

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, MARCH 7, 2016

9:30

COUNTY COMMISSIONERS

Chairman Johnson

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees and presentations
(this is scheduled for the first meeting of each month)

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

f) Action Agenda Items:

- 1) Review submitted Employee
Payroll Action Forms

g) Consent Agenda Items:

- 1) Resolution _____ - Minutes
of County Commissioners' proceedings
for February 29 and March 1, 2016
- 2) Resolution _____ - Agreement
for Civil Service Commission testing
- 3) Resolution _____ - Approving
an additional contract for indigent legal
services
- 4) County warrants as follows: 4172544
in the amount of \$202.54 (replacement)
- 5) Payroll action and other forms requiring
Board approval

h) Action Agenda Items:

- 1) Resolution _____ - Executing
an Employment Agreement and a
Relocation Expenses Agreement with
Michele "Shelly" Peters

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
AGREEMENT FOR CIVIL SERVICE
COMMISSION TESTING

}

RESOLUTION NO.

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

WHEREAS, pursuant to RCW 41.14, there has been a Civil Service Commission created in Walla Walla County, said commission members appointed to establish and oversee a merit system of employment of county deputy sheriffs and other employees of the office of county sheriff, thereby raising the standards and efficiency of said office and law enforcement in general; and

WHEREAS, RCW 41.14 further provides that said commission shall give practical tests to determine the capacity of persons examined to perform duties of law enforcement positions for appointment, and to provide for, formulate, and hold competitive tests to determine qualifications of persons who seek such employment; and

WHEREAS, pursuant to Walla Walla County Resolution 10 147, a Subscriber Agreement with Public Safety Testing, Inc., was approved, whereby said entity would provide testing services as described and required for the county; and

WHEREAS, a proposal for the development and management of a promotional assessment center for (the position of Operations) Sergeant in the Walla Walla County Sheriff's office has been offered to the Walla Walla County Civil Service Commission (Commission) and sheriff's office by Public Safety Testing, Inc.; and

WHEREAS, said proposal has been reviewed by the county sheriff, members of the Commission, the prosecuting attorney, and the County Risk Manager; and

WHEREAS, the sheriff and Commission have recommended and requested approval of said proposal; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Proposal to Walla Walla County for the development and management of a promotional Assessment Center for Sergeant as recommended and requested, and that the Chair of the Board shall sign same in the name of the Board.

"Passed this 7th day of March, 2016 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

James L. Duncan, 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
APPROVING AN ADDITIONAL
CONTRACT FOR INDIGENT
LEGAL SERVICES

}

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 and mental health hearings; and

WHEREAS, it is the opinion of this Board of Walla Walla County Commissioners that said legal services can best be provided for indigent persons by entering into individual contracts with certain attorneys who will accept a percentage of the total felony appointments and per the conditions set forth in the contract; and

WHEREAS, pursuant to Walla Walla County Resolution 16 043, certain contracts were awarded to various attorneys for year 2016 to provide the above referenced services; and

WHEREAS, attorney John Hartzell has agreed to accept certain portions of the contracts; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign a Contract for Indigent Legal Services with attorney John Hartzell for year 2016.

*"Passed this **7th day of March, 2016** 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

James L. Duncan, Commissioner, District 3

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING
AN EMPLOYMENT AGREEMENT
AND A RELOCATION EXPENSES
AGREEMENT WITH MICHELE
"SHELLY" PETERS

RESOLUTION NO.

WHEREAS, Sheila Eslinger, as Human Resources/Risk Manager for Walla Walla County, provided notice to the Board of County Commissioners that she would be leaving that position as of January 4, 2016; and

WHEREAS, a process to fill that upcoming vacancy was undertaken, and subsequently an employment agreement has been offered to Michele "Shelly" Peters relative to the position, and she has executed same; and

WHEREAS, a related Relocation Expenses Agreement has also been offered to Ms. Peters and she has also executed same; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall approve and sign said Employment Agreement between Walla Walla County and Michele "Shelly" Peters.

BE IT FURTHER RESOLVED by this Board that that they shall approve and sign said Relocation Expense Agreement Between Walla Walla County and Michele "Shelly" Peters.

