

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MARCH 10, 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)

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

**e) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

**f) Public Hearing:**

- 1) To consider declaring certain items (used radio system equipment) surplus

**g) Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Declaring certain County property as surplus and disposing of same
- 2) Resolution \_\_\_\_\_ - Interlocal resolution pg 2  
Agreement to form the Southeast Washington Aging and Long Term Care Council of Governments
- 3) Proposal 2014 03-10 Fair - 1 - pgs 3-6  
Approval to execute agreement with F&B This and That
- 4) Proposal 2014 03-10 Fair - 2 - pgs 7-19  
Approval to execute agreement with State of Washington Department of Agriculture, Fairs Program

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

IN THE MATTER OF AN  
INTERLOCAL AGREEMENT TO  
FORM THE SOUTHEAST  
WASHINGTON AGING AND LONG  
TERM CARE COUNCIL OF  
GOVERNMENTS

RESOLUTION NO.

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

**WHEREAS**, the Older Americans Act of 1965, as now and hereafter amended, and RCW Chapter 74.38 provide for the establishment of Area Agencies on Aging within the regional areas within the state; and

**WHEREAS**, Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties have been approached regarding a possible mutual interest in forming a Council of Governments (COG) to facilitate the organization and operation of an Area Agency on Aging (AAA), designated Planning and Service Area number 9 (PSA 9); and

**WHEREAS**, a Southeast Washington Aging and Long Term Care Council of Governments Interlocal Agreement has been offered to the above-listed counties, with the purpose of the Agreement to form a Council of Governments (COG) to enable the parties to operate the Southeast Area Agency on Aging (AAA) within Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties; and

**WHEREAS**, representatives of the Southeast Washington Aging and Long Term Care agency have provided information to the Walla Walla County Board of Commissioners, which board has duly considered same in open, public meetings of the board; and

**WHEREAS**, the agreement has been reviewed by the county prosecuting attorney's office; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Southeast Washington Aging and Long Term Care Council of Governments Interlocal Agreement in the name of Walla Walla County.

*"Passed this **10th day of March, 2014** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent."*

**Attest:**

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

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

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

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

\_\_\_\_\_  
*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*



# MEMO

Date: 3-5-14

Proposal ID. 2014 03-10 Fair-1

To: BOCC

From: Cory Hewitt, WW Fairgrounds

Intent – Fair service contract approval and signature with F & B This & That

Topic – Contract Service agreement

## Summary

F&B This and That, contractor Barbara McKinney, has provided services to the Walla Walla Fair and Frontier Days for several years at minimal cost. She provides vendor coordination, vendor handbook, fair sponsorship, promotional brochures, advertising set up and ticket sales. Per phone quotes, all other companies were a higher price

## Cost

Cost is \$9.50 an hour, less than 90 hours per month except for July, August and September. Approximately \$7,500 a year.

## Funding

In the Fairgrounds budget

## Alternatives Considered

N/A

## Acquisition Method

N/A

## Security

N/A

## Access

## Risk

## Benefits

We have a skilled seasoned contractor who is knowledgeable of the Fairgrounds operations and the Fair at slightly above minimum wage. F & B wants to enter into a two year contract with no cost increase in 2015.

**Conclusion/Recommendation**

Authorize Cory Hewitt, Fairgrounds Manager to execute F & B This and That contract for services.

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Submitted By

Disposition

Cory Hewitt, County Fairgrounds 3-6-14

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\_\_\_ Approved

Name      Department      Date

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\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

Signature

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\_\_\_ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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# WALLA WALLA COUNTY FAIRGROUNDS

## PERSONAL SERVICES CONTRACT AND AGREEMENT FOR PAYMENT

This contract and agreement is made in Walla Walla, WA for the period of January 1, 2014 through December 31, 2015, between **Walla Walla County (County)** and **F & B's This & That (contractor)**, and are for specific services to be provided for the Fair & Frontier Days 2014 and 2015.

The purpose of this contract and agreement is to outline the personal services to be provided by the Contractor and to outline monetary payment to be provided by the **Walla Walla County Fairgrounds**.

F & B's This & That acknowledges that it is an **Independent Contractor** providing professional services to the County Fairgrounds and in consideration for any compensation to be received understand and agree that the following minimum terms for our services apply:

1. **Independent Contractor:** The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to an Agreement by the Contractor as an independent Contractor.
2. **No Guarantee of Employment:** The performance of all or part of a contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employer of the Contractor or any subcontractor or any employer of any subcontractor by the County at the present time or in the future.
3. **Taxes and Garnishments:** The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. If any sums due the Contractor by the County are subject to any garnishment by any creditor of the Contractor, none of the amounts due the Contractor by the County will be subject to exemptions for earnings.

