds expects that the Lessee is a turn-key operation, with the Fairgrounds having first right of decision and approval/refusal in all matters regarding beverage sales and service on grounds.

1. Locations-Areas of Operation: Designed Alcohol locations would consist of next to the Pepsi Stage, in the bleachers area, behind the Chutes, in the Frontier Days Saloon, and in the Beer Garden south of the grandstands.

2. Alcohol to be served and Points of Sale: Beer, Wine and Spirits.

Tentative Schedule

Date	Location	Hours of operation
Wednesday-- Concert	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Concert
	Arena Bar	5 p.m. to end of Concert
Thursday-- Demo	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Demo
	Pepsi Garden-Dance	8:00 p.m. to 11 p.m.
	Bleachers	5 p.m. to Demo ending (9:30 p.m.)
Friday --Rodeo	Frontier Days Saloon	4 p.m. to 12 a.m.
	Garden area (pari-mutuel)	5 p.m. to end of Rodeo (9:30 p.m.)
	Pepsi Garden	6 p.m. to 12 a.m.
	Bleachers	5 p.m. to 9:30 p.m.
	Cowboy bar	6 pm to 9:30 pm
Saturday-- Rodeo	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Rodeo (9:30 p.m.)
	Pepsi Garden	6 p.m. to 12 a.m.
	Bleachers	5 p.m. to 9:30 p.m.
	Cowboy bar	6 pm to 9:30 pm
Sunday-- Rodeo	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Rodeo (9:30 p.m.)
	Pepsi Garden	6 p.m. to 11 p.m.
	Bleachers	5 p.m. to (9:30 p.m.)
	Cowboy bar	6 pm to 9:30 p.m.

Pepsi Stage times subject to sound conflict with Arena activity and Band
Closing times based on traffic & patrons.

If areas of the operation need to be adjusted and / or fine-tuned, Lessee and Fairgrounds will meet to make sure that services are in alignment with expectations.

3. Term: The term of this Agreement shall be effective from August 27 until September 1, 2014. This Agreement shall extend itself for an additional one years on December 31, following an annual review, provided that either party shall have the right to notify the other, in writing, prior to November 1st of each year that they wish not to have the Agreement extended. The maximum term of this Agreement, with any extensions, shall be until December 31, 2016.

4. Copies of Documentation: Within 30 days of the execution of any Contract, Lessee will provide to the Walla Walla County Risk Manager's office copies of all required insurance Certificates and endorsements, showing that the County is an additional insured party.

Within one month of the execution of any contract, Alcohol Vendor lessee will provide copies of the Liquor Licenses to the Walla Walla County Fairgrounds' office.

Within 14 days after the Fair, a detailed accounting of booth transactions will be supplied to the Walla Walla County Fairgrounds' office.

5. License: During the term of this Agreement Alcohol Vendor Lessee shall be required to maintain a year around Washington State Liquor License, Federal ATF license and alcohol server licenses for all servers as well as any required Health Department Permits. Said licenses shall be of the nature that will allow the Lessee to operate the franchise at the type of activities held at the Fairgrounds' facility as designated by "FAIRGROUNDS" in all areas of operations.

6. Improvement of Facilities: During the term of this Agreement it shall be the responsibility of the Lessee to make such improvements and fully maintain the facility as are needed to operate the franchise. The Lessee shall be responsible for the costs of all such improvements and shall hold Frontier Days harmless from any lien made incident to such improvements.

7. Fee: Alcohol Vendor Lessee shall pay to FAIRGROUNDS the following:

_____ of Gross returns
[Vendor insert percentage above]

Percent of the gross returns defined below from all product sales during the activities authorized by FAIRGROUNDS.

Lessee shall provide a full detailed accounting and payment in full within (30) days of the event. Provide copies of all necessary receipts and invoices at time of accounting.

Pricing of beverages is the sole discretion of the Alcohol Vendor Lessee, but estimates of beverage pricing, and consistency with those estimates, will be a factor in award and contract extension.

8. Gross Return: Gross receipts with no allowable costs.

9. Operation: Liquor Vendor Lessee's operation shall be its responsibility and at no time, other than subject to terms of the Letter of Operation shall the FAIRGROUNDS or their events be responsible for the said operation.

