

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, AUGUST 28, 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' sessions of August 21 and 22, 2017
 - 2) Resolution _____ - Implementing the final draft of a classification and compensation study as presented by HR Compensation Consultants, LLC
 - 3) County vouchers/warrants/electronic payments as follows: 4189391 through 4189625 totaling \$663,689.66
 - 4) Payroll action and other forms requiring Board approval

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
COMPENSATION 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 utilized; 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 study report and reached consensus decisions to be formalized on same, and requested the Human Resources Manager to meet as soon as possible with all elected officials and department heads to review the study report; and

WHEREAS, the Human Resources Manager was further requested to 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; and

WHEREAS, final action regarding the study was scheduled before the Board on August 14, 2017; however, it was determined that not all meetings with elected officials and department heads had been completed and that a few questions had been raised, so action was postponed until August 21, 2017, at which time further issues were discussed and additional decisions made to ensure no future loss of earnings to a small number of employees of which the Board was made aware; and

WHEREAS, a motion was approved by Board on August 21, 2017 during their regular public session to move forward with the implementation of said study, to include decisions made that day and prior, and instructed the Clerk of the Board to prepare a resolution to formalize that action; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that the final results of the above-referenced study, i.e. classifications, job titles, and compensation (level/pay grades) as recommended and approved, 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 notify the Board of County Commissioners 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 28th 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*

COUNTY COMMISSIONERS (continued)

- f) Action Agenda Items:**
 - 1) Resolution _____ - Joint
Walla Walla County – City of
Walla Walla Proclamation to
congratulate the Walla Walla
Valley Little League Team as
Northwest Regional representatives
at the Little League World Series
- 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 A JOINT
WALLA WALLA COUNTY – CITY OF
WALLA WALLA PROCLAMATION
TO CONGRATULATE THE WALLA
WALLA VALLEY LITTLE LEAGUE
TEAM AS NORTHWEST REGIONAL
REPRESENTATIVES AT THE LITTLE
LEAGUE WORLD SERIES



RESOLUTION NO.

WHEREAS, the Walla Walla Valley Little League team recently clinched the Northwest Regional title in the baseball playoffs in San Bernardino, California, enabling them to then represent Washington state and compete at the Little League World Series, a national event held in Williamsport, Pennsylvania; and

WHEREAS, in order to move forward, the team had to win their district, state, and Northwest tournaments, which achievement is extremely difficult and rare, as since 1957 just a dozen Little League teams from Washington State – including this year’s team – have made it to the Little League World Series as one of the best sixteen teams in the world; and

WHEREAS, congratulations and an acknowledgment of this hard work and effort resulting in this accomplishment is due the team, their coaches, and family members, and the Walla Walla County Board of Commissioners and the Mayor and Walla Walla City Council wish to jointly issue a proclamation in their honor and acknowledge the tremendous community support and good wishes extended to the team as they return to Walla Walla from participating in the World Series; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the Chair of the Board of County Commissioners and the Mayor of the City of Walla Walla shall sign a proclamation to pay homage to the achievements of the 2017 Walla Walla Valley Little League team and their coaches and parents, and present it to the team this date upon their return tonight, as part of parade in their honor.

*“Passed this **28th 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*

9:45

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

August 28, 2017

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

Other Projects

- **Fairgrounds Fair Prep**
 - Lots of activity around getting wireless up and running
 - PocketInet has been very responsive
- **Judges/Clerks Case Management and Document Management Systems**
 - Testing is underway
 - Meetings now being scheduled into next year. 5 so far.
 - OnBase – Viewed the update to OnBase that has the PRR tracking!
- **Budget /Assets**
 - Inventory of PC/LT and Tablets complete
 - Budget is ready
 - Down \$24,000
 - One cost not include because we paid for maintenance (OnBase) which is not yet installed – dealing with vendor
- **KnowBe4**
 - Seeing a little spike in test failures
 - Click group has been created
 - 3 failures and the user is presented with basic security training 5 min or so.
- **Intranet**
 - Cut over is complete
 - Online forms are working well but still tweaking work flows
 - Think paperless
- **Website Redesign**
 - 8 responses received
 - Demos complete
 - Sandbox for 4
 - Top 2 identified