"Passed this 7th day of March, 2016 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

James L. Duncan, Commissioner, District 3

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

COUNTY COMMISSIONERS (continued)

- 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

9:45

DEPARTMENT OF COMMUNITY HEALTH

Dr. Harvey Crowder

a) **Consent Agenda Items:**

- 1) Resolution _____ - Contract
Between the WA State Department
of Health and Walla Walla County
(Amendment 6 to 2015 - 2017
Consolidated Contract)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

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 6 with Walla Walla County for the 2015-2017 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 has 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 7th day of **March, 2016** 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

James L. Duncan, Commissioner, District 3

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

10:00

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

a) **Consent Agenda Items:**

- 1) Resolution _____ - Contract
Between the Washington State
Conservation Commission and
Walla Walla County related to
Implementation of the Voluntary
Stewardship Program

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A CONTRACT
BETWEEN THE WASHINGTON
STATE CONSERVATION
COMMISSION AND WALLA WALLA
COUNTY RELATED TO
IMPLEMENTATION OF THE
VOLUNTARY STEWARDSHIP
PROGRAM

RESOLUTION NO.

WHEREAS, pursuant to Walla Walla County Resolution 12 015 and RCW 36.70A.700, Walla Walla County elected to participate in the Voluntary Stewardship Program (VSP), an alternative Program to protect critical areas where agricultural activities are conducted, and identified the watersheds that would participate in the Program; and

WHEREAS, the Washington State Legislature has provided funding for implementation of this Program to the counties of the state that "opted-in" to participate therein; and

WHEREAS, pursuant to Walla Walla County Resolution 16 030, the Walla Walla County Conservation District was designated as the entity responsible for administering VSP funds, coordinating the identified VSP Watershed Group activities, developing a work plan that provides protection of critical areas of the County while maintaining the viability of agriculture, and submitting a completed VSP Work Plan to the director of the State Conservation Commission for approval, as fully described in its proposal for services submitted to the County, and an Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County was approved pursuant to Walla Walla County Resolution 16 058; and

WHEREAS, a Contract Between the Washington State Conservation Commission and Walla Walla County, an agreement to provide funding to the County for the development of work plan as required for the implementation of the Voluntary Stewardship Program, has been prepared and undergone review by various entities and 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 said Contract Between the Washington State Conservation Commission and Walla Walla County.

*"Passed this **7th day of March, 2016** 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

James L. Duncan, Commissioner, District 3

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

Contract
BETWEEN

The Washington State Conservation Commission

AND

WALLA WALLA COUNTY

Project: Voluntary Stewardship Program Work Plan Development

THIS AGREEMENT is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION", and Walla Walla County, hereinafter referred to as "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for the development of a work plan as required for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT the COMMISSION will provide funding consistent with the terms of this grant, the policies of the COMMISSION, and the laws of the state of Washington; and the COUNTY will implement the terms of this grant with the funding provided consistent with county law and the laws of the state of Washington.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the effective date of this agreement and be completed on June 30, 2017, unless either extended by agreement of the parties or terminated sooner, as provided herein. Funding under this agreement shall not exceed \$270,000. If funding is not provided, the parties agree that the County shall be under no additional obligations under this agreement and subject to the provisions of RCW 36.70A.735(2)(c). Any funds properly invoiced and payment made shall not be returned to the State.

STATEMENT OF WORK

The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s) or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This

disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

Scope of Work:

The scope of the work to be performed by the COUNTY under this agreement is the following:

- (a) Implement the requirements of the Voluntary Stewardship Program (VSP) and RCW 36.70A.700-760.
- (b) Identify the lead entity for the implementation of the VSP.
- (c) Designate, organize and convene a watershed work group.
- (d) Provide staff support for the watershed work group.
- (e) Provide for facilitation of the watershed work group if needed.
- (f) Assist the watershed work group in the development of a work plan that meets the requirements of RCW 36.70A.700 through 36.70A.760. .

Deliverables:

- (a) Provide a quarterly status report to the VSP Program Manager in a form and manner proscribed by the COMMISSION and deemed reasonable by County staff.
- (b) Provide to the COMMISSION a final work plan meeting the requirements of RCW 36.70A.720.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$270,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount. If funding is not provided, the parties agree that the County shall be under no further obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State. The Commission shall promptly notify the County in writing if funding of less than \$270,000 is expected under this agreement.

