

AGENDA

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, SEPTEMBER 15, 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) **Consent Agenda Items:**

- 1) Resolution _____ - Minutes of County Commissioners' sessions of September 8 and 9, 2014
- 2) Resolution _____ - Formalizing closure of petty cash and advance travel funds utilized by the Department of Human Services
- 3) Resolution _____ - Additional Contract for Indigent Legal Services (Flores)
- 4) Execute Limited Public Works Contract with Harry Johnson Plumbing & Excavating, Inc., for nuisance abatement projects at 2344 Old Milton Highway
- 5) County warrants as follows: 4156034 in the amount of \$20,800.79 (payroll draw taxes); 4036819 through 4036902 totaling \$65,806.87 (Fair payroll); 4156036 through 4156041 totaling \$26,926.24 (Fair payroll benefits and deductions)
- 6) Payroll action and other forms requiring Board approval

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— Pages 14-22

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF FORMALIZING
CLOSURE OF PETTY CASH AND
ADVANCE TRAVEL FUNDS
UTILIZED BY THE COUNTY
DEPARTMENT OF HUMAN
SERVICES

RESOLUTION NO.

WHEREAS, pursuant to Walla Walla County Resolutions 88 270 and 01 030, a petty cash fund for the Department of Human Services in the amount of \$500 was established and formally continued; and

WHEREAS, pursuant to Walla Walla County Resolutions 02 362 and 07 156, said petty cash fund was increased to \$1,500 and then \$2,500 respectively, to be added to the checking account for the department as outlined in said Resolutions; and

WHEREAS, pursuant to Walla Walla County resolution 03 068, a revolving fund, formally identified as the Walla Walla County Human Services Advance Travel Revolving Fund, was established, in the amount of \$2,000.00 (two thousand dollars), and pursuant to Walla Walla County resolution 03 291, approval was granted to increase said fund to total \$4,000; and

WHEREAS, effective June 30, 2014 the Walla Walla County Department of Human Services (aka Human Services Department) merged with the County Public Health Department, to create a new and separate Community Health Department, with the Department of Human Services ceasing to exist; and

WHEREAS, via email dated August 5, 2014 from Barbara Ferraro, Accounting Technician II and employee of the Walla Walla County Department of Human Services, \$2,000 in petty cash funds were returned to the County Treasurer's office and the checking account utilized for these funds was closed; and

WHEREAS, notification was received on August 26, 2014 via email from Ms. Ferraro that the petty cash fund balance of \$500 and the advance travel fund balance of \$4,000 referenced above were returned to the County Treasurer's office; and

WHEREAS, Dr. Harvey Crowder, who was serving as interim director of the Department of Human Services, and County Treasurer Gordon Heimbigner, have confirmed the above information and return of the funds to the County Treasurer's office to complete the closures; and

WHEREAS, for accounting and auditing purposes, there is a need to formally close the advance travel fund and petty cash fund and checking accounts for the Department of Human Services; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the Department of Human Services Advance Travel Fund and the petty cash fund shall be formally designated as closed and the above referenced information shall serve as a final accounting of same.

"Passed this 8th day of September, 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 AN
ADDITIONAL CONTRACT
FOR INDIGENT LEGAL
SERVICES 2014 (FLORES)

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, 14 015, 14 045, and 14 129, contracts for said legal services were approved with various attorneys; and

WHEREAS, in a letter dated July 31, 2014, Jamie Lewellyn, one of the contracted attorneys, provided 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, two attorneys expressed an interest in providing these services, and after consultation with the Superior Court Judges, 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 Sandy Flores; 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 September 15, 2014.

"Passed this 15th day of September, 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 15th day of September, 2014
between Walla Walla County, Washington, a municipal corporation, hereinafter referred to as "the
County", and Sandy Flores, 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 September 15, 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 September 15, 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:

☐ a. (i) **Superior Court Criminal Cases.** In fourteenths (/14's) of all
Superior Court felony cases for the contract term (excluding murder); provided however, that in
the event that the number of all Superior Court Criminal appointments for the Attorney reaches
appointments per year for the term of the contract for cases actually filed by the County
Prosecutor, the Attorney's obligation to provide representation in criminal matters shall have been
Indigent Legal Services 2014

fulfilled for the entire contract year, and full payment shall be made by the County for the duration of the contract term. This is based on a "cap" of _ fourteenths of _ appointments per year for all attorneys providing representation in indigent adult criminal appointments in Superior Court for new felony cases filed during the contract term. The total amount of compensation for the contract period for this portion of the contract shall be \$[] for year 2014 (see "compensation" information, pages 2 and 3 of this Contract) provided, however, that the Attorney shall be reimbursed at the rate of _____ per case for year 2014 (see "compensation" information, pages 3 and 4 of this Contract) for appointments for cases filed by the County Prosecutor after the "cap" of ____ filed appointments per year has been reached. In no event shall the Attorney receive more than 150 felonies per year.