F & B's This & That agrees to provide the following services:

- a. VENDOR COORDINATION / VENDOR HANDBOOK
- b. FAIR SPONSORSHIP
- c. DESIGN FAIR BROCHURE
- d. DESIGN POSTERS, SIGNAGE, AND GENERAL FAIR ADVERTISING

Work will be permitted at the Fairgrounds and use of the Fairgrounds equipment and supplies for copies. Any printing press jobs will be bid out. Work consists of no more than 90 hours a month up to Fair months (July, August & September.)

The County agrees to pay F & B's This & That \$9.50 per hour for performing the above services. A statement of hours worked will be turned in to the Fairgrounds Office at the completion of each month. Statements of hours worked that are turned in will consist of hours worked and duties performed. The statements shall be paid before the end of December each year.

F & B's This & That will hold the County harmless of all liability, claims, and costs, and costs of whatever kind and nature for injury to or death of any person or persons, and loss, destruction, or damage of any property used in the performance of this scope of work, resulting from the willful, negligent, or careless acts or omissions of the contractor, its subcontractors, or any employee, agent, or representative.

This contract may be renewed on a yearly basis. If either party is unable to fulfill the terms of this contract, a letter of notice shall be given to the other party two weeks prior to termination of the contract.

F & B's This & That has read the foregoing and by signing agrees to the above terms.

Company: F & B's This & That

UBI Number: 602360652

FEIN Number: 27-0077510

Signed \_\_\_\_\_ Date \_\_\_\_\_

Contact Name: Barbara McKinney  
Address: 197 Electric Ave  
Walla Walla, WA 99362  
Telephone: 509-525-3311

Walla Walla Fair & Frontier Days

Cory Hewitt, General Manager

Date \_\_\_\_\_



# MEMO

Date: 3-6-14

Proposal ID: 2014 03-10 Fair-2

To: BOCC

From: Cory Hewitt, Fairgrounds

Intent – Project Funding

Topic – Grant funding for roof replacement for Barn 2

1. Name of Grant/Program: **Wa. St. Dept of AG – Fairground upgrades**
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?  
  
a) The roof on Barn 2 has needed replacement for some time. The roof leaks and there is structural integrity issues. This roof will match the roof we put on Barn 3 a few years ago.
5. Is this a program grant or an equipment grant?  
  
Program/project grant.
6. Is this a "one-time only grant" ☒ or is it renewable ☐? If renewable, how long is grant anticipated to last?
7. If this is a new grant how will the grant support a current program OR how will the program change?  
  
We have received similar grants over the past 5 years. These are project grants for safety and health issues.
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?

These grants are monetary & in-kind. Some equipment, supplies and labor will be donated and some will be provided by the fairgrounds and fairgrounds staff. We will do fundraisers and seek sponsor support for the project.

9. How many employees (new or current) will be paid by the grant?
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?
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
- This grant is monetary & in-kind. Some equipment, supplies and labor will be donated and fairgrounds staff. We will fundraiser and seek sponsor support for the project.
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? N/A
16. Will the grant allow for the County cost allocation plan to be funded?  
Yes ☐ No ☐ N/A
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? N/A
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 X No If **YES**, what activities? Jesse Nolte has reviewed and approved agreements. Jim Nagle has approved the previous Ag Grant Contracts.
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. N/A

24. Please attach to this proposal a synopsis of the grant or a copy of the fact sheet.

**Please see Attached**

25. **Please feel free to submit additional information as needed.**

26. **Conclusion/Recommendation**

**Recommend approval for Cory Hewitt, Fairgrounds Manager, to execute grant agreements with the Washington State Department of Agriculture for Fairgrounds upgrades**

Submitted By			Disposition
Cory Hewitt / Fairgrounds / 3-6-14			____ Approved
Name	Department	Date	____ Approved with modifications
			____ Needs follow up information
Name	Department	Date	____ Denied
			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

**24) Continued: Fact Sheet**

In the fall of 2013, these grants were offered by the Washington State AG Dept. for the 2014-2015 budget years. The Fair Board wanted to apply and 3 grants were sent out. All three projects have been on our Long Range Maintenance Plan. Now we have funding for the Barn project. The other two will remain on the list for future funding.



JAN 02 2014

BY:.....

STATE OF WASHINGTON  
DEPARTMENT OF AGRICULTURE

PO Box 42560 • Olympia, Washington 98504-2560 • <http://agr.wa.gov> • (360) 902-1800

December 24, 2013

Cory Hewitt  
Walla Walla Fair & Frontier Days  
PO Box G  
Walla Walla, WA 99362

The Washington State Department of Agriculture is pleased to announce its intention to award a special assistance grant for capital improvements at the Walla Walla Fair & Frontier Days:

- K1392 - \$50,000: Replace roof on Barn #2

Enclosed you will find a contract that describes the project for which funds are approved. Please review the contract, complete the information requested on page 9, and have the appropriate individual(s) sign the agreement. **Return all documents** to the Department and fully executed contract will be mailed back to you for your files.

