

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, AUGUST 7, 2017

9:30

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

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

- f) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- g) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' proceedings for July 31 and August 1, 2017
 - 2) County warrants as follows: 4188651 in the amount of \$755.25 (correction)
 - 3) Payroll action and other forms requiring Board approval
- h) Miscellaneous business to come before the Board
- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

9:45

DEPARTMENT OF COMMUNITY HEALTH

Meghan DeBolt

a) Consent Agenda Items:

- 1) Resolution _____ - Interlocal Agreement between Columbia County and Walla Walla County
- 2) Resolution _____ - Appointments to the Human Services Advisory Board

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERLOCAL AGREEMENT
BETWEEN COLUMBIA COUNTY
AND WALLA WALLA COUNTY

RESOLUTION NO.

WHEREAS, Walla Walla County has on-going interlocal agreements with Columbia County for the provision of Environmental Public Health, Health Officer, Access to Baby and Child Dentistry, and Developmental Disability support on a reimbursable basis; and

WHEREAS, Columbia County has requested that renewal of the Interlocal agreement for Environmental Public Health support; and

WHEREAS, Walla Walla County has updated Attachment 1: Compensation, to reflect 2017 salaries and benefits; and

WHEREAS, Meghan DeBolt, Department of Community Health Department Director, has reviewed the proposed renewed Interlocal Agreement and recommends approval; and

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

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Interlocal Agreement Between Walla Walla County Department of Community Health and Columbia County Public Health and shall sign same.

Passed this 7th 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*

INTERLOCAL AGREEMENT BETWEEN
WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH
AND COLUMBIA COUNTY PUBLIC HEALTH

This agreement is entered into between Walla Walla County Department of Community Health and Columbia County Public Health to the Interlocal Cooperation Act, chapter 39.34 RCW. ^{pursuant}

I. PURPOSE

The purpose of this agreement is to provide Environmental Health Services to Columbia County by the staff of the Walla Walla County Department of Community Health.

II. SERVICES

Columbia County will:

1. Provide office access to office files, telephone access, and administrative support to the Columbia County Environmental Health program.
2. If required, schedule appointments for Columbia County residents to meet with Walla Walla County staff.
3. Contact the Walla Walla County Environmental Public Health Manager if environmental public health services are required at other than the normally scheduled support times.
4. Retain the rights and responsibilities of the Columbia County Board of Health and Health Officer for enforcement of the statutes and rules of the State of Washington and Columbia County.

Walla Walla County Department of Community Health will:

1. Provide environmental public health services on a schedule agreed upon by Columbia County Public Health and Walla Walla County Department of Community Health.
2. Provide food safety evaluations as outlined in RCW 43.20.145 and WAC 246-215.
3. Provide on-site sewage services as outlined in RCW 70.118 and WAC 246-272 and 246-272A.
4. If requested by Columbia County, License Septic Tank Installers and Pumpers as provided in RCW 70.118 and WAC 246-272-2251 and 246-272A0.
5. Provide environmental public health support to Columbia County's Solid Waste Disposal programs.
6. Provide environmental public health support to Columbia County's drinking water programs.
7. Provide support to Columbia County during disease outbreaks associated with food, water, or other environmental issues as requested by Columbia County.
8. Provide other environmental public health support as requested by Columbia County.
9. Provide other public health support as requested by Columbia County.

III. COMPENSATION

Columbia County agrees to pay Walla Walla County Department of Community Health for the provision of services as described in Section II above on an hourly basis as shown in Attachment 1. Hourly costs will be adjusted based upon increased personnel and overhead costs, as agreed to by Columbia County. Columbia County will make payment to Walla Walla County Department of Community Health within 30 days following submittal of an itemized statement.

IV. ADMINISTRATION

This agreement will be administered by Walla Walla County.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of the Walla Walla County are and will remain employees of Walla Walla County. Employees of Columbia County are and will remain employees of the Columbia County. Walla Walla County retains the authority to direct their employees in performance of this Agreement.

