

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, AUGUST 14, 2017

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:15 COUNTY COMMISSIONERS

Chairman Duncan

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' proceedings for August 7 and 8, 2017
 - 2) Resolution _____ - Personal Services Contract between Walla Walla County and Phoebe Nguyen
 - 3) Resolution _____ - Personal Services Contract between Walla Walla County and Mary Tabb
 - 4) County voucher/warrants/electronic payments as follows: 4188652 through 4188981 totaling \$972,031.87
 - 5) Payroll action and other forms requiring Board approval

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF PERSONAL
SERVICES CONTRACT
BETWEEN WALLA WALLA
COUNTY AND MARY TABB

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RESOLUTION NO.

WHEREAS, Walla Walla County Department of Community Health has offered a Personal Services Contract to Mary Tabb; and

WHEREAS, Mary Tabb shall provide services to the county and be compensated for same as outlined in the contract for services; and

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

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

Passed this 14th day of August, 2017 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 L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

PERSONAL SERVICES CONTRACT
AGREEMENT NO. _____

Mary Tabb, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 7), Exhibit A (Scope of Work), Exhibit B (Compensation) and Exhibit C (any Special Conditions), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day July, 2017, and shall, unless terminated or renewed as elsewhere in this agreement, terminate on the 31st day of August, 2017.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$1250 in total.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 31st of July, 2017.

C O N T R A C T O R:

WALLA WALLA COUNTY:

By

Mary Tabb



Personal Service Contractor

Mailing Address:

1018 Valencia St.
Walla Walla, WA 99362.

Social Security #

On file with Walla Walla County Auditor's Office

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services: The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services: Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".
3. Assignment and Subcontracting: No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.
4. Wage Standards: Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.
5. Independent Contractor: The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor
6. No Guarantee of Employment: The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. Taxes: The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement: This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D".
9. Right to Review: This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.
10. Modifications: Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
11. Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
13. Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successors or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been

occasioned by the sole negligence of the County, its appointed or elected officials or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County and its agents and employees, and (2) the Contractor, its agents or employees, this provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its agents or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver: With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
15. Venue and Choice of Law:
In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.
16. Withholding Payment: In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
17. Future Non-Allocation of Funds: If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
18. Contractor Commitments, Warranties and Representations: Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement: Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
 - a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
20. Disputes:

- a. General Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.
- b. Notice of Potential Claims The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.
- c. Detailed Claim The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership if Items Produced All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.
22. Confidentiality: The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
23. Notice Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.
24. Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. to this end, the terms and conditions of this contract are declared severable.
25. Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival: The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
27. Discrimination: Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
28. Personal Property Furnished by the County:
When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.
29. Conversions:
Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.
30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:
By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.
31. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
32. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

Exhibit A

PURPOSE:

The purpose of this agreement is to deliver the following: a fully prepared report detailing the findings of the recently implemented Walla Walla County Mental Health Needs Assessment.

Contractor will:

- Deliver a completed report detailing the results of the WWC Mental Health Needs Assessment
 - Include highlights and key findings
 - Provide summary information of the lengthy survey
- Provide documentation of time spent on a Health Department-provided time sheet by the 5th working day of the month.

Walla Walla County Department of Community Health will:

- provide consultation on an 'as needed' basis
- make available any data or materials relevant to the project

Exhibit B

Compensation shall be \$12.00 per hour. Monthly totals for Contractor shall not exceed \$1250 for the duration of the contract.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF PERSONAL
SERVICES CONTRACT
BETWEEN WALLA WALLA
COUNTY AND PHOEBE NGUYEN



RESOLUTION NO.

WHEREAS, Walla Walla County Department of Community Health has offered a Personal Services Contract to Phoebe Nguyen; and

WHEREAS, Phoebe Nguyen shall provide services to the county and be compensated for same as outlined in the contract for services; and

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

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

Passed this 14th day of August, 2017 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 L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

**PERSONAL SERVICES CONTRACT
AGREEMENT NO. _____**

Phoebe Nguyen, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 7), Exhibit A (Scope of Work), Exhibit B (Compensation) and Exhibit C (any Special Conditions), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of July, and shall, unless terminated or renewed as elsewhere in this agreement, terminate on the 31st day of August, 2017.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$1250 in total.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 31st of July, 2017.