Eligible Costs:

The COMMISSION will pay the following costs:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed.
- Travel, including mileage and per diem for program staff, consistent with state law.
- Travel and expenses paid directly to work group participants is not allowed.
- Meeting rooms and light refreshments for working meetings
- Reports, studies, and research
- Copy and printing costs
- Facilitation

Pre-approval by the COMMISSION is required for equipment purchases which should be directly related to the activities of the work group. Equipment may include, but is not limited to, computers, data base software, and GIS software.

Disallowed Costs:

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

If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this Agreement.

Insufficient Funds:

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to suspend this contract and for the Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735(d). If such funding is not provided, the parties agree that the County shall be under no further obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State.

Method of Compensation:

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs or obligations incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the COMMISSION.

BILLING PROCEDURE

The COUNTY or its assigned agent shall submit invoices in the form and manner identified by the COMMISSION to:

Washington State Conservation Commission
VSP Contract Manager
P.O. Box 47721
Olympia, WA 98504
Email: kheinitz@scc.wa.gov

Invoices for payment shall be submitted monthly. An invoice shall be submitted regardless of whether work has been performed on the project.

A time summary for staff costs, including compensation or billing rates, will be attached.

Individual time records will be kept available at the county for review. A copy of any contractor invoices will be attached to the billing.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION monthly upon receipt of the invoice. Payment will be made to the following:

NAME: Walla Walla County Community Development Department
ADDRESS: 310 W. Poplar, Suite 200
CITY, ST, ZIP: Walla Walla, WA, 99362
EMAIL: tglover@co.walla-walla.wa.us

Assigned agent:

NAME: Rick Jones
TITLE: Walla Walla County Conservation District Manager
MAIL ADDRESS: 325 N 13th Ave
CITY, STATE ZIP: Walla Walla, WA 99362
PHONE: (509)522-6340 x5
EMAIL: rick.jones@wwccd.net

Final Request for Payment: The COUNTY or its assigned agent must submit final requests for compensation no later than 30 days after the expiration date of this Agreement or no later than the end of the fiscal year, whichever is earlier. Failure to comply with this timeline may result in denial of any such claim.

ASSIGNMENT

The COUNTY may assign or delegate work to be completed under this Agreement to an Agent. The County anticipates assigning this agreement to the Walla Walla County Conservation District, which shall be subject to approval by letter by the WSCC. Any such Agent shall comply with the requirements of this Agreement. Within any such assignment or delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this Agreement and RCW 36.70A.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portion(s) of the work as it deems necessary to complete the work.

CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Officer for the COMMISSION is:

Ron Shultz, Policy Director

Washington State Conservation Commission
P.O. Box 47721
Olympia; Washington 98504 (360) 407-7507
rshultz@scc.wa.gov

The contact for the COUNTY is:

NAME: Tom Glover
TITLE: Community Development Department Director
MAIL ADDRESS: 310 W. Poplar, Suite 200
CITY, STATE ZIP: Walla Walla Walla County
PHONE: 509-524-2621
EMAIL: tglover@co.walla-walla.wa.us

TERMINATION

The COUNTY may terminate this Agreement upon 30-days' prior written notification to the COMMISSION. If this Agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If the COUNTY terminates this Agreement prior to the work plan's approval, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this Agreement upon 30-days' prior written notification to the COUNTY for cause, or for failure to complete the requirements of the Scope of Work. If this Agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

If the agreed funding is not provided pursuant to the terms of the contract the County shall suspend work and not incur further expenses pursuant to this agreement. If the agreed funding becomes available within the 30 days the contract may be continued pursuant to its original terms. If funding is not available and the state does not cure the matter within 30 days the parties agree that the contract will be suspended until such time as funding becomes available or a party to the contract moves for termination. Further, if funding is not available the County shall be under no further obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State.

BREACH

The COUNTY shall be liable to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of contract by the COUNTY.

In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW 36.70A, the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement and the attached Appendix A contain the entire integrated agreement of the parties and may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this Agreement shall be the last date of signature. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703(9) and RCW 26.70A.725(5) and (6).