In addition to the above, the County shall pay to Attorney the sum of \$47.37 per hour, or such greater amount as is provided by the State of Washington, for all cases involving representation of inmates charged with crimes at the Washington State Penitentiary, upon and after submitting the appropriate itemization to the County for the actual hours expended.

() a. (ii) **Additional Compensation for Murder Cases.** In addition to the above compensation, the County shall pay to the Attorney for each appointment to a Murder in the First (non-aggravated) or Murder in the Second Degree case a flat fee of \$5,000.00 plus a per diem payment of \$425.00 for each day of trial, if any. In addition to the above compensation, the County shall pay to the Attorney an hourly rate of \$70.00 per hour for appointments to any aggravated First Degree Murder cases for each hour actually expended on such cases. Requests for reimbursement shall first be submitted to the Superior Court for approval of actual hours and costs expended.

In the event the Attorney shall designate any other attorney responsible for Murder cases, the Attorney shall provide a satisfactory assurance of availability, and submit a copy of an executed agreement with the designated attorney that the designated attorney will perform the obligations of this contract without raising any issue of compensation with the County.

In no event shall the Attorney receive more than one (1) Active Death Penalty trial court case at a time. At such time, the Attorney shall undertake those non-death penalty cases that are compatible with the time demand of the death penalty case and consistent with the professional requirements of Standard 3.2 of the Standards for Indigent Defense.

() b. **Superior Court Probation, Community Supervision Violations and Sentence Modifications.** In _____ fourteenths (_____/14's) of all adult criminal probation,

community supervision violations, and sentence modifications in Superior Court, including allegations of failing to pay monetary obligations and failing to notify the Department of Corrections of the defendant's address. The total amount of compensation for the contract period for this portion of the contract shall be \$_____ for contract term. In no event shall the Attorney receive more than 250 cases per year.

() **c. Superior Court Juvenile Department Criminal Cases.** In _____ percent (_____ %) of the Walla Walla County Superior Court juvenile department criminal proceedings, including criminal charges, probation violations and sentence modifications. In no event shall the Attorney receive more than 250 cases per year.

() **d. Mental Health Hearings.** In _____ percent (_____ %) of the Walla Walla County Superior Court mental illness hearings. In no event shall the Attorney receive more than 250 cases per year.

(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 \$ 8,563.95 for contract term (**3.5 Months**). In no event shall the Attorney exceed more than 80 open cases.

() **f. District Court Criminal Cases.** In _____ percent (_____ %) of the Walla Walla County District Court misdemeanor matters, including show cause, probation violation, sentence modification hearings, and appeals of District Court rulings in Superior Court.

() **g. Alcohol/Substance Abuse Commitments.** In _____ percent (_____ %) of the Walla Walla County alcohol or substance abuse commitment hearings. In no event shall the Attorney receive more than 250 cases per year.

() **h. Child Support Contempt Proceedings.** In _____ percent (_____ %) of the Walla Walla County Superior Court proceedings for contempt for failure to pay child support. The Attorney shall be compensated at a rate not to exceed \$50.00 per hour for up to seven (7) hours per case. Requests for reimbursement shall first be submitted to the Superior Court for approval of actual hours and costs expended. In no event shall the Attorney receive more than 400 cases per year.

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() i. **Superior Court Truancy Contempt Proceedings, Child in Need of Services Petitions, and At-Risk Youth Petitions.** In _____ percent (____ %) of the Walla Walla County Superior Court juvenile department truancy Contempt proceedings, child in need of service petitions, and at-risk youth petitions. This subsection shall be subject to review and funding may be based upon the availability of state appropriations. In no event shall the Attorney receive more than 250 cases per year.

() j. **Parents in Family Therapeutic Court Cases in Dependency Proceedings.** In One Hundred percent (____%) of the Family Therapeutic Court cases the attorney shall represent the parents in family therapeutic court cases in Walla Walla County Superior Court dependency proceedings. The total amount of compensation for the contract period for this portion of the contract shall be \$_____ 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 c., d., e., f., g, h, i and j. of the contract shall be \$8,563.95 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 **\$8,563.95**, as provided herein. Payment shall be made in **four installments** for the **remainder of the year (one half month, then three full months)**. 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: **P.O. Box 2338, 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

Indigent Legal Services 2014

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 Indigent Legal Services 2014

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; 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

Sandy Flores Sandy Flores

WSBA#

45460

Federal Tax Id. No.