C O N T R A C T O R:

WALLA WALLA COUNTY:

By

Phoebe Nguyen



Personal Service Contractor

Mailing Address:

19765 SW Alderview Ct,
Beaverton, OR 97007

Social Security #

On file with Walla Walla County Auditor's Office

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services: The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services: Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting: No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.
4. Wage Standards: Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.
5. Independent Contractor: The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.
6. No Guarantee of Employment: The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. Taxes: The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement: This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D".
9. Right to Review: This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.
10. Modifications: Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
11. Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
13. Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successors or assigns, or its or their agent, servants, or employees, the County, its appointed

or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County and its agents and employees, and (2) the Contractor, its agents or employees, this provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its agents or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver: With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
15. Venue and Choice of Law:
In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.
16. Withholding Payment: In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
17. Future Non-Allocation of Funds: If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
18. Contractor Commitments, Warranties and Representations: Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement: Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
 - a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
20. Disputes:

- a. General Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.
- b. Notice of Potential Claims The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.
- c. Detailed Claim The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership if Items Produced All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.
22. Confidentiality: The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
23. Notice Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.
24. Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. to this end, the terms and conditions of this contract are declared severable.
25. Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival: The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
27. Discrimination: Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.
29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.
30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.
31. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
32. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

Exhibit A

PURPOSE:

The purpose of this agreement is to deliver the following: a fully prepared report detailing the findings of the recently implemented Walla Walla County Mental Health Needs Assessment.

Contractor will:

- Deliver a completed report detailing the results of the WWC Mental Health Needs Assessment
 - Include highlights and key findings
 - Provide summary information of the lengthy survey
- Provide documentation of time spent on a Health Department-provided time sheet by the 5th working day of the month.

Walla Walla County Department of Community Health will:

- provide consultation on an 'as needed' basis
- make available any data or materials relevant to the project

Exhibit B

Compensation shall be \$12.00 per hour. Monthly totals for Contractor shall not exceed \$1250 for the duration of the contract.

COUNTY COMMISSIONERS (continued)

a) Action Agenda Items:

- 1) Resolution _____ - Implementing the final draft of a classification and compensation study as presented by HR Compensation Consultants, LLC
- 2) Resolution _____ - Granting an easement for a right of way to PacifiCorp for the Wallula to McNary transmission line
- 3) Proposal 2017 08-14 EconDev - Port Approval for the Port of Walla Walla to expend 9/10ths Economic Development funds (Amended request from City of Waitsburg for Main Street Bridge Replacement Project)
- 4) Possible action on Hearing Examiner Extension Agreement

g) Miscellaneous business to come before the Board

h) Review reports and correspondence; hear committee and meeting reports

i) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF IMPLEMENTING
THE FINAL DRAFT OF A
CLASSIFICATION AND
COMPENSATION STUDY AS
PRESENTED BY HR
CONSULTANTS,
LLC.

RESOLUTION NO.

WHEREAS, pursuant to Walla Walla County Resolution 16 289, Walla Walla County secured the services of HR Compensation Consultants (HRCC), LLC to conduct a classification and compensation study; and

WHEREAS, Human Resources Manager Shelly Peters has been working directly with HRCC representatives to provide necessary information as compiled; and

WHEREAS, the Board of County Commissioners and the Human Resources Manager have had in-person and telephonic workshops with HRCC representatives, with the final draft of the study report presented during a special meeting of the Board on July 19, 2017; and

WHEREAS, during their regular session on July 24, 2017, the Board of County Commissioners held further discussions on the subject and reached consensus decisions to be formalized on same; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the HR Manager shall meet as soon as possible with all elected officials and department heads to review the study report.

BE IT FURTHER RESOLVED that the final results of the above-referenced study, i.e. classifications, job titles, and compensation (level/pay grades) as listed, shall be implemented and effective on October 1, 2017 for all non-represented employees of the County.