FAIRGROUNDS shall consult Lessee each year with a draft of the Policy Letter of Operation. Lessee shall agree to work with the FAIRGROUNDS and its different event sponsors.

10. Hold Harmless/Indemnification: The Lessee shall indemnify, defend and hold harmless Walla Walla County, the County's officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the Lessee, or sub-contractor caused by or arising out of the performance, act or omission by Lessee of any term of this contract. Lessee's obligation to indemnify, defend, and hold harmless Walla Walla County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Walla Walla County or its agents, agencies, employees and officials. This indemnification obligation of the Lessee shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other application employee benefit act, and the Lessee hereby expressly waives any immunity afforded by such acts. The forgoing indemnification obligations of the Lessee are a material inducement to the County to enter into this Agreement, are reflected in the Lessee's compensation, and have been mutually negotiated by the parties.

Lessee's initials acknowledging indemnity terms: _____

11. Insurance: For the duration of the contract and until all work specified in the contract is completed, Lessee shall maintain in effect occurrence-based insurance as required herein and comply with all limits, terms and conditions stipulated therein.

Required insurance:

General Commercial Liability - \$2,000,000 Minimum, Each Occurrence, \$4,000,000 Minimum, Annual Aggregate.

Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

Liquor Liability - \$4,000,000 Minimum, Each Occurrence, \$8,000,000, minimum Annual Aggregate.

Business Automobile Liability - \$500,000 Minimum, Each Occurrence
\$1,000,000 Minimum, Annual Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

Worker's Compensation - The Contractor shall maintain workers Compensation insurance in accordance with the State of Washington Labor Code for all employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

Work under this contract shall not commence until evidence of all required insurance is provided to the County of Walla Walla. The Lessee's insurer shall have a minimum A.M. Best's rating of A-VII. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Lessee and returned to the County

of Walla Walla. If for any reason, any change occurs in the coverage during the course of the contract; such change will not become effective until 45 days after the County of Walla Walla has received written notices of such change. The County may terminate this Agreement as the result of any change, and any material change will be a breach of this Agreement. The policy shall be endorsed and the certificate and endorsement shall reflect that the County of Walla Walla is an additional insured on Lessee's policies with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. The policy shall be endorsed and the certificate and the endorsement shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Walla Walla County shall be excess and not contributory insurance to that provided by Lessee.

12. Law: The Lessee agrees to comply with all laws that bear on the operation by the Lessee by this franchise whether those laws be local, state, and/or federal in its use and occupancy of the franchise facilities, or in complying with all the liquor laws of the State of Washington in the operation of the franchise.

13. Breach: A breach of any of the duties of either party within the Agreement shall constitute cause for immediate termination of the Agreement.

14. Heirs and Assigns: It is agreed that all of the covenants and agreements herein contained shall extend to, be obligatory upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties. No assignment may be made without the prior written consent of the County.

15. Lessee is not employee of County: 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. The County shall be neither liable nor obligated to pay Lessee employees' 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. Lessee shall pay all income and other taxes as due, to the full extent required by law. No sublet of any part of this Agreement is allowed to a 3rd party.

16. Bar Set Up: County Fairgrounds will erect security fencing and supply electricity to each area. All other aspects of the beverage area will be the responsibility of the Lessee including: Bar, tables, chairs, tents, lighting, refrigeration, secure product area, bar stations, ID checking, script, stamps or ID bracelets and Liquor Control Board signage. The area serving alcohol will be closed to minors.

a) Consent Agenda Items:

- 1) Resolution _____ - Personal Services Contract between Walla Walla County and Kirsten Archer

Pages 52-56

b) Action Agenda Items:

- 1) Proposal 2014 06-02 DHS-1
Approval to close at 4 p.m. on
June 27, 2014

Pages 57-59

- c) Discussion: Traffic Safety Task Force
position funding and placement

d) Action Agenda items:

- 1) Proposal 2014 06-02 DHS-2
Approval to transfer responsibility
of host agency for Traffic Safety
Task Force position from the
Department of Human Services
to the Walla Walla County Sheriff's
Office

Pages 60-64

- e) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF PERSONAL
SERVICES CONTRACT BETWEEN
WALLA WALLA COUNTY AND
KIRSTEN ARCHER**

RESOLUTION NO.