Also, please specifically note the following special requirements:

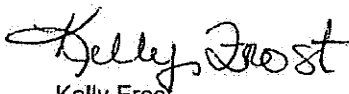
- **Section 3 - Special Conditions:** Requires one or more community benefits be provided in consideration of the funding received. When requesting reimbursement, please be sure to include a description of the community benefit provided.
- **Section 5 - Reimbursement and Documentation of Matching Funds or In-Kind:** Requires you provide a letter or attestation with any invoices submitted for reimbursement which document satisfactory performance of the agreement. This is required under the new performance-based contracting requirements.
- **Section 22 - Change of Ownership or Use:** Requires that the acquisition, construction, improvements, etc. made as a result of the funded project be had by the Contractor for a period of at least three (3) years following termination of the Agreement.

If, for any reason, you will not be pursuing your project, please let me know as soon as possible, as the funds may be utilized to fulfill a grant requested from another applicant.

Please forward the documents and any questions to:

Kelly Frost, Program Coordinator  
Fairs Program  
PO Box 42560  
Olympia, WA 98504-2560  
Work phone: (360) 902-1802

Sincerely,

  
Kelly Frost  
Fairs Program Coordinator

enclosures



STATE OF WASHINGTON  
DEPARTMENT OF AGRICULTURE, FAIRS PROGRAM

AGREEMENT

Number: K1392

This Interagency Agreement is entered into by and between Walla Walla County, a county within the State of Washington, (hereinafter referred to as the Contractor) and the Washington State Department of Agriculture (hereinafter referred to as the Department).

RECITALS:

1. The Department has the statutory authority to administer the Fairs Program under RCW 15.76, the Agricultural Fairs, Youth Shows, Exhibitions Act; and
2. The Department is also given the responsibility to administer funds for capital projects for those entities qualifying under RCW 15.76.165; and
3. The Washington State Legislature established a one-time appropriation for the 2013-2015 biennium to make grants for capital projects that make health or safety improvements to agricultural fair grounds or fair facilities in order to benefit participants and the fair-going public; and
4. The enabling statute also provides that local governments and nonprofit organizations may apply to the director for grants of capital funding available on a competitive basis (RCW 15.76.165).

NOW, THEREFORE, the parties hereto agree as follows:

1. FUNDING

The funds to be reimbursed to the CONTRACTOR hereunder shall be a sum up to, but not to exceed fifty thousand dollars (\$50,000).

2. STATEMENT OF WORK

- a) Funds awarded under this performance-based Agreement shall be used solely for a capital improvement project at the Contractor's fair facility located at 363 Orchard Street, Walla Walla, WA 99362.
- b) The Contractor shall perform in accordance with the terms and conditions of this Agreement and the following exhibit; which, by this reference, is made a part of this Agreement:

EXHIBIT A - Application for Special Assistance Grant Funds on  
behalf of the Contractor

- c) All applicants who receive grant funds must follow applicable procurement procedures.

3. SPECIAL CONDITION(S)

During the period of this contract and for a period of three (3) years following termination of the Agreement, the Contractor agrees in consideration for the funding received under this Agreement to provide one or more of the following Community Benefits:

- a) To use the project/capital facility in public interest in the course of holding an agricultural fair as defined by RCW 15.76.110(1).
- b) To charge reasonable standard admission fees for general public admission to the agricultural fair, if applicable, and to the extent possible, provide discount or free admission to special populations such as military families, foster families, student groups, seniors, babies and toddlers.
- c) Provide for access to the fair and its exhibits and programs to persons of differing abilities.
- d) Where possible, making the fairground or fair facility available for rental at reasonable or discounted cost for educational or public programs benefitting the public interest.
- e) Provide space for charity and other nonprofit community organizations to conduct fundraising and/or educational activities.
- f) Support other local groups and programs with similar interests in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays and demonstrations designed to train youth.

4. CONTRACT PERIOD

- a) The effective date of this Agreement shall be the date of the last signature of the contracting parties.
- b) Unless terminated earlier pursuant to provisions of this contract, the termination date shall be July 31, 2015.

5. REIMBURSEMENT AND DOCUMENTATION OF MATCHING FUNDS OR IN-KIND

Upon completion of the capital improvement project, the Contractor shall provide documentation up to and including receipts to the Department which detail up to the amount to be reimbursed for the project outlined in Exhibit A in the amount stated in this Agreement, including documentation of the non-state matching requirements, if non-state matching was a part of the budget for the improvement outlined in Exhibit A. The Contractor shall provide a letter or attestation with any invoices submitted which document satisfactory performance of the agreement. Before and after photos of the project are encouraged. The Department will not reimburse invoices not accompanied by such document. **All documentation for reimbursement for final payment must be received no later than July 31, 2015 or the Contractor will not be reimbursed for the special project discussed herein. Reimbursement will not be provided for any work conducted or purchases made after June 30, 2015.**

Instead of one invoice, the Contractor may submit invoices, documentation of satisfactory performance and proper receipts for reimbursement of expenses on a more frequent basis provided it is not more than once a month.

6. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

7. EVALUATION, REPORTING AND MONITORING

- a) The Contractor shall submit written documentation to the Department by October 31, 2014, confirming that the project will be completed by June 30, 2015, if the project has not yet been completed.
- b) The Contractor shall submit documentation to the Department when the project is completed and confirming that the terms and conditions of this Agreement have been met including a report of compliance with the Community Benefit provisions of Section 3.
- c) The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this Agreement, including an on-site inspection of the capital improvement project after its completion and prior to June 30, 2015.
- d) The Department or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary,

all the Contractor's records with respect to the matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. The contractors shall retain records for a period of six (6) years following completion of the project.

8. NONDISCRIMINATION PROVISION

- a) During the performance of this Agreement, the Contractor shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to RCW 49.60, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et. seq., the Americans with Disabilities Act (ADA).
- b) In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible under this Agreement. If that be deemed the situation, the Contractor will not receive reimbursement for the capital project outlined in Exhibit A in the amount identified in this Agreement. The Contractor shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in Section 21 of this Agreement.

9. CONTRACT MODIFICATIONS

The Department and the Contractor may, from time to time, desire to make changes to this Agreement. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto prior to implementation of the changes, and that any oral understanding or agreements not incorporated herein shall not be binding.

10. TERMINATION OF AGREEMENT

- a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement and deny reimbursement of special assistance funds to the Contractor if such default or violation is not corrected within twenty (20)

days after the Department's submitting written notice to the Contractor describing such default or violation; Provided, that if more than twenty (20) days are required to correct any such default or violation and the Contractor has initiated appropriate corrective measures as reasonable determined by the Department, the Department will not terminate this Agreement for such default or violation.

- b) In the event the Contractor is unable to complete the capital project prior to June 30, 2015, in accordance with the terms and conditions as outlined in this Agreement, the Contractor will not receive reimbursement for the capital project outlined in Exhibit A in the amount stated in this Agreement.
- c) The Department has the right to terminate the Agreement by giving written notice to the Contractor at least ten (10) days before the effective date of termination. If this Agreement is so terminated, the Department is liable only for payments required under the terms of this Agreement for work completed prior to termination.

11. WAIVER

The Department's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

12. HOLD HARMLESS

- a) It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- b) This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the Department and the State of Washington are not liable for damages or claims from

damages arising from any subcontractor's performance or activities under the terms of the contracts.

13. RECAPTURE PROVISION

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Agreement, the Department reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Agreement. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Department is required to institute proceedings to enforce this recapture provision, the Department shall be entitled to its costs thereof, including reasonable attorney's fees.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any real property improved or constructed with funds awarded under this Agreement and does not assert and will not require any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that the Department may bring against the Contractor in recapturing funds expended in violation of this Agreement.

15. RELATIONSHIP BETWEEN THE PARTIES

The Contractor and its employees or agents performing under this Agreement are not deemed to be employees of the Department nor agents of the Department in any manner whatsoever, nor will they hold themselves out as nor claim to be officers or employees of the Department or of the State of Washington hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington.



16. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington.

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

17. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

18. ENTIRE AGREEMENT

This Agreement and all attachments hereto contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attachments shall be deemed to exist or to bind any of the parties hereto.

19. SIGNAGE AND MARKERS

If, during the period covered by this Agreement, the Contractor displays signs or markers or circulates any communication identifying the financial participants in the project, any such sign, marker, or communication must identify the State of Washington and the Washington State Department of Agriculture - Fairs Program as participants. The provisions of this section shall also apply to any permanent signs or markers displayed at the project site.

20. PREVAILING WAGE

The project funded under this Agreement may be subject to state prevailing wage law (RCW 39.12). The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine whether prevailing wages must be paid. If the project funded by this Agreement is subject to state prevailing wage laws, the Contractor shall comply with chapter 39.12 RCW, including requiring any contractor or subcontractor it employs to submit to the Contractor a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" as required by RCW 39.12.040. The Department is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

21. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the Department, a representative appointed by the Contractor, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

22. CHANGE OF OWNERSHIP OR USE

- a) The Contractor understands and agrees that any and all real property or facilities acquired, constructed, improved, or rehabilitated using state funds under this Agreement shall be held and used by the Contractor for a period of three (3) years following termination of the Agreement for the express purpose or purposes stated in Exhibit A or elsewhere in this Agreement.
- b) In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay to the state general fund the amount of the grant and interest as provided in Section 13.