BE IT FURTHER RESOLVED that the HR Manager shall provide notice as required to representatives of the following bargaining units of the County regarding the study: Current Expense Courthouse Employees; Walla Walla County Corrections & Professionals Association; and Road Crew, Public Works Department.

BE IT FURTHER RESOLVED that the HR Manager shall notify the Board if/as the above-named bargaining units provide notice of either approval or protest, in order that the Board might proceed with official implementation notice for same.

BE IT FURTHER RESOLVED that the study, as commissioned, does not apply to the remaining bargaining unit of the County, the Walla Walla Commissioned Deputy's Association.

Passed this 14th day of August, 2017 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 L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF GRANTING
AN EASEMENT FOR A RIGHT OF
WAY TO PACIFICORP FOR THE
WALLULA TO McNARY
TRANSMISSION LINE

RESOLUTION NO.

WHEREAS, PacifiCorp, dba Pacific Power, plans to construct the Wallula to McNary 230 kilovolt transmission line between its Wallula substation in Washington and the Bonneville Power Administration substation in Umatilla, Oregon; and

WHEREAS, as part of this construction effort, PacifiCorp is desirous of obtaining an easement on, over and across a portion of property owned by Walla Walla County and has offered a Right of Way Easement (RW 20090263) to the County; and

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

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Right of Way Easement and shall sign same.

Passed this 14th day of August, 2017 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 L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

Return to:
Pacific Power
Manager/ Right of Way
825 NE Multnomah Street
Portland, Oregon 97232

RW 20090263

RIGHT OF WAY EASEMENT

For value received, **Walla Walla County, a political subdivision of the State of Washington** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **125** feet in width and **2372** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in **Walla Walla County, State of Washington**, more particularly described as follows and/or shown on Exhibit(s) "**A**" attached hereto and by this reference made a part hereof:

A portion of:

Lots 1 and 2, 3 and 4 and South half of the North half of Section 3, Township 6 North, Range 31 East of the Willamette Meridian, Walla Walla County, Washington.

Parcel No. 310603110003

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and such adjacent lands clear of all vegetation, including brush, trees and timber, structures (including fencing), buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor (i) place, use, store or permit any equipment or material that exceeds twelve (12) feet in height, (ii) light any fires, (iii) place or store any flammable materials (except rotational agricultural crops as described below), or (iv) install, erect or construct any structures or buildings on or within the boundaries of the right of way. Grantor may erect fences within the right of way so long as any such fences (i) do not exceed five feet in height, (ii) are located a minimum of twenty-five feet from any power pole or related facilities of Grantee, (iii) include swing or drop down gates that are at least 16 feet wide so Grantee may open the gates and travel along the whole length of the right of way unimpeded by such fences; and (iv) if gates are locked, include locks of Grantee daisy chained with any locks of Grantor. Grantee retains the right to remove any fences that present a safety concern as it relates to the transmission line at Grantor's cost. Further, within the corridor located in the right of way directly underneath the

conductors and extending ten (10) feet out from each of the outside conductors, Grantor shall not plant or maintain any vegetation of any kind that will exceed five (5) feet in height at maturity or, in the case of rotational agricultural crops, twelve (12) feet in height at maturity. Subject to the foregoing limitations, the surface of the right of way may be used by Grantor for other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted, including cultivation of rotational agricultural crops that comply with the restrictions on vegetation height set forth herein.

Grantee shall indemnify, protect, and hold harmless Grantor and its employees and agents (hereinafter collectively "Grantor Indemnified Parties") against and from any and all third party claims, demands, suits, losses, costs and damages of every kind and description, including attorney's fees and/or litigation expenses, brought or made against or incurred by the Grantor Indemnified Parties resulting directly from any act, omission, fault or negligence of Grantee, its employees, agents, representatives or contractors, their employees, agents or representatives' use under this Easement except to the extent that such claim, demand, loss, cause of action, or cost arises from or is attributable to Grantor's negligence or willful misconduct.

In case of any dispute between the parties concerning the rights and duties of either party under this Easement, there shall first be informal negotiations attempted between the parties. If negotiations are unsuccessful, then the dispute may be submitted to mediation/ arbitration by mutually agreed upon parties. If such arbitration or mediation is unsuccessful, the matter may be filed in Washington State Superior Court in Walla Walla County.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this _____ day of _____, 20____.