VI. INDEMNIFICATION

Columbia County shall defend, protect and hold harmless Walla Walla County from and against all damages, claims, suits and/or other actions arising from any negligent or intentional act or omission of the Columbia County's employees, agents and/or authorized subcontractor(s) while performing this contract. Walla Walla County shall defend, protect and hold harmless Columbia County from and against all damages, claims, suits and/or other actions arising from any negligent or intentional act or omission of the Walla Walla County's employees, agents and/or authorized subcontractor(s) while performing this contract. Should it be agreed or determined by a court of competent jurisdiction that both parties are at fault, each party shall be responsible in their pro rata share for all claims, suits, damages or any other loss determined to have occurred due to the respective party's act or omission.

In any and all claims against a Party, its officers, officials, employees and agents by any employee of the other Party's, contractor, subcontractor, lower tier subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the other Party's or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the each Party expressly waives any immunity that Party might have had under such laws. By executing this Agreement, each Party acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract a Party makes with any subcontractor or agent performing work hereunder.

Each Parties' obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by said Party, Party's employees, agents or subcontractors.

VII. AMENDMENT

Walla Walla County and Columbia County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Walla Walla County and Columbia County.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Walla Walla.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

X. TERMINATION CLAUSE

Either party may terminate this agreement by giving the other party at least thirty (60) days advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by Walla Walla County in furtherance of this agreement shall remain the property of Walla Walla County and all property purchased by Columbia County in furtherance of this agreement shall remain the property of Columbia County. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Columbia County and Walla Walla County will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the parties hereto.

XIII. FUNDING

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract for any future fiscal period, neither County will be obligated to perform and/or make payment for amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by that County's ordinance. No penalty or expense shall accrue to either County in the event this provision applies.

XIV. COMPLIANCE WITH LAWS:

Parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

XV. NONDISCRIMINATION

Parties, and their respective assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

XVI. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XVII. WAIVER

Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provision or condition.

XVIII. FILING

This agreement will be filed with the Walla Walla County Auditor's Office.

XIV. EFFECTIVE DATE

This agreement will take effect when executed by the parties, and will expire on December 31, 2019 unless terminated sooner or extended as provided herein.

Dated this ____ day of _____, 2017

Dated this ____ day of ²⁰¹⁷~~2019~~.

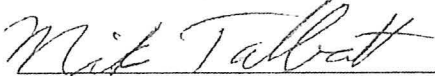
COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS _____

WALLA WALLA BOARD OF
COUNTY COMMISSIONERS _____



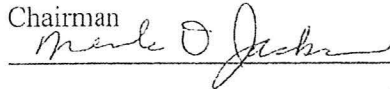
Norm Passmore, District 1 Commissioner

James K. Johnson, District 1, Commissioner
Chairman




Michael A. Talbott, District 2, Commissioner
Chairman

Todd Kimball, District 2, Commissioner



Merle Jackson, District 3, Commissioner

Jim Duncan, District 3, Commissioner



Leanne Peters, Clerk of the Board _____

Connie Vinti, Clerk of the Board _____

Approved as to form only:

Columbia County Prosecuting Attorney

Walla Walla County Prosecuting Attorney

Attachment 1: Compensation as of July 1, 2017

Compensation is based upon an hourly rate of the individual performing work for Columbia County. Rates will be adjusted as salary, benefit and overhead costs are adjusted. Mileage for travel required by this Agreement will be paid at the Walla Walla mileage rate.

2017	Total/Hour
Cutter, Stacy	\$49
Delgado, Antonio	\$47
Maycumber, Andrew	\$41
Tureman, Kevin	\$60

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPOINTMENTS TO THE HUMAN
SERVICES ADVISORY BOARD

}

RESOLUTION NO.