47-1503581

Dated this

10th

day of

September

, 2013/4

**WALLA WALLA COUNTY,
STATE OF WASHINGTON
LIMITED PUBLIC WORKS CONTRACT**

THIS CONTRACT, made this 15th day of September, 2014, by and between Walla Walla County, hereinafter called "County", and Harry Johnson Plumbing & Excavating, Inc., hereinafter called "Contractor", **WITNESSETH:**

WHEREAS, The County has desires to enter into a contract with Contractor to perform certain labor and furnish certain materials for bids awarded for work identified under the Scope of work as projects 1, 2, and 3, pursuant to a request for quotes from the Walla Walla Joint Community Development Agency dated August 8, 2014 for work at 2344 Old Milton Highway, Walla Walla, Walla Walla County, Washington as per plans and specifications and proposal attached hereto,

THE CONTRACTOR AGREES AS FOLLOWS:

1. To comply with the special terms and conditions attached hereto and incorporated herein by reference.
2. To furnish all labor, materials, equipment, permits, etc., necessary or required and to perform all the work necessary or incidentally required for that part of the construction of the aforesaid project per the special terms and conditions attached hereto and incorporated herein by reference.
3. To complete all of the work specified in the attached plans and specifications within 30 calendar days after the date of this agreement.
4. To pay for all materials, skill, labor and equipment, etc., used in or in connection with the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the County from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the County when and if required, that they have complied with the above requirements.
5. To begin work herewith contracted for as directed by the County, and to be carried out with speed and dispatch so as not to delay the progress of the job. Contractor to clean up after his work, and if this is not done expeditiously, after notification by the County, said clean up may be done by the County and charged to the account of the Contractor.
6. To proceed with the work and to abide by the County's decision as to the allotment of all storage and working space on the project.
7. That no extension of time of performance of this contract shall be recognized by the County without the County's written consent provided to the Contractor.
8. To pay for any expense the County may suffer as a result of the Contractor's failure through causes within said Contractor's control to carry out the provision of this agreement.
9. **Indemnification and hold harmless.** Each party shall defend, indemnify and hold harmless the other party, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the actions performed by the indemnifying party, its agents, employees, or subcontractors pursuant to this Contract.

10. Insurance. Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Contract:

a) Comprehensive General Liability Insurance policy (the "Policy") with limits of no less than one million dollars (\$1,000,000.00) per occurrence, including but not limited to, general aggregate, products, completed operation, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage. This may be in the form of a combined single limit policy.

b) Workers Compensation insurance in accordance with the State of Washington Labor Code.

11. To adequately and properly protect the work to be performed hereunder, to be responsible for damages to persons and property occasioned by its failure to do so, to be responsible for any defective or improper work or material caused by its failure to do so, it being understood that the standards of protection shall not be less than those specified in the general contract or required by law.

12. To not assign this contract, or sublet the same, or any part thereof covering work to be performed at the site of the project named in this agreement, and not to assign any payments hereunder without first obtaining the written consent of the Owner.

13. To be bound by the terms of the contract with the County, general conditions, special conditions and specifications and addenda, and to conform to and comply with the drawings and specifications and addenda and to furnish such shop drawings or samples as may be required.

14. To comply with RCW 39.12 - Prevailing wages on public works: All workmen for the Contractor and subcontractors shall provide "intent to pay prevailing wages" forms prior to invoice payments and provide complete "affidavit of wages paid" forms before retained funds are released. The Contractor shall contact the Department of Labor & Industries, Industrial Statistician, and pay all applicable fees required.

15. That the County shall have the right to order, in writing, the deletion or addition of the parts of the work, or materials as omitted from or added to the general contract on the above-named contract price for such omitted or added work or materials; that no extra work shall be allowed or changes made by the Contractor, or paid for by the County unless authorized by the Owner in writing before the work and/or changes are begun. The work shall not be invoiced until a fully authorized "change order" has been processed.

16. Pursuant to RCW 39.08.10, the County waives the performance and surety bond requirements of Chapter RCW 39.08 and the retainage requirements of chapter RCW 60.28, and instead shall, in lieu of the bond, retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

17. To guarantee his work against all defects of materials or workmanship, as called for in the plans, specifications and addenda for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

18. That if notification of any claims have been made against the Contractor arising out of labor or materials furnished the project covered by this agreement, or

otherwise on account of any actions or failures to act by the Contractor in the performance of this agreement, the County may, at its discretion, withhold such amounts otherwise due or to become due hereunder, to cover said claims and any costs or expenses arising, or to arise, in connection therewith pending legal settlement thereof, subject to the limitations of RCW 39.08.010 and 60.28.010. This right of the County shall not be exclusive of any other rights of the County herein or as provided by law.

