

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, SEPTEMBER 12, 2016

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:15 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) Review warrant list

The county commissioners will take this time (at 9:15 a.m.) to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

RECESS.

9:30 COUNTY COMMISSIONERS

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

- d) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- e) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' sessions of September 6 and 7, 2016
 - 2) Resolution _____ - Establishing the period to authorize refunds of property tax paid as a result of manifest errors in descriptions of property
 - 3) Resolution _____ - Salary of the County Prosecuting Attorney subsequent to August 31, 2016

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
ESTABLISHING THE PERIOD TO
AUTHORIZE REFUNDS OF
PROPERTY TAX PAID AS A
RESULT OF MANIFEST
ERRORS IN DESCRIPTIONS OF
PROPERTY



RESOLUTION NO.

WHEREAS, RCW 84.69 provides that a claim for a property tax refund must be filed with the county treasurer within three years of the due date of the payment sought to be refunded; and

WHEREAS, further, a proceeding for a cancellation, reduction, correction, or refund of property taxes under RCW 84.68.110 through RCW 84.68.150 must be filed with the county assessor within three years of year in which the tax became payable or purported to become payable; and

WHEREAS, pursuant to RCW 84.68.065, a manifest error cancellation or correction by the county assessor or county treasurer may not be made for any period more than three years preceding the year in which the error is discovered; and

WHEREAS, the Washington State Legislature has recently amended RCW 84.69.030 to permit refunds on claims filed more than three years after the due date of the payment sought to be refunded if the claim arises from taxes paid as the result of a manifest error in a description of property, but only if such an extension of time authorized by the county legislative authority; and

WHEREAS, the Washington State Legislature has recently amended RCW 84.68.150 to permit petitions for cancellation or reduction of assessment or correction of tax rolls and the refund of taxes under RCW 84.68.110 through RCW 84.68.150 to be considered even if filed more than three years after the year in which the tax became payable, or purported to become payable, if the reduction or correction is the result of a manifest error and if the county legislative authority also authorizes the extension of time to file the petition; and

WHEREAS, the Washington State Legislature has recently amended RCW 84.48.065 to permit the county assessor or county treasurer to issue a manifest error cancellation or correction for a period more than three years preceding the year in which the error is discovered, but only if authorized by the county legislative authority; and

WHEREAS, Walla Walla County Assessor Debra Antes and County Treasurer Gordon Heimbigner have recommended and requested that the Walla Walla County Board of Commissioners allow no petition for cancellation or reduction of assessment or correction of tax rolls and the refund of taxes based thereon under RCW 84.68.110 through 84.68.150 to be considered unless filed within three years after the year in which the tax became payable or purported to become payable; and

WHEREAS, the county assessor and county treasurer further discussed this issue with the Board of County Commissioners during an open, public meeting of the Board on September 6, 2016; and

WHEREAS, the Board of County Commissioners concurs with the recommendation, as extending the time frame for cancellations, reductions, corrections, and refunds as now provided for in RCW 84.69.030, RCW 84.68.150, and RCW 84.48.065 could have the effect of undermining the certainty, predictability, and finality of the process by which property taxes are collected and corrections and refund requests are resolved, and could create a hardship for taxing districts that depend upon collections for operations; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that no petition for cancellation or reduction of assessment or correction of tax rolls and the refund of taxes based thereon under RCW 84.68.110 through 84.68.150 may be considered unless filed within three years after the year in which the tax became payable or purported to become payable.

"Passed this 12th day of September, 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 THE
SALARY OF THE COUNTY
PROSECUTING ATTORNEY
SUBSEQUENT TO AUGUST 31,
2016

RESOLUTION NO.