23. HISTORICAL AND CULTURAL ARTIFACTS

Pursuant to Executive Order 05-05, in the event that historical or cultural artifacts are discovered at the project site during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer

and the state historical preservation officer at the Department of Archaeology and Historic Preservation. The Executive Order is included as Exhibit B and is by this reference incorporated into this agreement.

24. ADMINISTRATION

- a) The CONTRACTOR'S representative will be (name, address, telephone, fax, email (if available) addresses:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Tax ID No. \_\_\_\_\_

- b) The DEPARTMENT'S representative shall be:

Kelly Frost, Coordinator  
WSDA Fairs Program  
PO Box 42560  
Olympia, WA 98504-2560  
(360) 902-1802 Work  
(360) 902-2092 Fax  
email: kfrost@agr.wa.gov

IN WITNESS WHEREOF, the DEPARTMENT and CONTRACTOR have executed this Agreement as of the date and year written below.

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

Don R. Hover, Director  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY COMMISSIONERS (continued)**

**h) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes  
of County Commissioners' sessions  
of March 3 and 4, 2014
  - 2) Resolution \_\_\_\_\_ - Formalizing *- pgs 21-22*  
the position of the Board of County  
Commissioners regarding certain  
personnel costs and transferring  
budgetary responsibility for same
  - 3) Payroll action and other forms requiring  
Board approval
- i) Miscellaneous business to come  
before the Board
- j) Review reports and correspondence;  
hear committee and meeting reports
- k) Review of constituent concerns/possible  
updates re: past concerns

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

IN THE MATTER OF  
FORMALIZING THE POSITION OF  
THE BOARD OF COUNTY  
COMMISSIONERS REGARDING  
CERTAIN PERSONNEL COSTS  
AND TRANSFERRING  
BUDGETARY RESPONSIBILITY  
FOR SAME

RESOLUTION NO.

**WHEREAS**, as part of the discussions by the Walla Walla County Board of Commissioners, as the county legislative authority, during open, public meetings leading up to and culminating in the adoption of the 2014 Walla Walla County Budget, there was a consensus by the Board that, due to budgetary constraints, elected officials and department heads budgeted under the Current Expense fund should not fill employee positions until "legacy costs" or payouts (those related to personnel benefits such as Retirement, Unemployment, etc.) have been recovered in respective budgets, thereby reducing expenditures and resulting in necessary budgetary stability; and

**WHEREAS**, it was further the intent of the Board that this interim time period also be utilized to allow elected officials and department heads to carefully assess workloads and duties, to assist in determining the need level related to potential replacement employees; and

**WHEREAS**, this position was not formally adopted and has not been followed by certain of those officials with budgetary and fiscal responsibility; and

**WHEREAS**, "legacy costs" have heretofor been paid from the Current Expense Retirement Fund, Fund 13600, a fund into which Current Expense fund monies have transferred annually through the budget process, to remove this expenditure responsibility from individual Current Expense funded budgets; and

**WHEREAS**, it was estimated that funds to be paid out to employees budgeted under the Current Expense fund and who are leaving county employment in the first two months of year 2014 alone could approach \$35,000; and

**WHEREAS**, during an open, public meeting of the Board on February 24, 2014, a motion was approved that effective March 1, 2014 all "legacy" costs related to employees leaving county employment shall be borne by the respective office or department under the Current Expense budget, to formalize implementation of the Board's intent and position that all such costs associated with employees leaving county employment be "recovered" prior to new employees being hired in offices and departments funded by the Current Expense fund, in order to effect a savings to the county by not immediately filling positions until budget costs are covered; and

**WHEREAS**, on March 3, 2014, a clarifying motion was approved to make the effective date of the above action to be changed to April 1, 2014, to allow payment for accumulated leave to be paid the month following the date of the employee's date of termination of employment, in compliance with the County Personnel Policies and Operations Manual and County Resolution 02 043, and to be paid from Fund 13600; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the above outlined position shall be formally adopted and approved as a policy of the Board, and shall remain in effect until rescinded by action of the Board of County Commissioners.

**BE IT FURTHER RESOLVED** that, consistent with the February 24, 2014 approved motion, no further expenditures shall be allowed from Fund 13600 effective April 1, 2014, and that the county auditor is requested to proceed with a budget amendment to transfer the balance of funds remaining in said fund on April 1, 2014 to the Current Expense fund, Fund 010.

"Passed this 10th day of March, 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*

9:45

JOINT COMMUNITY DEVELOPMENT AGENCY

Tom Glover

a) Action Agenda Items:

- 1) Proposal 2014 03-10 WWJCDA  
Request to use county property  
(parcel number 36-07-22-14-0049  
on Tausick Way) for a county-  
sponsored tire amnesty clean-up  
event on April 5 and 6, 2014

-pgs 24-26

- b) Presentation of 2013 Annual report
- c) Agency update and miscellaneous



# MEMO

Date: 3-6-14

Proposal ID. 2014 03-10 WWJCDA

To: BOCC

From: Diane Harris

Intent – Decision Signature

Topic – Walla Walla Joint Community Development Agency use of County owned Tausick Way property for tire amnesty clean up event.