19. That in case the Contractor shall fail to correct, replace or re-execute faulty or defective work done and/or materials furnished under this contract as required by the County, or shall fail to complete or diligently proceed with this contract within the time provided herein, or of the Contractor or any subcontractor shall be unable to proceed with the work because of any action by one or more employees of the Contractor or by a person or labor organization purporting or attempting to represent any employee of the Contractor, the County, upon notice to the Contractor, shall have the right to correct, replace or re-execute such faulty or defective work, or to take over this contract and complete same, and to charge the cost thereof to the Contractor, together with any damages suffered by the County, and any delays caused in the performance of this contract.

20. That in case of default on the part of the Contractor under the terms of this agreement, the material and equipment of the Contractor shall be left on the job for the use of the County in completing the work covered by the terms of this agreement.

21. To comply with all federal and state laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all costs and expenses connected with such compliance, to pay all fees, permits and taxes, including sales and use taxes, on all goods and services purchased by the Contractor, and also to pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and hold the Owner harmless from any and all loss or damage occasioned by the failure of the Contractor to comply with the terms of this clause.

22. It is understood and agreed that the Contractor named herein will have equipment, labor and supplies on this project and that the use thereof by the Contractor must, at all times, comply with all local, state and federal regulations respecting safety rules, OSHA and WISHA regulations and any and all others applicable, and levied, assessed or extracted from the general Contractor herein, and the Contractor hereby agrees to reimburse and hold harmless the County on account of such claim, fine or penalty which may be paid by the general Contractor which arises out of or is due to any action on the part of the Contractor, its agents, employees, suppliers or subcontractors.

23. Disputes pertaining to this contract shall be resolved in accordance with the American Arbitration Association "Construction Industry Arbitration Rules".

24. To pay all royalties and license fees, and further agrees to defend all suits or claims for infringement of any patent rights involved in the work of the Contractor under this agreement, and further agrees to save the County harmless from loss, cost or expense on account of such use or infringement by the Contractor.

25. The Contractor shall make an assignment of the work to the proper craft in accordance with decisions of record or in accordance with the prevailing practice in the locality of the job. In the event there is a possibility of work stoppage over a dispute of assignment the County shall be notified.

26. In the event the contract herein is based upon a unit price, it is understood and agreed that any quantities mentioned are approximate only and are subject to final determination based upon final quantities according to conditions that may be stipulated in the plans and specifications, or upon such quantities as may be determined by the County. Such adjustments shall be authorized by written change order only.

27. The Contractor shall be an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

28. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

WALLA WALLA COUNTY AGREES AS FOLLOWS:

1. To employ, and does hereby employ, the Contractor to do the work described in paragraph 2 hereof, subject to the provisions of this agreement.

2. To pay the Contractor for the full, faithful and prompt performance of this general agreement, subject to all of the terms and conditions hereof, the sum of thirteen thousand five hundred forty four and 02/100's Dollars (\$13,544.02), including state sales tax.

3. Except as provided in Paragraph 16, to pay the Contractor with 30 calendar days upon receipt of a properly prepared voucher, which claims the correct amount of labor, materials, equipment, etc., provided and concurred by the County.

4. That the failure of the County to make payments as and when herein provided shall, in addition to all other rights, entitle the Contractor to suspend all work and shipments during the continuance of such default on the part of the County, and shall further entitle the Contractor to an extension of time for the performance of the work covered by this agreement for the period for which the work was suspended.

THIS AGREEMENT constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

IN WITNESS WHEREOF, the County and Contractor have set their hands and seals the day and year above written.

CONTRACTOR

By: Carol S Johnson
Contractor

Registration No. HARRY LP 935 BK

9/10/2014
Date of Signing

BOARD OF COUNTY COMMISSIONERS IN
AND FOR WALLA WALLA COUNTY

James K. Johnson, Chairman

Perry L. Dozier, Commissioner

Gregory A. Tompkins, Commissioner

Date of Signing

Attest:

Clerk of the Board

Approved as to Form:

Jesse Nulte deputy
Prosecuting Attorney

Resolution about Authority

Harry Johnson Plumbing and Excavation, Inc.