WHEREAS, Walla Walla County Resolution 08 153 provided for the salary of the prosecuting attorney to be set pursuant to Substitute Senate Bill (SSB) 6297 (Chapter 309, Laws of 2008), as adopted by the Washington State Legislature in 2008, amending RCW 36.17.020 and changing the amount of the State's contribution to the elected prosecuting attorney salaries and establishing that contribution to be equal to fifty percent of the salary set for a superior court judge; and

WHEREAS, under SSB 6297 (Chapter 309, Laws of 2008) the State of Washington increased the amount of the State's contribution to the salary of the elected county prosecuting attorney to one-half the annual amount of a Superior Court Judge's salary, and requires the County to continue to contribute to the salary of the elected prosecuting attorney at least the amount contributed in 2008; and

WHEREAS, the Walla Walla County Board of County Commissioners sets the salary of the Walla Walla County Prosecuting Attorney by resolution and establishes the amount the county shall contribute to the prosecuting attorney's salary; and

WHEREAS, Walla Walla County Resolution 14 109 established a 1.75% increase in 2016 salaries of those elected officials for whom the Board of County Commissioners sets same, resulting in the county's share of the prosecuting attorney's salary for 2016 to be established at \$54,634 (effective September 1, 2016), and Walla Walla County Resolution 15 199 previously established the Prosecuting Attorney's salary to be set at \$135,003 for the period September 1, 2015 through August 31, 2016; and Walla Walla County Resolution 16 133 established a 1.75% increase in salaries of those elected officials for whom the Board of County Commissioners set same for year 2017, resulting in the county's share of the prosecuting attorney's salary for 2017 to be established at \$55,590 (effective September 1, 2017); and

WHEREAS, pursuant to RCW 2.08.092 the salary set for superior court judges is established by the Washington Citizens' Commission on Salaries for Elected Officials, and is being increased by said Commission beginning September 1, 2016 from \$162,168 to \$165,870, making the State's share of the prosecuting attorney's salary \$82,935; now therefore

BE IT RESOLVED by this Board of County Commissioners that, effective September 1, 2016, the Prosecuting Attorney's salary shall be \$137,569.00, and effective January 1, 2017, the Prosecuting Attorney's salary shall be \$138,525.00.

*"Passed this **12th day of September, 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)

e) Consent Agenda Items (continued):

- 4) Resolution _____ Agreement with JDM Consulting, LLC for governmental affairs representation
 - 5) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$_____, and _____ through _____ totaling \$_____
 - 6) Payroll action and other forms requiring Board approval
- f)** Miscellaneous business to come before the Board
- g)** Review reports and correspondence; hear committee and meeting reports
- h)** Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
AGREEMENT WITH JDM
CONSULTING, LLC FOR
GOVERNMENTAL AFFAIRS
REPRESENTATION



RESOLUTION NO.

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

WHEREAS, currently the City of Walla Walla, City of College Place, and the Port of Walla Walla contract with JDM Consulting, LLC (Dave Mastin) to provide governmental affairs representation to benefit the Walla Walla County area; and

WHEREAS, Mr. Mastin made a presentation to the Board of County Commissioners during an open, public meeting of the Board on August 22, 2016 and made available a **Year Around State Governmental Affairs Representation Framework Agreement** to the Board for consideration; and

WHEREAS, the Board of County Commissioners feels it is in the best interest of Walla Walla County to join with the City of Walla Walla, City of College Place, and the Port of Walla Walla to enter into an agreement with JDM Consulting, LLC (Dave Mastin) for governmental affairs representation; and

WHEREAS, said Agreement has been reviewed County Prosecuting Attorney; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said **Year Around State Governmental Affairs Representation Framework Agreement**, and that the Chairman of the Board shall sign same in the name of the Board.

*"Passed this **12th day of September, 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

Year Around State Governmental Affairs Representation Framework Agreement

Between: City of Walla Walla, City of College Place, Walla Walla County and Port of Walla Walla.

Contract Terms

One-year contract, September 1, 2016 through August 31, 2017 with JDM Consulting, LLC. (Dave Mastin)
This one year term will allow each entity to determine yearly if they want to continue with state governmental affairs representation.

Fee of \$1,000 per month per for the City of Walla Walla, the City of College Place, Walla Walla County and the Port of Walla Walla, plus an even share of JDM expenses to be capped at 8.75% of the contract price (not to exceed \$4,200 per year). All expenses will be evenly divided by the four parties.