## Summary

Requesting approval for the Walla Walla Joint Community Development Agency to use County owned parcel 360722140049 for a tire amnesty clean up event on April 5 and 6, 2014. This is the property in the 300 block of Tausick Way, located southeast of the Eastgate Seventh Day Adventist Church. This event will be very similar to the event that was held at this location on April 27, 2013.

## 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 approval for the Walla Walla Joint Community Development Agency to use county owned property located on Tausick Way, parcel 360722140049, on Saturday, April 5 and Sunday, April 6, 2014 .

---

Submitted By

Disposition

Diane Harris, 03/06/14 Commissioners' Office

☐ Approved

---

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

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Signature

☐ Denied

---

BOCC Chairman

Date

---

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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## Walla Walla Joint Community Development Agency

55 E. Moore Street, Walla Walla, WA 99362 / 509.524.4710 Main

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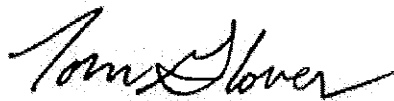
Board of County Commissioners, Walla Walla County

Gentlemen -

The Walla Walla Joint Community Development Agency would like to request to use the County's land parcel 360722140049 for a tire amnesty clean up event on Saturday and Sunday, April 5 and 6, 2014. This is the property in the 300 Block of Tausick Way across from the Mill Creek Sportsplex. It is located southeast of Eastgate Seventh Day Adventist Church. This event will be very similar to the event that was held at that site last year.

The tire events give Walla Walla County residents the opportunity to dispose of tires free of charge. The event will run from 9 a.m. to 3 p.m. and all County residents can attend. Participants will be asked to provide proof of residency by showing a valid Driver's License or utility bill statement with an address in Walla Walla County. Residents will be able to dispose of up to 10 regular-sized car, light truck, or motorcycle tires per household at each event. The tire collection events are funded by a grant from the Washington State Department of Ecology from the Waste Tire Removal Account which receives its funds from the \$1 fee that is charged on all new tires sold in Washington State.

We appreciate your consideration.



Tom Glover, Director

Curtis Likes and Nina Baston, City / County Code Compliance

WWJCDA

d)

10:00

**EMERGENCY MANAGEMENT**

**Jim Duncan**

**a) Action Agenda Items:**

- 1) Proposal 2014 03-10 EMD - *pgs 28-32*  
Bid award for Fire Fuel Mitigation  
Project Phase 2 at 316 Kooskooskie  
Road to Town & Country Tree Service  
for a project total of \$21,260.00

**b) Department update and miscellaneous**



# MEMO

Date: 03/05/14

Proposal ID. 2014 03-10 EMD

To: BOCC

From: Jim Duncan, Emergency Management Director

Intent – Award bid

Topic – Bid Award for 316 Kooskooskie Road - Fire Fuel Mitigation Project Phase 2

## Summary

Walla Walla County Emergency Management on Thursday February 20<sup>th</sup> 2014 requested bids via email from twenty companies to provide the vegetative debris removal at 316 Kooskooskie Road for the Fire Defensible Space Hazard Mitigation Project Grant. Two bids were received from:

Town & Country Tree Service, Milton-Freewater, OR bid amount \$21,260.00 (including tax)

Artistic Treeworks, Richland, WA bid amount \$49,000.00 (including tax)

## Cost

Lowest most responsible bidder is Town & Country Tree Service

## Funding

Fire Defensible Space Hazard Mitigation Project Grant

## Conclusion/Recommendation

Recommend that the BOCC grant authority for Jim Duncan to proceed with the bid award and sign a contract with Town & Country Tree Service for the vegetative debris removal at 316 Kooskooskie Road funded by the Fire Defensible Space Hazard Mitigation Project Grant.

---

Submitted By

Disposition

Jim Duncan, Emergency Management 03/05/14

\_\_\_\_ Approved

Name

Department

Date

\_\_\_\_ Approved with modifications

\_\_\_\_\_  
Signature

\_\_\_\_ Needs follow up information

\_\_\_\_ Denied

\_\_\_\_\_  
BOCC Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Requirements to Proposal

\_\_\_\_ Modification

\_\_\_\_ Follow Up

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Walla Walla County Public Works  
Small Works Roster  
Bid Request Form**