WHEREAS, Mark Johnson is the owner of all shares of the above-named corporation; and,

WHEREAS, the board of directors consists of two directors, Mark Johnson and Carol Johnson; and,


WHEREAS, the officers of the corporation are: Mark Johnson, President and Treasurer, and Carol Johnson, Vice President and Secretary; and,


WHEREAS, after proper notice being given, a shareholder and director meeting was held on the below date at the principal place of business of the corporation, and a vote was held approving the resolution herein unanimously;

It is hereby resolved that:

1. Mark Johnson and Carol Johnson are both designated and authorized to execute any document on behalf Harry Johnson Plumbing and Excavation, Inc.
2. Mark Johnson and Carol Johnson are designated jointly and severally. This means that *either one* or both of them may sign – there is no requirement that both signatures be present.
3. The above grant of agency authority specifically includes but is not limited to the authority to:
 - a. Sell vehicles and personal property.
 - b. Sign checks, make deposits, make withdrawals, lend money, borrow money, and otherwise enjoy plenary power over all banking activities for corporate purposes.
 - c. Sign contracts, proposals, purchase orders, bids, performance and payment bonds, and other legal documents related to the business of Harry Johnson Plumbing and Excavation, Inc.

Signed this 15th day of May, 2012.


Mark Johnson, President, Treasurer,
Director, and sole shareholder

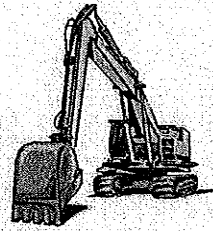

Carol Johnson, Vice President, Secretary,
and Director

Harry Johnson Plumbing & Excavation, Inc.

605 Foster Rd.
Walla Walla, WA 99362

Phone: (509) 525-7203
Fax: (509) 529-2382

carol@hjpe.com



Licensed in Washington - Oregon - Idaho - Wyoming

To: <u>Walla Walla Joint Community Development Agency</u>	Contact: _____
Address: <u>55 E. Moore Street</u>	Phone: _____
<u>Walla Walla, WA 99362</u>	Fax: <u>509-524-4730</u>
Project Name: <u>Secure Structures</u>	Bid Number: <u>1</u>
Project Location <u>2344 Old Milton Highway, Walla Walla, WA 99362</u>	
Bid Date: <u>08/15/2014</u>	

Ln#	Item#	Item Description	Est Qty	Unit	Unit Price	Total Price
		Secure all open and unsecured buildings; house, well house pole building/garage on the property. Board up all windows and doors using 1/2 inch plywood to secure all doors and windows, making sure not to damage the structures any further.				\$ 4,680.00
					Sales Tax (8.7%)	407.16
					Total	\$ 5,087.16

Notes:

- Includes: Labor, equipment and quality control to complete the terms of work listed above.
- Excluded: Engineering, Surveying, Staking, Traffic Control, Saturday and Sunday work, and any other work not expressly listed above.
- This quote includes 1 mobilization; additional mobilizations (if required) will be at a negotiated price.
- Work to be completed during favorable weather and per a mutually approved construction schedule.
- Upon Acceptance of the terms of this proposal, sign, date, and return to Harry Johnson Plumbing & Excavation, Inc. at 509-529-2382 or via email to carol@hjpe.com. Please include a copy of your resellers' permit. In the absence of a resellers' permit, applicable sales tax will be charged.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance

CONFIRMED:

Authorized Signature: _____

Harry Johnson Plumbing & Excavation, Inc.

509-525-7203

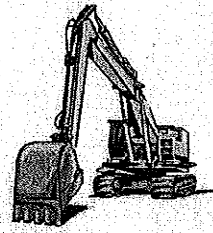
carol@hjpe.com

Harry Johnson Plumbing & Excavation, Inc.

605 Foster Rd.
Walla Walla, WA 99362

Phone: (509) 525-7203
Fax: (509) 529-2382

carol@hjpe.com



Licensed in Washington - Oregon - Idaho - Wyoming

To: <u>Walla Walla Joint Community Development Agency</u>	Contact: _____
Address: <u>55 E. Moore Street</u>	Phone: _____
<u>Walla Walla, WA 99362</u>	Fax: <u>509-524-4730</u>
Project Name: <u>Clean Up Garbage</u>	Bid Number: <u>2</u>
Project Location <u>2344 Old Milton Highway, Walla Walla, WA 99362</u>	
Bid Date: <u>08/15/2014</u>	

Ln#	Item#	Item Description	Est Qty	Unit	Unit Price	Total Price
		Clean up all garbage/rubbish; paper, plastic, metal, wood, tree limbs, brush, etc. around the property and inside the pole building/garage. Dispose of all garbage and rubbish at the City/County landfill.				\$ 3,860.00
					Sales Tax (8.7%)	335.82
					Total	\$ 4,195.82

Notes:

- Includes: Labor, equipment and quality control to complete the terms of work listed above.
- Excluded: Engineering, Surveying, Staking, Traffic Control, Saturday and Sunday work, and any other work not expressly listed above.
- This quote includes 1 mobilization; additional mobilizations (if required) will be at a negotiated price.
- Work to be completed during favorable weather and per a mutually approved construction schedule.
- Upon Acceptance of the terms of this proposal, sign, date, and return to Harry Johnson Plumbing & Excavation, Inc. at 509-529-2382 or via email to carol@hjpe.com. Please include a copy of your resellers' permit. In the absence of a resellers' permit, applicable sales tax will be charged.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance

CONFIRMED:

Authorized Signature: _____

Harry Johnson Plumbing & Excavation, Inc.