Port is willing to serve as fiscal agent and would enter into contract with JDM and bill each entity bi-monthly for base fee amounts plus pro-rata share of expenses. Port would also fill out the required Public Disclosure Commission forms and reports.

Scope of Services

Monitoring

JDM will monitor legislative issues important to each entity. It shall be the responsibility of each entity to identify for JDM which issues to monitor. The term monitoring means the tracking of specific legislation regarding its status and providing timely feedback to the entity. During non-session times this could include monitoring State agency rulemaking type issues. Each entity will need to be sensitive to how many issues they need monitored by JDM during the legislative session. From a practical perspective we should try to limit our requests to 3 each. We all belong to Olympia based associations that can track for us the broader legislative issues.

Funding Requests

One of the primary purposes of a state governmental affairs contract is to provide additional state resources to the local governmental entities through the capital budget and/or other state budgetary programs. Depending on the scope and timeline for each budget request, it is anticipated that there will be between one and four projects on the biannual request list. JDM will advocate for the projects on that list.

Each year, prior to the legislative session, the entities will meet to prioritize a capital budget request list. JDM believes this should be done as early as possible so he can begin introducing capital projects to key elected officials well in advance of the legislative session.

Olympia Visitations

At the direction of each entity, JDM will set up meetings with key legislators and state agencies as needed by entity members during the legislative session or at other times of the year as needed.

Reporting Relationships

Each entity will appoint a contact person for JDM to communicate with. During session, JDM will be available for a weekly coalition conference call and JDM will communicate individually with coalition entities regarding the monitoring of specific legislation. During the interim, JDM will be available for a monthly coalition conference call and/or meeting.

Not Included In The Scope of Work

With the exception of the prioritized state capital budget and/or other state budgetary program requests, each entity may advance their own legislative agenda without needing consent from the other entities.

With the exception of the prioritized state capital budget and/or other state budgetary program requests, this agreement does not include advocacy lobbying efforts.

In the event an entity to this agreement wants to expand their scope of work with JDM on a particular issue of importance they may do so, and will subsequently make separate financial arrangements with JDM. In such an event, the entity shall inform the other entity members.

Port of Walla Walla

By Patricia M. Reay
its EXECUTIVE DIRECTOR
Date 9/1/16

City of Walla Walla

By _____
its _____
Date _____

City of College Place

By [Signature]
its Mayor
Date 8/23/16

Walla Walla County

By _____
its _____
Date _____

9:40

DEPARTMENT OF COMMUNITY HEALTH

Meghan DeBolt

a) Action Agenda items:

- 1) Proposal 2016 09-12 DCH -
Approval of recommendations by the
2016 Supplemental .01% Treatment
Tax Review and Scoring Committee
to fund various contracts for services
under the .01% Treatment Tax

b) Department update and miscellaneous



MEMO

Date: September 6, 2016

Proposal ID: 2016 09-12 DCH

To: BOCC

From: Meghan DeBolt
Director, Community Health

Intent – Obtain BOCC approval to recommend funding and award contracts for services under the 0.1% Treatment Tax

Topic – 0.1% Treatment Tax Supplemental Funding Recommendations 2016

Summary

Community Health issued an RFP on July 18, 2016 for total funding of \$100,000 from the Walla Walla County 0.1% Treatment Tax. The RFP was closed on August 15, 2016. Four (4) proposals were submitted for total requests of \$131,180. The fund definitions and scope of allowable funding are defined by "Request for Proposal Narrative" and RCW 82.14.460 and Walla Walla County Ordinance 398.

The proposals were reviewed and scored by a committee consisting of individuals experienced in areas of mental health and substance use disorders and familiar with the impact of these disorders in Walla Walla County. Objective criteria were scored with a numerical rating and final rankings and recommendations were made combining the numerical ranking along with priorities for funding and determination of community impact.