- I would like permission to negotiate including payment options
- **New World**
 - Looks like the jail conversion was a success
 - Did throw out old records VINE (Victim Information and Notification Everyday)
- **Texting Policy**
 - Shelly still has this on her list of things to do.
 - Also as a side note, I have asked for Douglas County's social media policy
- **Old Email Server**
 - Need to offload to a search appliance/software so we don't lose what we have. Going to cost about \$1000
- **OnBase**
 - Clerk is converted, BoCC in progress
 - Conference call 8/24 for kickoff for rest of county
 - Should have test environment with limited documents by mid Sept.
 - Need to go over maintenance for 2017-18 (not installed yet)
- **Social Media Archiving**
 - Working on getting credentials to re-install.- In progress but having some issues with part of the application being a bit buggy and likes to crash. Working with support.
 - Is really buggy – I think we need to look elsewhere
- **PRO Certification**
 - Working with WAPRO organization to see if we can facilitate some training in our area.
 - There is some specific training that all PRO's in the state must have (30 hrs total)
 - If we can host training here for the east side of the state, we should be able help reduce travel costs. **Looks like some September/November opportunities on the west side**
- **Public Record Requests Last 2 Weeks**
 - 7= Requests received
 - 8 = Forwarded to departments
 - 3= Completed
 - 0= Pending Closure
 - 2 = Litigation hold
 - 0 = Pending 3rd party notice
 - 15 = Open/Being handled by the PRO (**Lowest in over a year I think**)

Whats on my plate?

1. Budget - new items and project 2018 costs
2. Drug Court Case Mgt
3. Phone – ESD – waiting for Bates
5. PHD Copier RFP
6. PRR – Tracking – SharePoint
7. OnBase - migration
9. Public Records
10. PHD- Grants Tracking RFP
11. PHD-eClinical - in progress
12. New Phone Carrier and Long Distance / Router-Replacement
15. Judges Desk PC/Monitor (Nuc)
17. Fair Long Distance
18. Website redesign -

Definitions

ACCIS = Association of County, City Information Systems (managers)

API = Application Program Interface

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
NDA=Non-disclosure agreement
RFP=Request For Pricing/Proposal
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.
EO = Elected Official
DH = Department Head
WAPRO – Washington Association of Public Records Officers

10:00

COUNTY CORRECTIONS DEPARTMENT

Mike Bates

a) **Consent Agenda items:**

- 1) Resolution _____ - Approving Interagency Agreement with the State of Washington, Administrative Office of the Courts – BECCA Bill Programs and Services (IAA18114)
- 2) Resolution _____ - Approving Interagency Agreement with the State of Washington, Administrative Office of the Courts – CASA Programs and Services (IAA18079)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT WITH
THE STATE OF WASHINGTON,
ADMINISTRATIVE OFFICE OF THE
COURTS - BECCA BILL PROGRAMS
AND SERVICES (IAA18114)



RESOLUTION NO.

WHEREAS, the State of Washington, Administrative Office of the Courts, has contracted with Walla Walla County, Washington, to provide "Becca Bill" Programs and Services, consisting of Truancy, At-Risk Youth, and Child in Need of Services programs in compliance with Interagency Agreement #IAA18114; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2017, and a new Agreement has been offered to the County for the period July 1, 2017 through June 30, 2018; and

WHEREAS, the Walla Walla County Juvenile Justice Center Administrator 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 28th 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*

**INTERAGENCY AGREEMENT IAA18114
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
COLUMBIA/WALLA WALLA COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and Columbia/Walla Walla County Juvenile Court (“Contractor”).

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to process Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

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

STATEMENT OF WORK

The Contractor will process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor’s jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca 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 “Becca Bi-Annual Report to AOC”.

Reporting schedule:

Period	Report Due
07/01/17 - 12/31/17	01/31/18
01/01/18 - 06/30/18	07/31/18

Failure to submit a report by the due date may adversely affect state funding of the Becca 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, 2017 regardless of the date of execution and it shall end on June 30, 2018, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$52,303.00 for costs incurred during the period of performance. 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.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a 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.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor 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.

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History**
In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

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 this 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. 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.

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. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

a. 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 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.

b. Termination for Cause

If 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 party.

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 hereto.

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.

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

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
(IAA18079)



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 #IAA18079; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2017, and a new Agreement has been offered to the County for the period July 1, 2017 through June 30, 2018; 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 28th 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*

**INTERAGENCY AGREEMENT IAA18079
BETWEEN
WASHINGTON 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
07/01/17 - 12/31/17	01/31/18
01/01/18 - 06/30/18	07/31/18

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 Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

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, 2017 regardless of the date of execution and it

shall end on June 30, 2018, 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 \$64,970. 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.