WHEREAS, Walla Walla County currently receives state funds for Developmental Disabilities and Behavioral Health Prevention Services; and

WHEREAS, these funds are allocated, supervised and monitored by Walla Walla County through their designee, the Department of Community Health; and

WHEREAS, a Human Services Advisory Board (HSAB) including five standing committees for Developmental Disabilities, Behavioral Health, Homelessness, Finance and Communications services has been established by the Walla Walla County Commissioners; and

WHEREAS, an advertisement for openings on the HSAB was published on April 30, 2017; and

WHEREAS, the HSAB Ad Hoc Membership Committee reviewed the applications that were received and formally recommended all applicants to be appointed to the HSAB; and

WHEREAS, these recommendations were unanimously supported by the HSAB by electronic vote taken July 18, 2017, with Richard Evans, Norman Thiel, Craig Volwiler and Alisha Walker recommended as new members to serve on the Human Services Advisory Board, and; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the above- named individuals be appointed to the Human Services Advisory Board, with a term of appointment of three (3) years for each.

Passed this 7th 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*

10:00

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

a) Consent Agenda Items:

- 1) Resolution _____ - Contract
Between the Washington State
Conservation Commission and
Walla Walla County related
to the Voluntary Stewardship
Program Work Plan development
and implementation
- 2) Resolution _____ - Interagency
Agreement between the Walla Walla
County Conservation District and
Walla Walla County related to
implementation of the Voluntary
Stewardship Program

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

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

RESOLUTION NO.

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

WHEREAS, the Washington State Legislature provided funding for planning and implement of this Program to the counties of the state that "opted-in" to participate therein, and pursuant to Walla Walla County Resolution 16 073, Walla Walla County entered into an agreement with the Washington State Conservation Commission for VSP work plan development and implementation funding through said Commission; and

WHEREAS, pursuant to Walla Walla County Resolution 16 030, the Walla Walla County Conservation District was designated as the entity responsible for administering said VSP funds, coordinating the identified VSP Watershed Group activities, developing a work plan that provides protection of critical areas of the County while maintaining the viability of agriculture, and submitting a completed VSP Work Plan to the director of the State Conservation Commission for approval; and

WHEREAS, the Washington State Legislature has now provided additional funding for Biennium 2017-2019 for VSP planning and implementation, and a 2017-19 Biennium Contract No. K1828 Between the Washington State Conservation Commission and Walla Walla County, an agreement to provide additional funding to the County for a project identified as Voluntary Stewardship Program Work Plan Development and Implementation, has been submitted to the County and undergone review by various entities and the County Prosecuting Attorney's office; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said 2017-19 Biennium Contract No. K1828 Between the Washington State Conservation Commission and Walla Walla County.

Passed this 7th 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

2017-19 Biennium Contract No. K1828

BETWEEN

The Washington State Conservation Commission

AND

Walla Walla County

Project: Voluntary Stewardship Program Work Plan Development and Implementation

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

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

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

1.0 PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall commence on the effective date of this agreement, which is July 1, 2017, and be completed on June 30, 2019, unless either extended by agreement of the parties or terminated sooner, as provided herein. It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements.

2.0 SCOPE OF WORK

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

The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules

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

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

3.0 FUNDING AVAILABILITY

Funding provided by legislative appropriation for the work herein will not exceed \$220,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days notice of an intent to reduce the amount of funding available under this agreement.

3.1 Eligible Costs:

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel.
- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group participants is not allowed.
- Meeting rooms and light refreshments for working meetings.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services.
- Copy and printing costs.

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

3.2 Disallowed Costs:

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees.

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

3.3 Insufficient Funds:

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

3.4 Method of Compensation:

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs or obligations incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

3.5 Retainage

Notwithstanding the provisions of Sections 3.0 - 3.4 above, an amount equal to ten percent (10%) of the amount listed in section 3.0 FUNDING AVAILABILITY herein shall be retained by the COMMISSION. This amount shall be available to the COUNTY after May 1, 2019 or upon demonstration of satisfactory completion of this agreement, whichever comes first, provided that the COUNTY has maintained full compliance with the provisions of APPENDIX C – BILLING PROCEDURE. The demonstration of satisfactory completion of this agreement is defined as meeting all conditions set out in APPENDIX B – SCOPE OF WORK.