2016 Supplemental 0.1% Treatment Tax Review and Scoring Committee:

Elio Agostini, Downtown Walla Walla Foundation
Doug Bayne, Walla Walla Community College Foundation
Thatcher Carter, Whitman College
Everett Maroon, Blue Mountain Heart to Heart
Alysa Kyle, Providence St. Mary Medical Center
Tom Sawatzki, Community Member

Detailed review and recommendations were reviewed with the Human Services Advisory Board (HSAB) through electronic communication. 8/10 members of the HSAB participated electronically and 2 members of the board identified as having affiliation with an applicant for the 0.1%, either as an employee, board member or formal supporter of an application. The HSAB voted on August 31, 2016 to support the recommendations of the Review and Scoring Committee by a vote of 8 Yay with 2 members abstained due to conflict of interest.

Cost

\$100,000 over the period of September 7, 2016 – December 31, 2016.

Funding

Funds are currently budgeted and allocated for contract services for the 2016 fiscal year ending December 2016.

Alternatives Considered

1. Recommend funding for Supplemental 2016 services based on the work of the 0.1% Treatment Tax Review and Scoring Committee, summary attached as: "2016 Supplemental 0.1% Treatment Sales and Use Tax for Chemical Dependency or Mental Health Treatment and Services RFP Recommendations for Funding"
2. Recommend funding for 2016 Supplemental services with modification to the "2016 Supplemental Recommendations for Funding".

Acquisition Method

Formal Service Agreements will be issued to each entity per County with performance-based measures defined for each contract.

Security

N/A

Access

N/A

Risk

N/A

Benefits

The benefits of funding of the proposals will result in expansion of treatment and services to individuals in Walla Walla County who are in need of, or will benefit from the delivery of mental health and/or substance abuse disorder treatments and services.

Conclusion/Recommendation

Recommend the Walla Walla County Board of County Commissioners approve the recommendations for funding as outlined by the 2016 Supplemental 0.1% Treatment

Sales and use Tax for Chemical Dependency or Mental Health Treatment and Services
Review and Scoring Committee.

Submitted By

Disposition

Meghan DeBolt / Community Health /
09/06/2016

____ Approved

____ Approved with modifications

Name Department Date

____ Needs follow up information

____ Denied

Name Department Date

BOCC Chairman
Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

**Walla Walla County Department of Community Health
2016 Supplemental 0.1% Treatment Sales and Use Tax for Chemical Dependency or Mental Health
Treatment and Services RFP
Recommendations for Funding
August 26, 2016**

RFP was issued on July 18, 2016 for total funding of \$100,000 from the Walla Walla County 0.1% Treatment Tax. The RFP was closed on August 15, 2016. Four (4) proposals were submitted for total requests of \$131,180.00. The fund definitions and scope of allowable funding are defined by "Request for Proposal Narrative" and RCW 82.14.460 and Walla Walla County Ordinance 398.

The proposals were reviewed and scored by a committee consisting of individuals experienced in areas of mental health and substance use disorders and familiar with the impact of these disorders in Walla Walla County. Objective criteria were scored with a numerical rating and final rankings and recommendations were made combining the numerical ranking along with priorities for funding and determination of community impact.

2016 Supplemental 0.1% Treatment Tax Review and Scoring Committee:

Elio Agostini, Downtown Walla Walla Foundation
Doug Bayne, Walla Walla Community College Foundation
Thatcher Carter, Whitman College
Everett Maroon, Blue Mountain Heart to Heart
Alysa Kyle, Providence St. Mary Medical Center
Tom Sawatzki, Community Member

Rank Score	Applicant/Project	Requested Funds	Award Recommendation
1	Comprehensive Healthcare – Co-Location of Crisis Workers with WW Police patrols	\$13,875	\$13,875
1	The Health Center – Expand Mental Health Services to Pioneer Middle School	\$18,908	\$18,908
3	Trilogy Recovery Community – Latino Outreach/CRAFT/School Outreach & Support, Program Expansion*	\$83,677	\$52,497 + \$31,180** = \$83,677
4	Comprehensive Healthcare – Enhanced Day Supports (Rising Sun Clubhouse for non-Medicaid)	\$ 14,720	\$ 14,720
Total		\$100,000	\$131,180**

*The committee strongly recommended that additional funding to Trilogy Recovery Community be contingent on the development of a Financial Stability Plan on the part of the Trilogy Board of Directors.