GRANTOR

Walla Walla County, a political subdivision of the State of Washington

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

State of Washington

County of Walla Walla

} SS.

This instrument was acknowledged before me on this ____ day of _____, 20____,

by _____, as County Commissioner, of Walla Walla County,
Washington.

[Seal]

Notary Public

My commission expires: _____

State of Washington

County of Walla Walla

} SS.

This instrument was acknowledged before me on this ____ day of _____, 20____,

by _____, as County Commissioner, of Walla Walla County,
Washington.

[Seal]

Notary Public

My commission expires: _____

State of Washington

County of Walla Walla

} SS.

This instrument was acknowledged before me on this ____ day of _____, 20____,

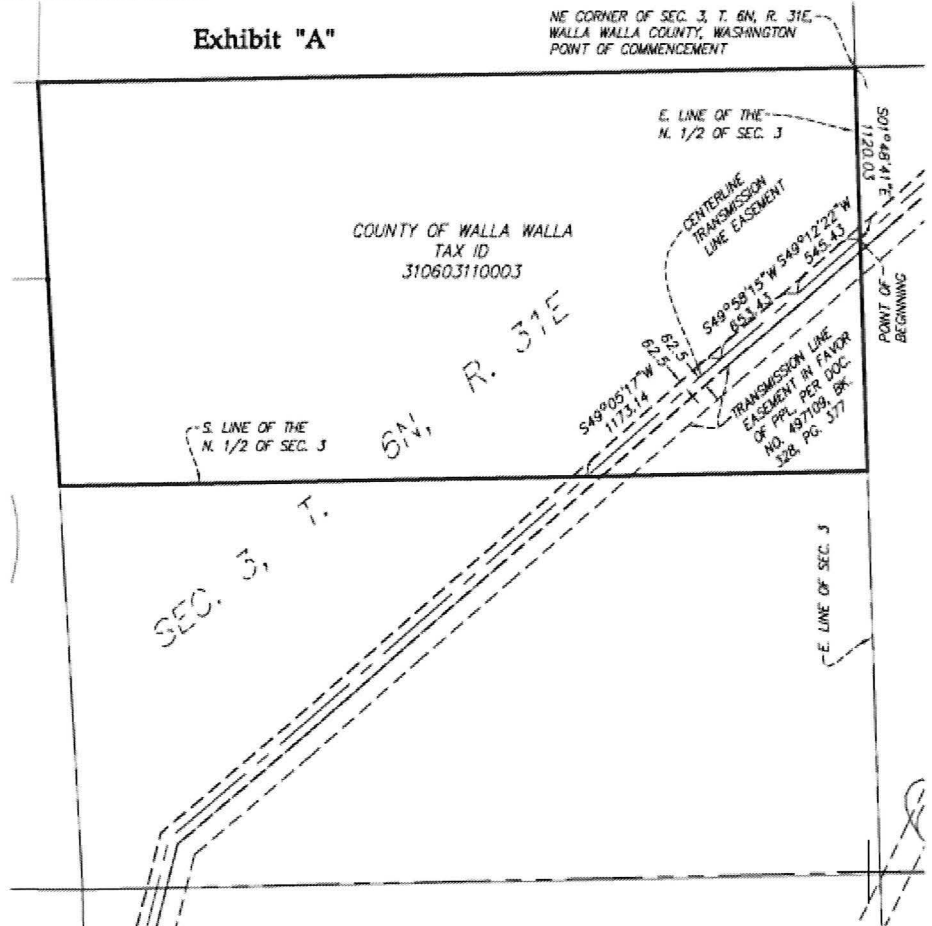
by _____, as County Commissioner, of Walla Walla County,
Washington.