4.0 ASSIGNMENT

The COUNTY may assign or delegate the Lead Entity work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such assignment or delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portion(s) of the work as it deems necessary to complete the work. If COUNTY chooses to assign a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

5.0 CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference.

6.0 TERMINATION

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

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

- 6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.
- 6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.3 The failure to submit the work plan within the timeline requirements provided in RCW 36.70A.720-735 are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.4 The failure to provide an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2019 to the COMMISSION's VSP Contract Manager, as set out in APPENDIX B – SCOPE OF WORK, unless this agreement is otherwise completed before March 1, 2017, is grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.5 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.
- 6.6 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.
- 6.7 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

7.0 BREACH

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of contract by the COUNTY. The COMMISSION may withhold payments for the purpose of

setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined.

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

8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

9.0 EFFECTIVE DATE

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

WASHINGTON STATE CONSERVATION
COMMISSION

Walla Walla County

Signature

Signature

Executive Director Date

Title Date

2017-19 Biennium Voluntary Stewardship Program
COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

Terms used throughout this contract are defined below:

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

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

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

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

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

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

"Implement" shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

II. DISPUTES

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

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

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

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

III. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Scope of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

IV. CONTRACTING FOR SERVICES

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

V. INDEMNIFICATION

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

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

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the COMMISSION for any claim arising out of or incident to the COUNTY's or any subcontractor's performance or failure to perform the contract. The COUNTY's obligation to indemnify, defend, and hold harmless the State of Washington and the COMMISSION shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

VI. RECOVERY OF PAYMENTS

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may, at the COMMISSION'S sole discretion, be required to repay to the COMMISSION any funds that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless in the opinion of the COMMISSION by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period not to exceed two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

VII. INELIGIBILITY

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

VIII. INDEPENDENT RELATIONSHIP

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

IX. KICKBACKS

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

X. INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. 200-212.

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

XI. PROPERTY MANAGEMENT

The COMMISSION'S Property and Records Management Policy, contained in the [Commission's Grants and Contracts Manual](#), pgs 62-63, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

XII. RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained in the [Commission's Grants and Contracts Manual](#), pg 61 for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

XIII. 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.

XIV. 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.

XV. ACCESSIBILITY REQUIREMENTS

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at <https://ocio.wa.gov/policy/minimum-accessibility-standard>.

2017-19 Biennium Voluntary Stewardship Program COMMISSION and COUNTY Agreement

APPENDIX B – SCOPE OF WORK

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

- A. Implement requirements of the Voluntary Stewardship Program (VSP) and RCW 36.70A.700-735.
- B. Identify the lead entity for the implementation of the VSP.
- C. Designate, organize, and convene a watershed work group.
- D. Provide staff support for the watershed work group.
- E. Provide for facilitation of the watershed work group, if needed.
- F. Assist the watershed work group in the development of a work plan that meets the requirements of RCW 36.70A.720.
- G. Implement the VSP work plan once it is approved by the COMMISSION. As part of implementation:
 - 1) Ensure outreach and technical assistance is provided to agricultural operators;
 - 2) Designate the entity or entities that will provide technical assistance;
 - 3) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
 - 4) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium; and
 - 5) Satisfy any other requirement of RCW 36.70A.70.700-.760.

Deliverables:

- A. Provide a timely quarterly status report to the VSP Program Manager in a form and manner prescribed by the COMMISSION, and deemed reasonable by COUNTY staff. Quarterly reports are here: <https://www.formstack.com/forms/?2221155-U3eHq4N8zh>
- B. Provide to the COMMISSION a final work plan meeting the requirements of RCW 36.70A.720 and submit the work plan within the timeline requirements provided in RCW 36.70A.720-735.
- C. Provide to the COMMISSION's VSP Contract Manager, no later than March 1, 2019, an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2019.