**The committee recommended reallocation of currently unexpended 0.1% funds from contract #15-14 with Serenity Point Counseling Services for the provision of substance use disorder (SUD) (chemical dependency) treatment services in the Walla Walla County Jail. The current balance of this contract is \$58,274.18. Serenity Point has not billed to this contract since February 2016 and has informed the County in writing that current funding for SUD is sufficient to provide jail services without the use of 0.1% funding subsequent to integration of Mental Health/SUD funding in Washington State effective April 1, 2016. Of the contract balance, \$31,180 is recommended for allocation to Trilogy Recovery Community.

9:50

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

- a)** Department update and miscellaneous



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. 12, 2016

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues/Information for the Board.

- N/A

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Network

- No issues

Other Projects

- **CJIS Audit**
 - Completed 3 Audits
 - No major findings
 - 3 items to complete (2 agreements and a change to login screens)
- **Budget /Assets**
 - Budget complete
 - Projects – need advice to request funds for next year upgrades
 - Budget amendment for \$39k for this year
- **New World**
 - Now Live – data migration still not done
 - Still have issues with the system
- **Penetration Testing**
 - On my to do list
 - Also want to do a Phishing test to test user awareness
 - Looked at KnowBe4 - \$3,500 and includes training
 - Simulated phishing attack
- **Camera's**
 - Expecting an informal quote so we can get an idea of budget and equipment before we do an RFP or small works bid.
 - Sent a reminder to WWE last week
- **Surplus Equipment**

- Comprehensive advises that we will receive about 80 devices for surplus. No room to store them. I would like to get the surplus info off the gear and for anything we not going to re-deploy, surplus them from that building and take them directly to recycle.
- At the same time, surplus what we have on hand as well
- This will clean out our storage area
- **Superior Court 1-2 Updates**
 - Installed
 - WebEx was not configured correctly by the vendor. We finally got a good config and have been testing and writing the instructions for the courts.
- **O-365**
 - RFP Closes 9/13
 - Scheduled to complete by 10/31
- **Public Record Requests Last 2 Weeks**
 - 13 = Requests received
 - 1 = Forwarded to departments
 - 7 = Completed
 - 2 = Pending Closure
 - 19 = Open/Being handled by the PRO
 - 28 = Requests handled last 2 week period
- **Looking at video redaction software.**
 - Normal video editing software is clumsy and takes a lot of time to do.
- **Training – Public Records**
 - Secretary of State was here on August 17.
- **Search Tool Replacement**
 - Still have not found a suitable search tool
 - Found 1 tool to track PRA requests – Used mostly across the state. Yearly cost = \$18,000+
 - Adding an enterprise search tool will likely double that.

Definitions

CITRIX = A product used for remote access to our network

PAV=Potential Archival Value

CJIS = Criminal Justice System Information Systems

AOC=Administrative Office of the Courts

PRO=Public Records Officer

USB=Universal Serial Bus

DOL=Department of Licensing

RFP=Request For Pricing

GIS=Geographic Information Systems

EOL=End of Life

JCDA=Joint Community Development Agency

W7=Windows 7

W10=Windows 10

OS=Operating System

JAVS=(Jefferson Audio Video Systems) – Courtroom Recording System

AV-Audio/Visual

WiFi-Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

CAD=Computer Aided Dispatch (hosted at the city)

CAT5=Category 5 Ethernet cable (for data and voice)

ADA=Americans with Disabilities Act

ECM=Enterprise Content Management

NWS=New World Systems

DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.

IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.

PENERATION TESTING = A process designed to have outside companies try to break into our system to identify and potential soft spots in our network.

10:00

WSU EXTENSION OFFICE

Debbie Williams

- a)** Extension office update and miscellaneous

**Walla Walla County Extension
September 12, 2016**

10:00 a.m.