10:15

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Consent Agenda Items:

1) Resolution _____ - Revising rental rates for equipment owned by the Equipment Rental and Revolving Fund

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF REVISING
RENTAL RATES FOR EQUIPMENT
OWNED BY THE EQUIPMENT
RENTAL AND REVOLVING FUND**



RESOLUTION NO.

WHEREAS, the Equipment Rental and Revolving Fund (ER&R) was established according to the Revised Code of Washington (RCW) to provide a stable and dependable method of owning, maintaining, repairing and replacing County equipment; and

WHEREAS, the County Engineer has determined it is necessary to revise certain equipment rates owned by the Equipment Rental and Revolving Fund to operate the fund as designed; and

WHEREAS, the Corrections and Health Department are each adding one additional vehicle to their fleets; and

WHEREAS, the Board of Walla Walla County Commissioners has reviewed the rates as determined by the County Engineer; and

WHEREAS, the County Engineer will continue to monitor the ER&R Fund and equipment rental rates and recommend revisions as appropriate; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that rental rates for certain equipment owned by the Equipment Rental and Revolving Fund be set as shown on Attachment A, effective September 1, 2017.

Passed this 28th 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*

Attachment A

Equipment	Current Rate	Proposed New Rate
VEHICLE CATEGORY: Corrections	\$1973.44	\$2278.00
VEHICLE CATEGORY: Health Department	\$1601.22	\$1955.00

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 23 August 2018

Re: Director's Report for the Week of 21 August 2017

Board Action: 28 August 2017

Resolutions:

In the Matter of Revising Rental Rates for Equipment Owned by the Equipment Rental and Revolving Fund.

ENGINEERING:

- Mill Creek FH: In condemnation.
- Blue Creek Bridge: On hold waiting for Mill Creek ROW completion.
- Pflugrad Bridge: Acquiring ROW. Working on environmental permits.
- Pemberton Bridge: Bypass in, bridge has been removed.
- Mill Creek Road MP 1.1 to MP 3.96: Acquisition started.
- Whitman Drive West: Survey to begin.
- Touchet Gardena Bridge: Project complete.
- Byrnes Road and South Fork Coppei: Submitted plans to FEMA for possible funding of bank repair.
- City of Prescott stormwater: Design to begin late fall/winter.

MAINTENANCE/FLEET MANAGEMENT:

- South crew working on maintenance activities in the Mill Creek Channel.
- North crew working on bridge project.

ADMINISTRATION:

- Interviewing final candidates for Accounting Tech position.

10:30

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))

10:45

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

11:00

COUNTY COMMISSIONERS as the BOARD OF HEALTH

- a) Receive update regarding septic issues in the Lewis Peak area

11:15

DEPARTMENT OF COMMUNITY HEALTH

Meghan DeBolt

- a) Department update and miscellaneous

11:45

COUNTY COMMISSIONERS

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

NOON

RECESS

1:30

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

- a)** 2018 County Comprehensive Plan
and Development Regulations update
- b)** Discussion and possible action/direction
from the Board of County Commissioners
regarding 2018 County Comprehensive
Plan and Development Regulations update
- c)** Department update and miscellaneous



WALLA WALLA COUNTY

Community Development Department

310 W. Poplar, Suite 200 • Walla Walla, WA 99362-2865

Memorandum

To: Board of County Commissioners
From: Tom Glover, Community Development Director
Date: August 28, 2017

Re: 2018 County Comprehensive Plan and Development Regulations Update

Staff has completed a *very* preliminary review of the policies contained in each chapter of the comprehensive plan. We have been using an editable version of the plan to show suggested changes (red underline/strike-through), and marking places where additional research or clarity may be needed. There is still a lot of staff work to be done on this part.

Chapters reviewed:

- Critical Areas
- Housing
- Land Use
- Rural and Resource Lands
- Parks and Recreation
- Transportation (very preliminary review with Public Works)
- Utilities
- Capital Facilities
- Economic Development
- Burbank Subarea

Remaining:

- Shorelines (pending review of the new plan by the State)
- Introduction

While most of the update will be completed in-house, we have been working with the County's planning consultant, Bill Stalzer, to develop a formal Scope of Work, based on a consistency analysis (comparing changes to the GMA, and reviewing recent court cases that affect comprehensive plans). That Scope of Work will identify work tasks, and areas where we might need to outsource for additional professional planning services.