[Seal]

Notary Public

My commission expires: _____

Exhibit "A"



EASEMENT DESCRIPTION

A 125 FOOT WIDE EASEMENT FOR UTILITY PURPOSES OVER, UNDER AND ACROSS THE NORTH HALF OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 31, EAST OF THE WILLAMETTE MERIDIAN, WALLA WALLA COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 01 DEGREES 48 MINUTES 41 SECONDS EAST, ASSUMED BEARING, ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1120.03 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 49 DEGREES 12 MINUTES 22 SECONDS WEST A DISTANCE OF 545.43 FEET; THENCE SOUTH 49 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 653.43 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 17 SECONDS WEST A DISTANCE OF 1173.14 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTH HALF OF SECTION 3 AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE EAST AND SOUTH LINES OF SAID NORTH HALF OF SECTION 3.

EASEMENT AREA: 296,598± SQ. FT. OR 6.81± AC.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paul V. Greenhagen
WASHINGTON
PAUL V. GREENHAGEN
42688

EXPIRATION DATE 3/14/2019

SURVEYOR'S CERTIFICATE

I, Paul Greenhagen, registered as a Land Surveyor by the State of Washington, certify that this survey represents a ground survey conducted by me or under my direction, that the distances and bearings are shown thereon correctly and that the boundaries have been set as depicted.

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

Sheet: 1 OF 1
Date: 9/26/16



Westwood Professional Services, Inc.
2000 Arapahoe Drive
Bainbridge, WA 99144
PHONE: 509-427-0180
FAX: 509-427-0182
TOLL FREE: 1-800-427-4199
www.westwoodps.com

McNary to Wallula
Transmission Project

Walla Walla County, WA

County of Walla
Walla Property
310603110003



MEMO

Date: 8-1-17

Proposal ID. 2017 08-14 EconDev – Port

To: BOCC

From: Diane Harris, Administrative Assistant

Intent – Approval of Port of Walla Walla expending funds

Topic – Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds for Amended City of Waitsburg – Main Street Bridge Replacement Project

Summary

The Port of Walla Walla during their regularly scheduled meeting on March 23, 2017 approved the City of Waitsburg's grant application for the Main Street Bridge Replacement Project. That request was for \$100,000 from the Port of Walla Walla's portion of the Economic Development Sales Tax Fund.

The City of Waitsburg is requesting an amendment to their original request of \$100,000 for an additional \$50,000 in order to cover the cost overruns as a result of a significant change order resulting from unforeseen bridge abatements. During their regularly scheduled July 27, 2017 meeting the Port of Walla Walla approved the amended request for funds.

Pursuant to the current interlocal between the Port and County of Walla Walla regarding the Economic Development Sales Tax funds the County must approve the Port of Walla Walla expending these funds.

Port of Walla Walla – 9/10ths funds - \$50,000 (new amended grant total is \$150,000)

Cost

\$150,000 (Total grant request with amendment)

Funding

9/10ths Funds – Port of Walla Walla

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approval of the Port of Walla Walla expending an additional \$50,000 out of their portion of the 9/10th Economic Development Funds for the amended City of Waitsburg – Main Street Bridge Replacement Project.

Submitted By

Disposition

Diane Harris, Commissioners 8/1/17

___ Approved

Name Department Date

___ Approved with modifications

___ Needs follow up information

Signature

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



August 1, 2017

Jim Duncan, Commissioner
James K. Johnson, Commissioner
Todd Kimball, Commissioner
Walla Walla County
P.O. Box 1506
Walla Walla, WA 99362

**RE: Amendment to the Economic Development Sales Tax Fund Grant
City of Waitsburg – Main Street Bridge Replacement Project**

Dear Commissioner:

On March 23, 2017, the Port of Walla Walla Commissioners approved a \$100,000 Economic Development Sales Tax Fund (EDSTF) grant to the City of Waitsburg for the City of Waitsburg – Main Street Bridge Replacement Project. The Walla Walla County Board of Commissioner's also approved their project consistent with our Interlocal Economic Development Agreement dated May 31, 2005.

The City of Waitsburg is requesting an additional \$50,000 in EDSTF in order to cover the cost overruns as a result of a significant change order resulting from unforeseen bridge abutments. On July 27, 2017, the Port of Walla Walla Commissioners approved the City of Waitsburg's amendment request for an additional \$50,000 from the Port portion of the EDSTF.