WASHINGTON STATE
CONSERVATION COMMISSION

WALLA WALLA COUNTY BOARD
OF COMMISSIONERS

Signature – James L. Duncan, Vice-Chair

Signature

Signature – Perry L. Dozier, Commissioner

Title

Date

Board of County Commissioners 3-7-2016

Title

Date

APPROVED AS TO FORM:
Assistant Attorney General

Voluntary Stewardship Program

COMMISSION and WALLA WALLA COUNTY Agreement

APPENDIX A- GENERAL TERMS AND CONDITIONS

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the Grant Agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the County has assigned responsibilities as allowed in the agreement.

"Commission" shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the Commission, or any of the officers or other officials lawfully representing the Commission.

"County" shall mean the County receiving the funds as identified in the Agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the County.

"Project Officer" shall mean the specific employee of the Commission that is assigned as the primary contact for purposes of the fulfillment of this Agreement.

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by RCW 36.70A.700-760 and associated statutes.

DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION'S Executive Director. The COUNTY shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COMMISSION'S Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this Agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this Agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

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.

CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

INDEMNIFICATION

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the COUNTY'S performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the Commission for any claim arising out of or incident to the COUNTY'S or any subcontractor's performance or failure to perform the contract.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent its

required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INELIGIBILITY

If federal funds are the basis for this contract, the COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

INDEPENDENT RELATIONSHIP

The COUNTY or County's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

KICKBACKS

The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or County's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. 200-212.

Publications. When the COUNTY, County's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

PROPERTY AND RECORDS MANAGEMENT

The COMMISSION'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s),

regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

WAIVER

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

10:15

COUNTY FACILITIES MAINTENANCE

Tom Byers

- a) Department update and miscellaneous

a) Bid Opening:

- 1) Emulsified Asphalts

b) Public Hearing:

- 1) To consider vacation of a portion of the right of way for Klicker Mountain Road

c) Action Agenda items:

- 1) Resolution _____ - Vacation of a portion of the right of way for Klicker Mountain Road, situated in Sections 30, 31, & 32, Township 7 North, Range 38 East, and Section 5, Township 6 North, Range 38 East, W.M.

d) Consent Agenda Items:

- 1) Resolution _____ - Use of County roads for the Whitman College Cycling Club Missionary Omnium

e) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE
VACATION OF A PORTION OF THE
RIGHT OF WAY FOR KLICHER
MOUNTAIN ROAD, SITUATED IN
SECTIONS 30, 31, & 32, TOWNSHIP
7 NORTH, RANGE 38 EAST, AND
SECTION 5, TOWNSHIP 6 NORTH,
RANGE 38 EAST, W.M.



FINAL ORDER OF VACATION
RESOLUTION NO.

WHEREAS, Resolution No 16 052, proposing the vacation of a portion of the right of way for Klicker Mountain Road, situated in Sections 30, 31, & 32, Township 7 North, Range 38 East, and Section 5, Township 6 North, Range 38 East, Willamette Meridian, was passed on the 16th day of February, 2016; and

WHEREAS, on the 16th day of February, 2016, the County Engineer was duly directed to examine said County Road and make a report in writing; and

WHEREAS, on the 16th day of February, 2016, the Board set the 7th day of March, 2016, for hearing the report of the County Engineer, and the consideration thereof, and that notice of the time and place of said hearing was given by publication and posting as prescribed by law; and

WHEREAS, on the 29th day of February, 2016, the County Engineer filed his written report with the Board as required by law; and

WHEREAS, the report of the County Engineer shows:

That, the County considers said right of way(s) is not necessary to the general road system;

That, the public will be benefitted by its vacation;

That, in his opinion, said right of way(s) should be vacated;

and,

WHEREAS, the Engineer's Report, Affidavit of Posting, and Notice of Publication are on file, and the Board having examined the report of the Engineer, and all other papers on file in the proceedings, heard and considered all testimony and documentary evidence adduced for and against the vacation of said County Road right of way(s), the Board being satisfied that County interest in said right of way(s) will not be necessary as part of a general road system, and that the public will be benefitted by its vacation; now therefore

Page 2
Final Order of Vacation

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the portion of right of way of Klicker Mountain Road, as described on Exhibit "A" attached hereto and by this reference are made a part hereof, be vacated.