**Project Name:** 316 Kooskooskie Fire Fuel Mitigation      **Date:** 2/20/2014

**Description of Work:**

1. Clean up previously mitigated area to create a solid 50' shaded fuel break as per Guideline for Creating Defensible Space Section 4a (refer to attached Guideline) around entire Kooskooskie area on the property of 316 Kooskooskie.
2. Mitigate brush, downed and dead materials and tree branches as per Guideline for Creating Defensible Space Section 4a (refer to attached Guideline) within the 50' area.
3. Mitigate a 30' area above and around extending to 50' down slope of the structure located above 182 Kooskooskie (see attached map, diagram and pictures).
4. Remove all ground debris starting from behind 274 Kooskooskie on existing fuel break north to behind 124 Kooskooskie. This includes downed logs, unattached stumps, branches, cut pieces of wood, twigs and any loose material that may burn (see attached map, diagram and pictures) for specific areas that need detailed attention.
5. Continue fuel break on hill behind 74 and 60 Kooskooskie north to 48 Kooskooskie. There is an uprooted stump and tree to be removed in this area (see attached map, diagram and pictures).
6. Remove brush above rock outcropping above 18 Kooskooskie to complete a 50' fuel break to 8 Kooskooskie (see attached map, diagram and pictures).
7. Increase existing fuel break to at least 50' behind 274 and 242 Kooskooskie as well as behind 182 and 124 Kooskooskie (see attached map, diagram and pictures).
8. Remove brush above rock outcropping behind 10246 Mill Creek Rd. starting in grass area high on slope down and north to 60 Blue Jay Loop completing 50' fuel break (see attached map, diagram and pictures).
9. Remove down log behind 60 Blue Jay Loop in existing fuel break (see attached map, diagram and pictures).
10. In existing fuel break behind 182 Kooskooskie remove 3 small aspen trees in closest proximity to existing large fir trees (see attached map, diagram and pictures).
11. In existing fuel break behind 182 Kooskooskie ensure all brush, weeds are clipped at ground level extending North to 124 Kooskooskie (see attached map, diagram and pictures).
12. Remove downed log at bottom of fuel break behind 124 Kooskooskie. As well as downed branches and logs upslope in same area (see attached map, diagram and pictures).

13. Limb up small fir tree behind 96 Kooskooskie to 10' as well the fir tree behind 86 Kooskooskie in existing fuel break (see attached map, diagram and pictures).

14. Limb the small group of fir trees up to 10-12' in existing fuel break between 182 and 124 Kooskooskie (see attached map, diagram and pictures).

15. The map shows area of specific attention needed but entire area on map needs to be free of any debris that could potentially burn. All ground debris including sticks, brush, cut wood, logs, loose stumps etc. needs to be removed.

16. Consult property owners on location of chipped material. Do not put chipped material across road at 74 Kooskooskie Rd. The existing chip pile next to old torn down shed in front of 238 Kooskooskie may be best option.

All material, equipment, and supply costs including tax should be included in the Bid. This is a Public Works project and all contractors shall be bonded and must pay State Prevailing Wage Rate for labor. The State Prevailing Wage Rate for Landscape Construction is not applicable for this project.

Name of Company: Antastec Tree Works

Bid Amount: 49,000

The bids, clearly marked "316 Kooskooskie Fire Fuel Mitigation" must be submitted by 2:00 p.m. Monday, March 3, 2014 to the:

Walla Walla County Commissioner's office  
County Public Health and Legislative Building  
314 West Main Street  
Walla Walla, WA 99362

No bids will be accepted after the due date. Bids may be hand-delivered or faxed (509-524-2512) or emailed ([wwccommissioners@co.walla-walla.wa.us](mailto:wwccommissioners@co.walla-walla.wa.us)).

Bid Award Date: March 10, 2014

Contract Signed: March 11, 2014

All work must be completed by: June 30, 2014

Contact: Jim Duncan

Walla Walla County Emergency Management: (509) 524-2900 Fax (509) 524-2910

On Feb 20, 2014, at 2:08 PM, Jim Duncan <[jduncan@co.walla-walla.wa.us](mailto:jduncan@co.walla-walla.wa.us)> wrote:

Walla Walla County Emergency Management is requesting bids for a fire fuel mitigation project. I attached a tree, limb, brush, and debris removal fire fuel mitigation project bid request form with the scope of work, diagrams, maps, pictures and the referenced Guidelines for Creating Defensible Space. I also attached the Walla Walla Small Works Roster





10:30

**PUBLIC WORKS DEPARTMENT**

**Randy Glaeser**

**a) Bid Opening:**

- 1) Aggregate for Bituminous Surface Treatment

**b) Public Hearing:**

- 1) To consider franchise application of Craig Nelson

**c) Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Application of Craig Nelson for a franchise to construct, operate, and maintain a utility system within the County road right of way, in Walla Walla County, Washington *pg 34*
- 2) Resolution \_\_\_\_\_ - Bid award for an Asphalt Melter/Applicator/ Crack Sealer *pgs 35-36*

- d) Department update and miscellaneous** *pg 37*

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

IN THE MATTER OF THE  
APPLICATION OF CRAIG NELSON  
FOR A FRANCHISE TO  
CONSTRUCT, OPERATE, AND  
MAINTAIN A UTILITY SYSTEM  
WITHIN THE COUNTY ROAD  
RIGHT OF WAY, IN WALLA  
WALLA COUNTY, WASHINGTON

RESOLUTION NO.