WHEREAS, the Walla Walla County Health Department, through the Community Health Improvement Plan Action Group: Healthy Eating, Active Living (HEAL), has identified the need for a resource guide for agencies addressing food concerns in our community; and

WHEREAS, the Walla Walla County Health Department has funding allocated to improving the health of the community through improved nutrition, and

WHEREAS, Kirsten Archer is able to complete a guide which will provide a roadmap of linkages around food and nutrition access and availability in our community; and

WHEREAS, a contract to provide the services needed has been offered to and executed by Ms. Archer; and

WHEREAS, the contract has been reviewed by the Risk Manager and the Prosecuting Attorney; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve a Personal Services Contract between the County and Kirsten Archer and authorize County Public Health Administrator, Dr. Harvey Crowder, to sign the same.

Passed this 2nd day of June, 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
HEALTH DEPARTMENT**
314 W Main Street • PO Box 1753
Walla Walla, WA 99362
Phone 509.524.2650 • Fax 509.524.2678

MEMORANDUM

To: The Walla Walla County Board of County Commissioners

From: Harvey R. Crowder
Public Health Administrator
Interim Director, Department of Human Services

Date: May 23, 2014

Subject: Personal Services Contract, Kirsten Archer

In the course of fulfilling Health Department contracts and programs, the need for an inter-agency guide to food access and availability has come to our attention. Numerous agencies, both community and faith-based work diligently to address food access and availability needs in our community, yet many of them are unaware of what others are doing and provide an overlap of services. Due to the complexity of issues around food and the number of agencies currently working on them, identification of those working to ameliorate hunger would be an asset to the community. Kirsten Archer has undertaken development of such a guide that will provide a roadmap of linkages in our community around food and nutrition issues including access and availability. Kirsten will complete this guide over the summer, given this contract.

The Health Department has funds for this project, funds allocated to improving nutrition in Walla Walla County.

This project addresses one of Walla Walla County's Community Health Improvement Plan priority areas: Reduce obesity through improved nutrition and increased physical activity.

RECOMMENDATION:

The Walla Walla County Board of County Commissioners approve renewal of the personal services contract with Kirsten Archer and authorize the Public Health Administrator to sign.

PERSONAL SERVICES CONTRACT
AGREEMENT NO. _____

Kirsten Archer, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 7), Exhibit A (Scope of Work), Exhibit B (Compensation) and Exhibit C (any Special Conditions), 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 commence on the 19th day of May, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 30th day of August 2014.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$1,000 per month and \$3,000 in total.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 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 2nd day of June, 2014.

C O N T R A C T O R:

WALLA WALLA COUNTY:

By

Kirsten Archer

Title:

Mailing Address:

Kirsten Archer
3708 Old Milton Highway
Walla Walla, WA 99362

Social Security #

Approved as to Form Only:

Prosecuting Attorney

Exhibit A

PURPOSE:

The purpose of this agreement is to complete a specific project, that of a roadmap of linkages in our community around food/nutrition: access, availability, shopping ability, utilization ability. The product will serve to inform thw wide variety of agencies and non-profits providing services of each other's work as well as determine gaps in provision of services.

Contractor will:

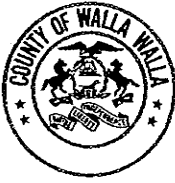
- Review all materials with health department staff prior to distribution
- Consult with health department staff on as needed basis
- Share evaluation results with health department staff
- Provide documentation of time spent on a Health Department-provided time sheet by the 5th working day of the month.

Walla Walla County Health Department will:

- provide consultation on an 'as needed' basis
- provide a schedule and document for submission of worked hours for payment
- make available any data or materials relevant to the project
- provide office materials including copying necessary for project completion

Exhibit B

Compensation shall be \$17.72 per hour. Monthly totals for Contractor shall not exceed \$1,000 per month or a total of \$3,000 for the duration of the contract.