WSU/Walla Walla County Extension Staff

Extension Educator Wayne Thompson - Resignation

Office Assistant – Board Approval needed

County Budget 2016

County Budget 2017

Memorandum of Agreement – Professional Serv– Board Approval needed

Update WSU/Walla Walla County Extension

4-H Program

Food \$ense Program

Agriculture Program

Master Gardeners

Hort Board Update

Schedule:

October 15-18 WSU 4-H Leaders Forum, Tri-Cities

October 27-29 – Western Region, Hawaii

November 16-19 – WSAC/Extension Conference, Spokane

February 7-10 – JCEP Leadership Conference, Orlando

County Commissioner Invitation:

4-H Achievement Night

Sunday, November 13 at 5 p.m., Fairgrounds Community Center

**WSU Extension Office – Walla Walla County
September 2016 Update**

WSU/Walla Walla County Extension Staff

Office Assistant – Laura Chatelain is going on maternity leave when she has her baby and would like to be gone 9 weeks if possible. She is a part time staff member and we can accommodate this leave without pay if the Board of Commissioners approves.

Extension Educator – Wayne Thompson, Regional Dryland Cropping Systems faculty resigned his position in August. The position is a priority for WSU to fill.

2017 Proposed County Budget

Memoranda of Agreement for 2017 (*Discussion or Resolution as the Board wishes*)

The annual agreement with WSU needs to be agreed upon to estimate the Professional Services part of the County budget. WSU provides all Extension services including specialists from around the state plus the local staff. I would like to get the MOA for 2017 approved at \$83,639 (\$83,123 in 2016) so that I can include these figures in my 2017 budget. Changes are County Director (Williams) \$22,877 to \$24,547, Extension Educator (Thompson) \$21,136 to \$21,652, and 4-H Coordinator (Owens) \$37,440 to \$37,440. WSU covers annual benefits and the remaining salary for these positions.

2016 County Budget

On track with 2016 Budget for this year.

WSU Extension Updates

Youth –

Summer Youth Programs: Beginning Quilt Camp and Advanced Quilt Camp, Challenger Horse Camp, Dog Obedience, and summer sessions (Science and Creative Arts) are being provided for area youth.

Fair: Pre-fair events started with Fashion Review, Food & Clothing Judging, Dog Agility, Cat Show, and Colt Training. 4-H was well represented at Fair with some areas increasing and some decreasing. I heard people say “youth are just not interested in Clothing and Horse Projects any more” but that is not true, we need more leaders. State Fair participation from Walla Walla County was good. Youth at State Fair seemed to do very well and youth had a great time. We had fewer complaints this year from parents and leaders to work through so far. Most youth had a great experience and were rewarded for the efforts they put in through the year.

Teen Leadership: Walla Walla County 4-H teens will participate in the WSU 4-H Teen Rally in Ellensburg next month. We will hold Teen Rally in Walla Walla County in 2017. Leaders Council provides scholarships for 80% of registrations costs.

I will be presenting a program at the Western Region Agriculture meetings in October on providing Geocaching and Orienteering Program to 4-H Teens. We hope to increase 4-H projects including Science, Technology, Engineering and Math (STEM) nationally.

4-H Achievement Night will be held Sunday, November 13, 5 p.m. Fairgrounds Community Center. Youth are turning in Record Books this month and award applications are due. Please join us to recognize our outstanding youth and leaders.

Family/Community

Food \$ense – Meike Johnson, Food \$ense Coordinator and her staff are gearing up to partner with schools, food banks, and other entities serving low-income clientele for another year (fiscal year October – September).

Even though our Food \$ense/SNAP-ED program went through a painful restructuring, our clientele will not feel much. WSU is now a subcontractor through DOH instead of directly contracting with DSHS. As usual each year, there will be some changes from the USDA on who we can serve. The program is migrating from educating small children to more adults. The main clientele of school age children (without Kindergarten), Food Bank participants, and transitional housing occupants will not change.