509-525-7203

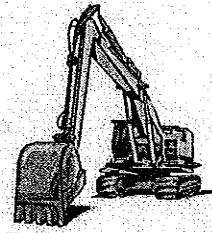
carol@hjpe.com

Harry Johnson Plumbing & Excavation, Inc.

605 Foster Rd.
Walla Walla, WA 99362

Phone: (509) 525-7203
Fax: (509) 529-2382

carol@hjpe.com



Licensed in Washington - Oregon - Idaho - Wyoming

To: Walla Walla Joint Community Development Agency Contact: _____
Address: 55 E. Moore Street Phone: _____
Walla Walla, WA 99362 Fax: 509-524-4730
Project Name: Abate Vegetation Bid Number: 3
Project Location 2344 Old Milton Highway, Walla Walla, WA 99362
Bid Date: 08/15/2014

Ln#	Item#	Item Description	Est Qty	Unit	Unit Price	Total Price
		Abate all overgrown vegetation; lawn and tall weeds at the entrance to the residence, the yard surrounding the house, and the back acreage				\$ 3,920.00
					Sales Tax (8.7%)	341.04
					Total	\$ 4,261.04

Notes:

- Includes: Labor, equipment and quality control to complete the terms of work listed above.
- Excluded: Engineering, Surveying, Staking, Traffic Control, Saturday and Sunday work, and any other work not expressly listed above.
- This quote includes 1 mobilization; additional mobilizations (if required) will be at a negotiated price.
- Work to be completed during favorable weather and per a mutually approved construction schedule.
- Upon Acceptance of the terms of this proposal, sign, date, and return to Harry Johnson Plumbing & Excavation, Inc. at 509-529-2382 or via email to carol@hjpe.com. Please include a copy of your resellers' permit. In the absence of a resellers' permit, applicable sales tax will be charged.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance

CONFIRMED:

Authorized Signature: _____

Harry Johnson Plumbing & Excavation, Inc.

509-525-7203

carol@hjpe.com

22

COUNTY COMMISSIONERS (continued)

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

9:45

DEPARTMENT OF COMMUNITY HEALTH

Harvey Crowder

a) Consent Agenda Items:

- 1) Resolution _____ - Contract
between the WA State Department
of Health and Walla Walla County
(Amendment 16 to 2012 - 2014
Consolidated Contract)

b) Department update and miscellaneous

— Pages 25-27

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER IN THE
MATTER OF CONTRACT
BETWEEN THE WASHINGTON
STATE DEPARTMENT OF
HEALTH AND WALLA WALLA
COUNTY

RESOLUTION NO.

WHEREAS, the Washington State Department Health has proposed contract Amendment 16 with Walla Walla County for the 2012 - 2014 Consolidated Contract with the Walla Walla County Health Department; and

WHEREAS, the amended contract benefits the citizens of Walla Walla County; and

WHEREAS, the County Prosecuting Attorney and Risk Manager have reviewed said amendment; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said contract amendment, and authorize County Director of Community Health, Dr. Harvey R. Crowder, to sign the same.

*"Passed this **15th day of September, 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 DEPARTMENT OF COMMUNITY HEALTH

314 West Main Street • Walla Walla, WA 99362

Main Telephone: (509) 524-2650 • Confidential Fax: (509) 524-2642 • Main Fax: (509) 524-2678

MEMORANDUM

To: The Walla Walla County Board of County Commissioners
From: Harvey R. Crowder
Director, Community Health
Date: September 15, 2014
Subject: Amendment 16 to 2012-2014 Washington Department of Health Consolidated Contract

This amendment provides an increase of \$95,481 for a revised maximum consideration of \$1,642,935.

- Adds \$25,868 to the emergency preparedness program for the period of July 1, 2014 to December 31, 2014
- Adds \$16,819 to the Maternal and Child Health Block Grant for the period of October 1, 2014 to December 31, 2014.
- Adds \$52,794 to the WIC Nutritional Support and Breast Feeding programs for the period of October 1, 2014 to December 31, 2014

RECOMMENDATION:

The Walla Walla County Board of County Commissioners approve the acceptance of Amendment 16 to the 2012-2014 Consolidated Contract and authorize the Public Health Administrator to sign.