MEMO

Date: June 2, 2014

Proposal ID: 2014 06-02 DHS-1

To: BOCC

From: Harvey R. Crowder, DVM, MS

Interim Director, Department of Human Services

Intent – Obtain BOCC approval for an early closure of the Department of Human Services for a Ceremony

Topic – Early closure

Summary

The Department of Human Services will be merged with the Health Department effective July 1, 2014. Most current DHS employees will leave county employment on June 30, 2014 and start work with Central Washington Comprehensive Mental Health on July 1, 2014. I proposed to staff a celebration honoring our current employees as the County transitions out of behavioral health service delivery. They have proposed a function in the late afternoon of June 27, 2014 at a private residence in the community beginning at 4:00 PM. I am requesting that the Department be allowed to close at 4:00 PM so that all employees who wish to be present can be.

Cost

N/A

Funding

Funded by staff

Alternatives Considered

1. No ceremony
2. Ceremony at 1520 Kelly Place
3. Ceremony at another location

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

1. No risk; however, it does not provide closure for staff leaving County employment
2. Very little risk at having a ceremony in house; however, space is limited
3. Some employees may feel uncomfortable at a private residence and not wish to attend.

Benefits

1. No benefit
2. Easy for staff to attend
3. Provides a less formal environment for the celebration and additional space for staff to socialize.

Conclusion/Recommendation

The Walla Walla County Board of County Commissioners approve the early closure of the Department of Human Services at 4:00 PM on June 27, 2014 to accommodate staff attendance at ceremony honoring the accomplishments of the Department of Human Services and the transition of behavioral health services to Central Washington Comprehensive Mental Health.

Submitted By

Disposition

Name

Department

Date

____ Approved

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up



MEMO

Date: June 2, 2014

Proposal ID: 2014 06-02 DHS-2

To: BOCC

From: Harvey Crowder, Interim Director

Intent – Obtain Walla Walla County Board of County Commissioners (BOCC) approval
transfer responsibility of Host
Agency from the Department of Human Services to the Sheriff's Office.

Topic Washington Traffic Safety Commission - Amendment to Interagency Agreement

1. Name of Grant/Program: Target Zero Manager Program
2. New Grant ☐ Renewing Grant ☒ Term (# of years) 1
3. Is the grant unchanged, and does not require Current Expense funding?
Yes ☐ No ☒ (If YES, please skip to number 24)
4. How will this grant benefit the county's citizens? Allow continued development and coordination of the Target Zero Program in Walla Walla County. Coordination of the Traffic Safety Task Force and provision of programs consistent with the state Target Zero Program.
5. Is this a program grant or an equipment grant? No
6. Is this a "one-time only grant" ☐ or is it renewable ☒? If renewable, how long is grant anticipated to last? Potentially renewable. Uncertain future, to be determined by the Washington Traffic Safety Commission over the course of the next several months.
7. If this is a new grant how will the grant support a current program OR how will the program change?
8. Does this grant require up front funds? Yes ☐ No ☒ If YES, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?
9. How many employees (new or current) will be paid by the grant?
New _____ Current 1 - position currently .625 FTE

10. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded?
11. Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Yes ☒ No ☐ If **YES**, what? Matching funds provided through Victim Impact Panel program participant fees and local fundraising.
12. Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Yes ☒ No ☐
13. What fund would support a cash match (if required)? N/A
14. If required what is the **TOTAL** cost of the match over the life of the grant? N/A
15. What fund would support the administration of the grant?
16. Will the grant allow for the County cost allocation plan to be funded?
Yes ☒ No ☐
17. Would the grant require the county to provide office space and/or additional equipment to administer the program? Yes ☒ No ☐ If **YES**, what are the requirements? Office space will be provided by the City of Walla Walla Police Department
18. Would the program require use of a county vehicle or personal vehicle?
Yes ☒ No ☐ If **YES**, would the grant provide for the cost of the automobile and/or liability insurance? Yes ☐ No ☒
19. Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Yes ☐ No ☒
If **YES**, what activities?
20. Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Yes ☐ No ☒ If **YES**, what obligations?
21. Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)
Yes ☐ No ☒
22. Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities?
Yes ☐ No ☒ If **YES**, what is the funding source for consultant fees?