UPDATE: *We have received the GMA checklist from Bill and are reviewing it internally now. Unfortunately, Bill is no longer able to work on this project. We will need to find a professional planning consultant to continue the work that Bill had intended to do for us.*

There are several things we need to do with our Comprehensive Plan update:

- Conduct a consistency analysis to identify items that will need to be added to the Comprehensive Plan due to changes in state law, and recent court cases (ex: Whatcom County v. Hirst). We will need to identify:
 - What we have;
 - What we don't have, but should; and
- Are we still meeting the GMA requirements? If not, why not, and what changes do we need to make because of it? Review existing policies: identify and suggest removal of policies that read like code, are contradictory, or are duplicative.
- Collect data on existing conditions, and update the statistics and tables.
- Map the existing conditions, including changes made to the UGA and municipal boundaries via annexations;
- Conduct population growth capacity analysis for urban growth areas using methodology agreed to by all jurisdictions previously (OFM's estimates are not available until October).
- Determine the growth rate (high, medium, low or in between) and determine population allocations between jurisdictions.
- Evaluate existing urban growth area boundaries and recommend changes as needed.
- Conduct a SEPA review on the updated plan.
- Determine which areas of the County's Development Regulations need to be updated, and schedule accordingly.
- Create and disseminate Public Participation Plan.
- Consider integrating Community Conversations information.
- Consider integrating Blue Mountain Regional Trails project information and plan.
- Update Transportation Element to include WWVMPO plan.
- Update housing data, parks and recreation data, transportation data, utilities data, capital facilities data, and economic development data.
- Update 24 maps, create new maps for meetings and to document amendment proposals.
- Update Appendices as needed.

Schedule & Tasks:

- Monday, August 28th, meeting with the Board of County Commissioners:
 - Review Schedule.
 - Request permission to issue a RFQ/P for professional planning services (limited).
 - Review the need for opening the 2018 Comprehensive Plan amendment cycle as soon as possible. All amendments, including UGA applications. Application period: Sept. 5, 2017 to Nov. 1, 2017. (need signed resolution).
- By August 31st: establish a link on the County's website specifically for the County's Comprehensive Plan Update.
- Issue Press Release regarding 2018 amendment application cycle, including deadlines and process.

- Wednesday, September 6th, Presentation to the Planning Commission:
 - Summarize meeting with BoCC:
 - Review schedule and tasks;
 - Announce amendment cycle: types of amendments, deadline, and process;
- Tuesday, Sept. 18th: BoCC to establish Economic Development Committee? (need a resolution)
- Wednesday, October 4th, Planning Commission Workshop, present:
 - Update on the process to date;
 - Possible workshop regarding suggested text, goal, and policy amendments.
- Wednesday, Nov. 1st, Planning Commission Workshop, present:
 - Present staff suggested text, goal and policy amendments (based on input from PC in Oct.).
 - Amendments received during the application period (workshop presentation only, no action requested at this meeting).
- Wednesday, Dec. 6th, Planning Commission Workshop, present:
 - Completed population targets analysis and population/land capacity analysis;
 - Staff recommendations for the amendments received during the application period (workshop only).
 - Staff review of possible development regulations updates.
- Monday, Dec. 18th: Present updated information to the Board of County Commissioners in a public workshop meeting.

2018

1st Quarter:

- Wednesday, Jan. 3rd: Public Hearing at Planning Commission for recommendation setting the 2018 Final Docket for comp. plan amendment applications received.
- Staff conducts joint meetings with city staff to review applications per WWCC 14.10.080.
- Begin workshops and public hearings with Planning Commission, on the completed document, and possible development regulation updates. Anticipating multiple meetings to cover entire document (review in segments).
- SEPA checklist, determination (EIS required?).

2nd Quarter:

- Conduct public hearings with the Board of County Commissioners on the final document.
 - Finalized maps and tables;
- Submit to the State Department of Commerce for 60-day review.
- Complete adoption process by Statutory Deadline of June 30, 2018.

2:00

COUNTY FACILITIES MAINTENANCE

Tom Byers

- a) Review of Capital Facilities Plan**
- b) Review of 2018 preliminary budget**
- c) Department update and miscellaneous**

2:30

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.