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**WALLA WALLA COUNTY HEALTH DEPARTMENT
2012 – 2014 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: C16906

AMENDMENT NUMBER: 16

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and WALLA WALLA COUNTY HEALTH DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
 - ☒ Adds Statements of Work for the following programs:
 - Emergency Preparedness & Response - Effective July 1, 2014
 - ☒ Amends Statements of Work for the following programs:
 - Maternal & Child Health Block Grant - Effective January 1, 2013
 - WIC Nutrition Program - Effective January 1, 2012
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-16 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-15 Allocations as follows:
 - ☒ Increase of **\$95,481** for a revised maximum consideration of **\$1,642,935**.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.
3. Exhibit C-10 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-9.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

WALLA WALLA COUNTY HEALTH DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Date

Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

10:00

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

a) Department update and miscellaneous

- Pages 29-30



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

Sept 15, 2014

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues for the Board.

None

Components (Main infrastructure)

Hardware

- 7 More PC's likely to be ordered by Auditor
- Laptops are next

Software

- No issues

Security/Viruses

- No issues

Network

- Remote Access Test –
 - Testing ran into an issue with security certificates.

Other Projects

• **Budget /Assets**

- Facilities found a quite a few technology items for surplus which were not on our inventory. This is frustrating.
- Budget has been published for departments etc.
- Have not identified the tech refresh for next year
- Working on a plan to replace PC's and Laptops and some servers.
 - Doing this on the fly based on the last plan until the rest of the "end of life" dates are determined for servers, network gear, UPS devices etc...
 - Do we need to have discussions about future planning for replacement of fiber and creating funds to replace certain software such as Assessor/Treasurer – EDEN etc.
 - At some point the maintenance investments will make replacing the software very attractive.

• **Auditor Fiber Upgrade**

- I think now Charter has everything they need. Guessing they will start within 60-90 days.

• **Assessor/Treasurer software upgrade**

- Vendor is working on some items that still need to be delivered
 - There are some key items they need to finish.
 - Treasurer piece is complete

- Assessor advises that TA is working to resolve some issues
 - We are working on a timeline as well for project completion
- **Planning Department**
 - Have begun discussions with the Software Vendor to get a handle on licensing and specifications to host at the county.
 - Will be on a phone conversation with the software vendor to go over details of moving the database
 - Tom Glover has a list of inventory. I have not seen the list, so not positive what to plan for just yet.
- **Walla Walla County Policy on Information Technology and Use of Resources**
 - I have an edited version to review
 - Now getting some new Criminal Justice Information System (CJIS) security information
- **Clerk's Office**
 - No longer an early adopter
 - Will return to converting Clerks info to a local application.
- **Superior Court 1-2 Updates**
 - Four Projects
 - (1) Audio/Dictation/Recording
 - a. I have the requirements
 - b. We had an onsite JAVS demo last week
 - (2) Sound reinforcement
 - a. Met with EVCO to get Sound and Video wiring requirements
 - b. Now have the video needs from the Judges
 - (3) Projection system – Met with WSP on possible Video Arraignment Solution
 - a. EVCO is to set up a local onsite visit to see some new projection technology
 - b. Still being installed at one of the High Schools
 - c. Once we have this, we can start writing the requirements for a small works project to stage wiring.
 - (4) Working with WS Penitentiary on remote video conferencing
 - a. Looking at a low cost solution (WebEx)
 - b. Visual recording
 - First part of this project will stage the wiring for video feeds as well
- **Public Record Requests Last 2 Weeks**
 - 0 = Requests received
 - 0 = Went the departments
 - 0 = Completed
 - 0 = Total Open
 - 0 = Being handled by the PRO
 - Records Retention Training – being developed as time allows
 - Email scenarios are being developed
 - Have begun identifying PC's to repurpose for the training

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

----- Definitions

None

10:15

COUNTY COMMISSIONERS

- a) Presentation by County Sheriff John Turner regarding New World Systems upgrade project (for emergency dispatch)

*no documents provided
- will be oral presentation*

a) Public Hearing:

- 1) To consider request from Legrow Water District for a franchise for a utility system

b) Action Agenda Item:

- 1) Resolution _____ - Adopting a franchise for Legrow Water District to construct, operate, and maintain a utility system within the county road right of way in Walla Walla County, Washington

- Page 33

c) Consent Agenda Items:

- 1) Resolution _____ - Signing an Intergovernmental Cooperation Agreement with Kittitas County
- 2) Resolution _____ - Setting a hearing date to consider declaring certain equipment and miscellaneous used parts surplus

- Page 34

- Page 35

d) Department update and miscellaneous

- Page 36

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE
APPLICATION OF LEGROW
WATER COMPANY 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, Tom Elliott and Legrow Water Company have 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, September 15th, 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. 413 be granted to Legrow Water Company.