Consistent with our Interlocal Economic Development Agreement, the Port is submitting this amendment to the City of Waitsburg EDSTF grant for Walla Walla County Board of Commissioner's consideration and concurrence.

If you have any questions or need any additional information, please do not hesitate to call or email.

Sincerely,

Patrick H. Reay
Executive Director

Cc: Port Commissioners
File

**Professional Services Agreement Between
Walla Walla County and
The Offices of Sharon Rice Hearing Examiner PLLC
For Land Use Hearing Examiner Services**

Whereas, Walla Walla County has enacted a Hearing Examiner system to issue decisions on certain land use matters and appeals; and

Whereas, that system is referenced in Walla Walla County Code Chapter 2.50 and Walla County Code Title 14; and

Whereas, Sharon Rice has served as one of the County's Hearing Examiners since the system was implemented in 2005; and

Whereas, Ms. Rice has served as the County's primary Hearing Examiner since 2013; and

Whereas, the County and Ms. Rice most recently contracted for Hearing Examiner Services on December 5, 2016; and

Whereas, Ms. Rice submitted timely notice to terminate the December 5, 2016 agreement on April 27 2017; and

Whereas, Ms. Rice presided over a land use hearing docket on July 10, 2017, which was her last scheduled docket; and

Whereas, one of the matters heard on that docket, an application by PI Development LLC for a wireless communication facility, was docketed as CUP 17-02; VAR 17-001, and APP 17-002 (a SEPA Appeal); and

Whereas, Ms. Rice, in her capacity as Hearing Examiner, issued a Decision on CUP 17-02; VAR 17-001 and App 17-002 on July 31, 2017; and

Whereas, Inland Cellular filed a Request for Reconsideration on August 10, 2017 of the Hearing Examiner's July 31, 2017 Decision; and

Whereas, Paragraph 3 of the December 5, 2016 agreement states that, in the event of termination, the Hearing Examiner will complete any matter that is pending before the Hearing Examiner; and

Whereas, although the Reconsideration request was not "pending" before Hearing Examiner Rice, the County and Ms. Rice agree that it is most efficient, cost effective and expedient for

Ms. Rice to review and issue a decision on the Request for Reconsideration, as she is familiar with the facts and presided at the hearing;

Now therefore it is agreed that:

1. Ms. Rice shall have the authority as Walla Walla Hearing Examiner to review the Motion for Reconsideration of CUP 17-02; VAR 17-001, and APP 17-002, and issue a decision on the Motion.
2. The provisions of the 2016 Agreement shall govern this additional work, provided that Ms. Rice shall not be required to carry the insurance required by Paragraph 15 of that agreement.
3. It is understood by the parties to this Agreement that Ms. Rice has other obligations due to her current schedule, and that she may not be able to issue a decision in accordance with timelines in the Walla Walla County Code. Ms. Rice will endeavor to complete the work as expeditiously as possible.
4. This Agreement will expire upon issuance of the Hearing Examiner's decision on the Motion for Reconsideration.

AGREED TO August ____, 2017.

WALLA WALLA COUNTY

Walla Walla Board of County Commissioners

Date of Commissioner's Signature

OFFICES OF SHARON RICE HEARING EXAMINER PLLC
20126 Ballinger Way NE #167
Shoreline, WA 98155

Sharon A. Rice

Date of Examiner's signature

- 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)(a)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

10:00

COUNTY CORRECTIONS DEPARTMENT

Mike Bates

- a)** Department update and miscellaneous

10:15

COUNTY ASSESSOR

Debra Antes

a) Action Agenda Items:

- 1) Proposal 2017 08-14 ASR
Approval to expend funds from
Fund 13400 R/E Tax Admin
Assistance for Assessor's Office
technology

b) Office update and miscellaneous



MEMO

Date: 8/14/2017

Proposal ID. 2017 08-14 ASR

To: Commissioners

From: Debra Antes, Assessor

Intent – Purchase iPads and Accessories

Topic – Authority to purchase five (5) 12.9 Inch Ipad Pros and protective cases.