23. For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers. Should grant funding end for this program, the Target Zero Manager can be supported in a part-time capacity through fees associated with the Victim Impact Panel.
24. Please attach to this proposal a synopsis of the grant or a copy of the fact sheet.

Please see Attached

Summary

The Washington Traffic Safety Commission previously issued an Interagency Agreement for one-year only, July 1, 2013-June 30, 2014 in order to explore recommendations for funding of the Target Zero Manager positions throughout the state. The Department of Human Services met with members of the Traffic Safety Task Force and local law enforcement representatives in the fall of 2013 to begin discussions about identifying an alternate Host Agency for the Target Zero Manager, given the priorities established in the State Target Zero Program.

A meeting with the Washington Traffic Safety Commission, DHS staff and local law enforcement, including Sheriff Turner, led to agreement that additional funding will be provided for the Walla Walla County Target Zero Manager and the best fit for the Target Zero Program is with the Sheriff's Office.

The City of Walla Walla Police Department is willing to serve as a partner agency by providing office space and furnishings for the Target Zero Manager at no cost to the County.

Alternatives Considered

Three alternatives were considered for this presentation to the BOCC:

1. Approve the recommendations as presented and recommend approval of the Amended Interagency Agreement.
2. Decline the recommendations and recommend the Target Zero Manager remain within the Department of Human Services/Community Health Services Dept. through the extended agreement end date.
3. Decline the recommendations and terminate the Interagency Agreement with the Washington Traffic Safety Commission.

1. Conclusion/Recommendation

Submitted By			Disposition
<hr/>			<input type="checkbox"/> Approved
Name	Department	Date	<input type="checkbox"/> Approved with modifications
<hr/>			<input type="checkbox"/> Needs follow up information
Name	Department	Date	<input type="checkbox"/> Denied
<hr/>			
			BOCC Chairman
			Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

- Copies to:
- 1) Requesting Office/Department
 - 2) Susan Dombrosky, Auditor's office
 - 3) Commissioners' File



Amendment #1

To the

Walla Walla County Target Zero Traffic Safety Task Force Project Agreement

BETWEEN

WASHINGTON TRAFFIC SAFETY COMMISSION
AND

Walla Walla County

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, amends the Project Agreement signed by Walla Walla County Department of Human Services on June 12, 2013 and entered into by and between the Walla Walla County Department of Human Services and the Washington Traffic Safety Commission (WTSC) on July 1, 2013.

IT IS THE PURPOSE OF THIS AMENDMENT to revise the Host Agency from Walla Walla County Department of Human Services to the Walla Walla County Sheriff's Office.

IT IS THE PUPOSE OF THIS AMENDMENT to extend the dates of the Walla Walla County Target Zero Traffic Safety Task Force Project Agreement from July 1, 2013 to June 30, 2015.

IT IS THE PURPOSE OF THIS AMENDMENT to *increase* the amount of this contract by an additional \$32,177 for a total \$64,354.00 for the contract period for Target Zero Manager services, in support of Target Zero priorities and in accordance with the scope of work outlined in the Project Agreement.

CFDA# 20.600

+

Signature - WTSC

Signature – John Turner, Walla Walla County Sheriff

(Date)

(Date)

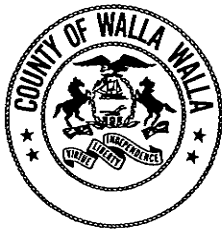
10:15

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

a) Department update and miscellaneous

pages 66-67



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

May 26, 2014

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues for the Board.

N/A

Components (Main infrastructure)

Hardware

-

Software

- No issues

Security/Viruses

- No issues

Network

- Remote Access Test - Works
 - Now need to design for enterprise wide
 - Will get an assessment of cost after that.
 - Law enforcement
 - JJC remote access
 - Public Health – other agencies

Other Projects

- **Budget /Assets**
 - Nothing new – Hope to start inventory and budget process in March
 - Inventory is now in progress. Estimate 85% complete
 - a) Trying to locate items that we found last year that we have not yet found this year
 - Will begin budget process shortly after inventory is complete
- **Technology Refresh**
 - Public Health – Done
 - Have a few to upgrade – Imaging in progress
 - Training room PC to be replaced + projector
 - Working on a plan to replace PC's and Laptops and some servers.
- **Assessor/Treasurer software upgrade**
 - Both Assessor and Treasurer are close to moving into production phase as described by contract
 - Only two outstanding major issues left to resolve.
- **AS-400 decommission**