**WHEREAS**, Craig Nelson has requested a franchise to construct, operate, and maintain a utility system within the public right of way; and,

**WHEREAS**, any significant modification or any extensions of said system shall be approved by Public Works prior to construction; and,

**WHEREAS**, March 10, 2014, was the date set for holding a public hearing to consider said application; and,

**WHEREAS**, the Notice of Hearing was advertised and posted as prescribed by law; and,

**WHEREAS**, said Hearing was held on the date advertised; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that Franchise No. 412 be granted to Craig Nelson.

Passed this 10<sup>th</sup> day of March, 2014 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

Attest:

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

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

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

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

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

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

IN THE MATTER OF A BID AWARD  
FOR AN ASPHALT  
MELTER/APPLICATOR/CRACK  
SEALER }

RESOLUTION NO.

**WHEREAS**, as advertised, a bid opening was held on March 3, 2014 for an Asphalt Melter/Applicator/Crack Sealer, with the following bids opened and read publicly:

- |  |             |
|--|-------------|
| 1) Special Asphalt Products<br>Spokane, WA         | \$42,950.00 |
| 2) Arrow Construction Supply<br>Spokane Valley, WA | \$45,925.00 |
| 3) Phoenix Asphalt Maintenance Inc.<br>Bend, OR    | \$52,808.00 |

and

**WHEREAS**, the low bid as submitted was determined to be non-responsive, as it did not meet certain minimum bid specification requirements as outlined in the attached memo dated March 3, 2014; and

**WHEREAS**, the second lowest bid met the minimum specification requirements; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the bid be awarded to Arrow Construction Supply for the bid price of \$45,925.00.

Passed this 10<sup>th</sup> day of March, 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

3 March 2014

**Asphalt/Melter/Applicator/Crack Sealer**

Walla Walla County received three bids for Asphalt Melter/Applicator/Crack Sealer.

Phoenix Asphalt Maintenance Inc. – Stepp OJK-H-275 – \$52,808.00 – Meets Specifications

Arrow Construction Supply – Crafcro SS250D – \$45,925.00 – Meets Specifications

Special Asphalt Products – Cimline Mfg. Magma GEN IV 230DH – 42,950.00 – Does not meet Specifications.

The Cimline product is the lowest bid; however it does not meet the following required specifications: No fire extinguisher, no tool box, no overnight heaters, no engine cover, no safety beacon, externally mounted material pump, continuous material pump operation, in-line valve for material delivery, and side mounted machine controls. Adding the individual items not included in the proposed model offered by Special Asphalt Products would result in a machine cost substantially higher than the model offered in the sealed bid.

Individually many of these items are non-material to the bid but taken as a whole the machine does not meet the specifications developed by the county for the purchase of a machine that will most efficiently, safely and cost-effectively meet the needs of the county road crews.

Finally the bidder did not clearly identify and propose alternatives to the individual specifications outlined in the bid specification packaged the Cimline GEN IV 230DH did not meet. For these reasons the Special Asphalt Products bid proposal for the Cimline GEN IV 230DH is deemed non-responsive.

Recommendation is for the purchase of the Craftco SS250D as bid by Arrow Construction.

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 6 March 2014

Re: Director's Report for the Week of 3 March 2014

**Board Action: 10 March 2014**

**Hearing:**

In the Matter of the Application of Craig Nelson for a Franchise to Construct, Operate and Maintain a Utility System within the County Road Right of Way, in Walla Walla County

**Bid Opening:**

In the Matter of a Bid Opening – Aggregate for Bituminous Surface Treatment

**Resolutions:**

In the Matter of Adopting the Application of Craig Nelson for a Franchise to Construct, Operate and Maintain a Utility System within the County Road Right of Way, in Walla Walla County

In the Matter of a Bid Award – Asphalt Melter/Applicator/Crack Sealer

**ENGINEERING:**

- Mill Creek Forest Highways Project: Consultant working on design and ROW plans.
- Taumarson Road: Reviewing impacts to property owners and completing preliminary funding estimates for ROW required by WSDOT before acquisition can begin.
- Petty Bone Bridge: Drafting plans.
- Walter Bridge: Acquiring ROW, minor drafting left to complete.

**MAINTENANCE:**

- Crews conducting routine maintenance.

**ADMINISTRATION:**

- Conducted monthly Foremen's meeting.
- Attended WWVMPO meeting.
- First Aid training underway.
- Conducted Taumarson Road Project public meeting.

10:45

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

11:00

**PERSONNEL/RISK MANAGER**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

**11:15 COUNTY COMMISSIONERS**

- a) Miscellaneous or unfinished business to come before the Board
- b) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), to complete employee personnel evaluation

**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.*