*"Passed this **15th day of September, 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 SIGNING
AN INTERGOVERNMENTAL
COOPERATION AGREEMENT
WITH KITTITAS COUNTY

RESOLUTION NO.

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis on mutual advantage; and

WHEREAS, it is in the best interest of Walla Walla County to work cooperatively with other governmental agencies; now therefore,

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners they do hereby enter into an Intergovernmental Cooperation Agreement with Kittitas County for purchasing, sales, general equipment and/or services through Department of Public Works, and that the Chair of the Board shall sign same in the name of the Board.

*"Passed this **15th day of September, 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 SETTING
A HEARING DATE TO
CONSIDER DECLARING
CERTAIN EQUIPMENT AND
MISCELLANEOUS USED
PARTS SURPLUS

RESOLUTION NO.

WHEREAS, Walla Walla County has no beneficial use for certain pieces of equipment and miscellaneous parts; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a hearing to consider declaring certain equipment and miscellaneous used parts surplus be set for 10:30 a.m., Monday, October 6, 2014 in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington.

"Passed this 15th day of September, 2014 by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

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

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 10 September 2014

Re: Director's Report for the Week of 8 September 2014

Board Action: 14 September 2014

Hearing:

In the Matter of a Public Hearing for a Franchise with Legrow Water District to Construct, Operate, and Maintain a Utility System within the County Right of Way, in Walla Walla County

Resolutions:

In the Matter of Adopting a Franchise for Legrow Water District to Construct, Operate, and Maintain a Utility System within the County Right of Way, in Walla Walla County

In the Matter of Signing an Interlocal Cooperative Agreement with Kittitas County

In the Matter of Setting a Hearing Date to Consider Declaring Certain Equipment and Miscellaneous Used Parts Surplus

ENGINEERING:

- Mill Creek Road: Mitigation report completed.
- Taumarson Road: ROW documents sent to WSDOT for review.
- Pettybone Bridge: Contractor is working on structure excavation and riprap placement.
- Bussell Road: Finalizing right of way plans.
- Walter Bridge: South abutment complete. Concrete bridge pad at south abutment complete.

MAINTENANCE:

- Mill Creek Channel maintenance continues.
- North crew working on Walter Bridge.
- Accident on Luckenbill Road resulted in considerable guardrail damage to Marbach Corner Bridge.

ADMINISTRATION:

- Conducted monthly leadership meeting.
- Working on 2015 Business Plan.

- 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

COUNTY COMMISSIONERS

- a) Exit audit meeting with State Auditor's office representatives re: 2013 County audit (Financial and Single Audit component)

- 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) Proposal 2014 09-15 PRM
Claim for Damages (Larson)
- 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))

— Page 40



MEMO

Date: 9/10/14

Proposal ID#: 2014 09-15 PRM

To: BOCC

From: Lucy Schwallie, Personnel/ Risk Management

Decision Item: Kenneth Larson Claim

Summary/Background

This claim alleges that the County is financially responsible for damages caused by an unusual storm that occurred in September of 2013 which impacted Mr. Kenneth Larson's property via water runoff from Hatch Grade Rd. According to Randy Glaeser, Public Works Director, this was a short duration, high intensity rain event that exceeded the infiltration rate of the surrounding land. Mr. Larson is claiming damages in the sum of \$16,100.11, the costs of labor and materials to build a retaining wall to repair the damage from the mud and water on his property. Hatch Grade is designated as a primitive road, per RCW 36.75.300, and as such, no maintenance is required by statute. Mr. Larson does not point to any act of the County that caused the damage to his property, or any duty that the County had to maintain the road.

Cost N/A

Funding: N/A

Conclusion/Recommendation: After a consultation with the claims analysts at the Washington Counties Risk Pool, it is recommended that this claim be denied.

Submitted By:

Name Department
Lucy Schwallie Personnel/Risk Mgmt.

Disposition

☐ Approved
☐ Approved with modifications
☐ Needs follow up information
☐ Denied

BOCC Chairman: _____

Date: _____

40

11:30 COUNTY COMMISSIONERS

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

12:00 RECESS

1:30 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board
- b) Interview applicants for previously
publicized opening on the Walla
Walla Fair and Frontier Days
Board of Directors
- c) Possible executive session re: personnel
(pursuant to RCW 42.30.110(g))

- 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.