- Clerks Calendaring piece is in progress
 - Oh hold per Kathy Martin pending new state wide system 2015
- **Walla Walla County Policy on Information Technology and Use of Resources**
 - I have an edited version to review
- **Superior Court 1-2 Updates**
 - Four Projects
 - a) Audio/Dictation/Recording
 - Setting up demonstrations for 2 products
 - Both demos to be done by June 11
 - No changes to the building structure or addition of permanent wiring should be done. Will not have to advertise via Small Works.
 - b) Sound reinforcement
 - c) Projection system – Met with WSP on possible Video Arraignment Solution
 - Working with WS Penitentiary on this
 - Looking at a low cost solution
 - d) Visual recording
 - The WWPd contact is back. Met on 5/6 - voice recognition for transcribing was the topic
 - Waiting for Asotin County to give me a few dates that I can visit to see what they have done-They have to connect with their vendor.

****Note-**Audio and Visual will require a large amount of disk space that we should consider as upfront costs so we don't run out of space sooner than later.

We will need to look at replacing the SAN sooner than later...

- **Public Record Requests Last 2 Weeks**
 - 3 = Requests received
 - 3 = Went the departments
 - 4 = Completed
 - 10 = Total Open
 - 1 = Being handled by the PRO
 - Records Retention Training – being developed
 - Intent is to have hands on training
 - Training
- **Human Services**
 - Working through various issues to migrate to our system
 - Equipment
 - Location of various employees
 - Lease agreement language
 - Software licensing issues
 - Network connections
 - a) Ability to monitor HVAC
 - b) Lower floor tenants internet
 - New Community Health Website – (See Attachments A&B)
- **Internet Connection**
 - Human Services has a 100 mb connection and an contract they can't cancel
 - Campus has a 10 mb connection tied to the Human Services contract
 - 100% utilization
 - Campus needs more bandwidth soon.
 - New connection \$199 per month to get to 100mb
 - Is cheapest to swap connections to stay in contract and reimburse Human Services \$199.00 per month
 - Request from Spectrum to release us from the 1Gb transport connection was denied, but with further communication I was able to convince them to reconsider and we came up with a few options that may help. To follow up calls were not returned.

10:30

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))

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda items:**
 - 1) Review/execute New Position Approval Forms for Program and Contracts Manager and Finance Manager for Community Health Department (new department name of the two merged county departments of Public Health and Human Services)
- 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))

11:00

COUNTY COMMISSIONERS

- a)** Nabel Shawa, City Manager
City of Walla Walla

11:15

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Action Agenda Items:

- 1) Resolution _____ - Vendors pages 72
bid award for Geosynthetic
Reinforcement Material for
Walter Bridge

b) Department update and miscellaneous

11:30

COUNTY COMMISSIONERS

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

Please note: The county commissioners will be participating in a tour of some county roads and road projects with the county engineer at the conclusion of the morning session. This tour is anticipated to last approximately 60-90 minutes. If all business to come before the Board is concluded in the morning, the meeting will be adjourned prior to the tour.

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.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A VENDORS
BID AWARD FOR GEOSYNTHETIC
REINFORCEMENT MATERIAL FOR
WALTER BRIDGE

RESOLUTION NO.

WHEREAS, Vendor bids were due by 11:00 a.m. on Thursday, May 29, 2014 for Geosynthetic Reinforcement Material for Walter Bridge; and

WHEREAS, the following bid was received by Walla Walla County:

- | | |
|-------------------------|------------|
| 1) Hanes GEO Components | \$7,803.56 |
| Vancouver, WA | |

and

WHEREAS, Hanes GEO Components submitted the lowest responsive, responsible bid, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the bid award for Geosynthetic Reinforcement Material for Walter Bridge is awarded to Hanes GEO Components for \$7,803.56.

Passed this 2nd day of June, 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