*Passed this 7th day of **March, 2016** 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

James L. Duncan, Commissioner, District 3

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

EXHIBIT "A"

ALL OF THAT PORTION OF KLICHER MOUNTAIN ROAD RIGHT OF WAY SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 30, AND IN SECTIONS 31 AND 32, TOWNSHIP 7 NORTH, RANGE 38 EAST, AND IN SECTION 5, TOWNSHIP 6 NORTH, RANGE 38 EAST, W. M., SAID PORTION OF RIGHT OF WAY BEING THE SOUTHEASTERLY 2.31 MILES OF ROAD ESTABLISHMENT NO. 787, IN WALLA WALLA COUNTY, WASHINGTON.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF USE OF
COUNTY ROADS FOR THE
WHITMAN COLLEGE CYCLING
CLUB MISSIONARY OMNIUM

RESOLUTION NO.

WHEREAS, the Whitman College Cycling Club is hosting the Missionary Omnium Bicycle Race; and

WHEREAS, said event will be held on Saturday, April 9, 2016 beginning at 7:30 AM and ending around 6:00 PM; and

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

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

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

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

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that permission be granted to the race organizers to use the following County roads: Ferris Road, Middle Waitsburg Road, Valley Grove Road, and Lower Waitsburg Road, Saturday, April 9, 2016.

*Passed this 7th day of **March, 2016** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

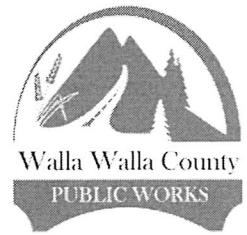
Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, 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: 2 March 2016

Re: Director's Report for the Week of 29 February 2016

Board Action: 7 March 2016

Hearings:

In the Matter of the Vacation of a Portion of Klicker Mountain Road

Bid Openings:

In the Matter of a Bid Opening – Emulsified Asphalts

Resolutions:

In the Matter of Adopting the Vacation of a Portion of Klicker Mountain Road

In the Matter of Use of County Roads for the Whitman College Cycling Club Missionary Omnium

ENGINEERING:

- Mill Creek Road MP 3.96 to MP 4.36: Delivered ROW documents to WSDOT for certification.
- Mill Creek Road MP 1.1 to MP 3.96: Submitted grant to Forest Highways.
- Foster Road Safety Project: Scheduled review appraisal.
- Blue Creek Bridge: Waiting for final geotechnical report to complete bridge and earth wall design. Detour design complete.
- Waitsburg at Chase Safety Project: Delivered ROW documents to WSDOT for certification.
- Pflugrad Bridge: Surveying.
- Mill Creek Bridge: Beginning right of way acquisition.

MAINTENANCE:

- Crews working on routine maintenance.

ADMINISTRATION:

- Conducted monthly Foremen's meeting.
- Conducted Defensive Driver training.

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

HUMAN RESOURCES/RISK MANAGER

- 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) Resolution _____ - Personal Services Agreement between Diana Erickson Consulting and Walla Walla County
 - 2) Revised Job Description approval form – Emergency Management Coordinator for the Emergency Management Department
 - 3) New Position approval form - Office Assistant II – Warrant Clerk for the (Adult) Corrections Department
- 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))

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A
PERSONAL SERVICES
AGREEMENT BETWEEN DIANA
ERICKSON CONSULTING AND
WALLA WALLA COUNTY FOR
ASSESSMENT SERVICES

RESOLUTION NO.

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

WHEREAS, pursuant to an approved Labor Agreement between Walla Walla County Board of Commissioners and the Washington State Council of County and City Employees, Local 1191-WC of the American Federation of State, County, and Municipal Employees, AFL-CIO, Current Expense Courthouse Employees, as provided in Article XVI – Bilingual Incentive Program, the County wishes to utilize the services of a third-party assessor to test the oral and written Spanish-speaking skills of certain Walla Walla County employees; and

WHEREAS, a Personal Services Agreement between Diana Erickson Consulting and Walla Walla County to provide the testing assessment services needed has been signed by Ms. Erickson and reviewed by the prosecuting attorney's office and the County Human Resources/Risk Manager Department; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Personal Services Agreement between Diana Erickson Consulting and Walla Walla County.

"Passed this 7th day of March, 2016 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

James L. Duncan, Commissioner, District 3

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

11:15 **COUNTY COMMISSIONERS**

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

12:00 **RECESS**

1:30 **COUNTY COMMISSIONERS**

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

- A D J O U R N -

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

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