Our preliminary figure for the Food \$ense money coming from USDA for 2016-2017 will be about \$150,000 and will include Asotin, Columbia, Benton and Franklin Counties. Walla Walla County Extension Food \$ense program been serving our community utilizing County support, Federal dollars, and in-kind match since the start up in 2004. We have reached more than 35,000 youth and their families. The WSU Food \$ense program goal is to impact family nutritional habits at home through nutrition education to kids in the classroom.

Agriculture Programs

The 2016 crop tour season this summer provided opportunities to view field trials and interact with Washington State University personnel and others about cereal varieties and crop management practices. Cereal breeders, extension agronomists, plant pathologists, and other scientists presented information.

Wayne Thompson resigned his position. Paul Carter and I will continue some programs such as the Last Chance Pesticide seminar (December) and Cereal Seminar (January).

Master Gardeners/Master Food Preservers

Master Gardeners will complete their year at the Farmers Market on Saturdays. They will continue Office Clinics until October 15. Master Gardeners have put more than 500 volunteer hours this year (and each year since 2004). This year has been especially busy with weather issues.

Master Food Preservers have been checking canning gauges for free in the community. New gauges need to be checked and used gauges annually.

Hort Board – Brown Marmorated Stinkbug and Apple Maggot

Brown Marmorated Stinkbug situation. Four Entomologists from WSU, WSDA, and USDA-ARS searched Walla Walla County for Brown Marmorated Stinkbugs to explore where the insects reproduce and what they feed on. I am working with this taskforce to help with the situation.

Apple Maggot situation. The Hort Board will continue to reimburse \$150/tree removed in specific areas.

Schedule:

October 15-18 WSU 4-H Leaders Forum, Tri-Cities

October 27-29 – Western Region, Hawaii

November 16-19 – WSAC/Extension Conference, Spokane

February 7-10 – JCEP Leadership Conference, Orlando

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
Walla Walla County

APPENDIX A

Professional Services Contract

The following individuals will be jointly funded under this Memorandum of Agreement through a WSU Personal Services Contract for the period January 1, 2017 through December 31, 2017.

Number		\$ Amount for County Portion
<u>1</u>	County Director *	\$ <u>24,547</u>
<u>1</u>	Extension Faculty	\$ <u>21,652</u>
<u>1</u>	Administrative Professional	\$ <u>37,440</u>
<u> </u>	Classified Staff	\$ <u> </u>
<u> </u>	Time-Slip (Hourly)	\$ <u> </u>

*Includes department head responsibilities for one Extension Educator.

Dean and Director, WSU Extension Date

Chair
County Commissioner Date

County Commissioner Date

County Commissioner Date

Name Date
Director, Office of Grant & Research Development

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

Walla Walla County

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2017 through December 31, 2017 to provide an extension program.

TOTAL \$ 83,639

Richard T. Koenig Date
Associate Dean and Director
WSU Extension

County Commissioners Date

Daniel G. Nordquist Date
AVPRA/Director
Office of Grant & Research Development

10:15

COUNTY CORRECTIONS DEPARTMENT

Mike Bates

a) Consent Agenda Items:

- 1) Resolution _____ - Approving
Interagency Agreement with the
Washington State Administrative
Office of the Courts – CASA Programs
(IAA17465)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT WITH
THE WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE
COURTS – CASA PROGRAMS
(IAA17465)



RESOLUTION NO.

WHEREAS, the State of Washington, Administrative Office of the Courts, has contracted with Walla Walla County, Washington, to provide CASA (Court-Appointed Special Advocate) Programs, consisting of recruiting and training Court-Appointed Special Advocates to serve children in dependency matters, in compliance with Interagency Agreement #IAA17465; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2016, and said new Agreement has been offered to the County for the period July 1, 2016 through June 30, 2017; and

WHEREAS, the Walla Walla County Corrections Director has reviewed said Interagency Agreement and recommends approval; and

WHEREAS, said Interagency Agreement was submitted to the County Prosecuting Attorney and County Risk Manager for review; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Interagency Agreement, and that the Chair of the Board shall sign same in the name of the Board.