Summary

The County has grown considerably over the years. In the past five years the parcel count has increased by 3,233 while we still have the same number of appraisers. Technology and the change from a 4-year cycle to a 6-year cycle has helped, but now we are at a point where I need to update the technology or hire another appraiser.

Harris Govern True Automation, the current software used in the Assessor's office, offers a PACS Mobile Application that will save several steps in data entry and time for each appraiser. Which requires an Ipad with an internet connection (data). I am requesting the authority to purchase five, 12.9 inch Ipad Pros with protective cases and data connections for each. The Ipad with this application should cut the Appraisers workload by 1/3 and provide additional security by tracking the location of the employee for their safety.

My budget for Harris Govern True Automation maintenance includes the cost for the PACS Mobile Field Device Server and 4 licenses for the PACS Mobile Device. I will need an additional license at a cost of approximately \$600.00 in 2018. The setup and training was included in the original purchase of the Harris Govern True Automation software.

The cost of the devices and data connection will be paid out of the R/E Tax Admin Assistance Fund 13400. This fund was dedicated to the Assessor and Treasurer for technology. Walla Walla County Treasurer Gordon Heimbigner has reviewed my request and agrees with expending the funds from Fund 13400.

Cost

Fund 13400 – One time cost of approximately \$8,000 for the Devices

Fund 13400 - Yearly data cost of approximately \$3,000

Assessor Current Expense - 2018 Budget impact approximately \$600.00 (license)

Funding

REET Technology Fund 134 and Current Expense

Alternatives Considered N/A

Acquisition Method N/A

Security

These devices are not connected to the Walla Walla County network.

Access

N/A

Risk

N/A

Benefits

Time and Resources

Conclusion/Recommendation

Recommend the Board of Commissioners give authority to Debra Antes, Walla Walla County Assessor to purchase (5) Ipads, protective cases and data connection for use with the PACS Mobile Application.

Submitted By

Disposition

Debra Antes, Assessor 8/14/2017

___ Approved

Name Department Date

___ Approved with modifications

___ Needs follow up information

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

10:30

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Public Hearing:

- 1) To consider vacation of right of way of Spring Street

b) Action Agenda Items:

- 1) Resolution _____ - Vacation of Spring Street right of way as dedicated in Bucks Addition to the Town of Prescott, per Vol. B, Page 7 of plats, situated in Section 33, Township 10 North, Range 36 East, W.M.

c) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE VACATION
OF SPRING STREET RIGHT OF WAY
AS DEDICATED IN BUCKS
ADDITION TO THE TOWN OF
PRESCOTT, PER VOL. B, PAGE 7 OF
PLATS, SITUATED IN SECTION 33,
TOWNSHIP 10 NORTH, RANGE 36
EAST. W.M.



FINAL ORDER OF VACATION
RESOLUTION NO.

WHEREAS, Resolution 17 201, proposing the vacation of a portion of Spring Street right of way as dedicated in Bucks Addition to the Town of Prescott, per Vol. B, Page 7 of Plats, situated in Section 33, Township 10 North, Range 36 East, Willamette Meridian, was passed on the 24th day of July, 2017; and

WHEREAS, on the 24th day of July, 2017, the County Engineer was duly directed to examine said county roads and make a report in writing; and

WHEREAS, on the 24th day of July, 2017, the Board set the 7th day of August, 2017, 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 7th day of August, 2017, 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, the Board being satisfied that County interest in said right of way will not be necessary as part of a general road system, and that the public will be benefitted by its vacation; now therefore

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

Passed this 14th day of August, 2017 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 L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

EXHIBIT "A"

THE 60.00 FOOT WIDE DEDICATED RIGHT OF WAY OF SPRING STREET LYING BETWEEN MILL STREET AND ROGERS ROAD (COUNTY ROAD NO. 838), PER THE PLAT OF BUCKS ADDITION TO THE TOWN OF PRESCOTT, FILED IN VOLUME "B" PAGE 7 OF PLATS, RECORDS OF WALLA WALLA COUNTY, WASHINGTON, SITUATED IN SECTION 33, TOWNSHIP 10 NORTH, RANGE 36 EAST, W. M.

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 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.