Passed this 12th day of September, 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*

INTERAGENCY AGREEMENT IAA17465
BETWEEN
WASHINGTON THE STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
COLUMBIA/WALLA WALLA COUNTY JUVENILE COURT
FOR THE
SUPPORT OF CASA PROGRAMS

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Columbia/Walla Walla County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs) in dependency matters or to reduce the average caseload of volunteers to recommended CASA standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA program to serve juvenile dependency cases. The COURT will ensure that the CASA program and CASA volunteers comply with the statutory requirements contained in RCW 13.34.100 - 107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/16 - 12/31/16	01/31/17
01/01/17 - 06/30/17	07/31/17

Failure to submit a report by the due date may adversely affect state funding of the CASA program.

If you have questions, please contact the AOC Program Manager Yvonne Pettus at Yvonne.pettus@courts.wa.gov or (360) 705-5229

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2016 regardless of the date of execution and it

shall end on June 30, 2017, except for any remaining obligations of the Court as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$65,991. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The Court shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

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 service(s) 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, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement 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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The

receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, CASA Bi-Annual Reports will be distributed to Washington State CASA. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASA Volunteers, and subcontractors who have access to children, prior to any access under this agreement;
- Based on the results from the criminal background check, determine each employee, CASA Volunteer, and subcontractor is suitable for access to children;
- Follow the AOC process, provided by the AOC Program Manager, for processing background checks.

The **AOC** will:

- Pay for CASA Volunteer criminal background checks.
- Provide CASA funding.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party

will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties.

GOVERNANCE

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

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

- 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.

ASSIGNMENT

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

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.

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.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager:	Contractor Contract Manager:
Yvonne Pettus Senior Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 yvonne.pettus@courts.wa.gov 360 705-5229	Mike Bates Juvenile Court Director 455 W Rose St, PO Box 1754 Walla Walla, WA 99362-0033 mbates@co.walla-walla.wa.us 509-524-2810

AGREED:**Administrative Office of the Courts****Columbia/Walla Walla County
Juvenile Court**

Signature *Date***Dirk Marler**

*Name***Director, Judicial Services Division**

Title

Signature *Date*

Name

Title

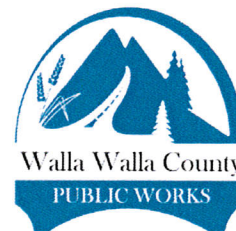
10:30

PUBLIC WORKS DEPARTMENT

Randy Glaeser

- a) Department update and miscellaneous

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 8 September 2016

Re: Director's Report for the Week of 5 September 2016

Board Action: 12 September 2016
Update Only

ENGINEERING:

- Waitsburg at Chase and Mill Creek Road Safety Projects (Tied bid): Transitions repaved, but a few problems remain.
- Mill Creek FH: ROW acquisition continues. Replying to counter offers.
- Mill Creek Road MP 1.1 to MP 3.96: Working on Project Funding Estimate (PFE).
- Blue Creek Bridge: Drafting plans.
- Foster Road Safety Project: Contractor completing earthwork. Rain day on Tuesday. Will need to dry out.
- Sunset Drive West and Lakeview Drive: In design.
- Port Kelley: Awarded to Ray Poland & Sons. First working day is September 20th.
- Miscellaneous: Collins Bridge - WDFW re-grading the channel and placing riprap.

DEVELOPMENT:

- Finalizing Budget

MAINTENANCE:

- South district working on annual Mill Creek Channel maintenance.
- Crews conducting routine maintenance.

ADMINISTRATION:

- Conducted interviews for the South District Assistant Foreman position.
- Conducted monthly Foremen's Meeting.
- Reviewed applicants for the Civil Engineer position.
- Working on annual performance evaluations.

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

Shelly Peters

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

11:15

COUNTY COMMISSIONERS

- a) Exit audit meeting with State Auditor's office representatives re: 2015 County audit (Financial and Single Audit component)
- b) Miscellaneous or unfinished business to come before the Board

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.