2017-19 Biennium Voluntary Stewardship Program
COMMISSION and COUNTY Agreement

APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Karla Heinitz
VSP Contract Manager
Washington State Conservation Commission
P.O. Box 47721
Olympia, WA 98504

Send invoices to: sccgrants@sccgrants.wa.gov

For billing questions, contact: kheinitz@scc.wa.gov; phone: 360-407-6212

Invoices for payment shall be submitted **monthly**. An invoice shall be submitted regardless of whether work has been performed on the project, this is considered a "No Activity" Invoice. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the COUNTY for review. A copy of any contractor invoices, or other receipts will be attached to the billing.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION **monthly** upon receipt of the invoice. Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

Final Request for Payment:

The COUNTY must submit final requests for compensation during the current fiscal year no later than July 10th after the end of the current fiscal year. Failure to comply with this timeline may result in denial of any such claim.

2017-19 Biennium Voluntary Stewardship Program
COMMISSION and COUNTY Agreement

APPENDIX D – RESPONSIBLE INDIVIDUALS

Each party shall identify and keep current those individuals responsible for this agreement listed below. If for any reason the individuals listed below are no longer responsible for this agreement, the parties agree to immediately identify and notify each other of another responsible individual for this agreement.

The Project Officer for the COMMISSION is:

Ron Shultz
Policy Director
Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
(360) 407-7507
rshultz@scc.wa.gov

The responsible individual for the COUNTY is:

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERAGENCY AGREEMENT
BETWEEN THE WALLA WALLA
COUNTY CONSERVATION DISTRICT
AND WALLA WALLA COUNTY
RELATED TO IMPLEMENTATION OF
THE VOLUNTARY STEWARDSHIP
PROGRAM

RESOLUTION NO.

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

WHEREAS, on January 25, 2016, the County, pursuant to Walla Walla County Resolution 16 030, designated the Walla Walla County Conservation District as the entity responsible for administering VSP funds, coordinating the identified VSP Watershed Group activities, developing a work plan that provides protection of critical areas of the County while maintaining the viability of agriculture, and submitting a completed VSP Work Plan to the director of the State Conservation Commission for approval; and

WHEREAS, the Washington State Legislature provided funding for implementation of the Program to the counties of the state that "opted-in" to participate therein, and pursuant to Walla Walla County Resolution 16 058, Walla Walla County entered into an agreement to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes; and

WHEREAS, the Washington State Legislature has now provided additional funding for Biennium 2017-2019 for VSP planning and implementation, and an Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County to continue services with the intent to finalize the work plan, submit the plan for state approval, and begin monitoring and implement of the plan has been submitted; and

WHEREAS, the Interagency Agreement has been reviewed by the County Prosecuting Attorney's office; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County.

Passed this 7th 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
BETWEEN
THE WALLA WALLA COUNTY CONSERVATION DISTRICT
AND
WALLA WALLA COUNTY

This Agreement is made and entered into by and between the Walla Walla County Conservation District, hereinafter referred to as "DISTRICT" and Walla Walla County hereinafter referred to as "COUNTY" and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to enter into an agreement for the COUNTY to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

The DISTRICT has worked with the COUNTY in FY2016 and 2017 to facilitate and develop the VSP plan. This contract would extend that agreement with the intent to finalize the plan, submit the plan for state approval, and begin monitoring and implementation of the plan.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

Terms used throughout this contract are defined below:

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

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

"COUNTY" shall mean the Walla Walla County, any division, section, office, unit or other entity of the COUNTY, or any of the officers or other officials lawfully representing the COUNTY.

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

"Agreement Manager" shall mean the specific employee of either the DISTRICT or COUNTY that is assigned as the primary contact for purposes of the fulfillment of this Agreement.

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

"WSCC" shall mean the Washington State Conservation Commission

INTENT

The COUNTY will provide funding consistent with the terms of this agreement, the policies of the COUNTY, and the laws of the state of Washington; and the DISTRICT will implement the terms of this agreement with the funding provided consistent with the policies of the DISTRICT and the laws of the state of Washington.

STATEMENT OF WORK

The DISTRICT shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein, and set forth in Attachment "A" which is incorporated herein. The DISTRICT shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

PERIOD OF PERFORMANCE

It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-760, subject to available funding. Subject to its other provisions, the period of performance of this Agreement shall commence on the effective date of this agreement and be completed on June 30, 2019, unless either extended by agreement of the parties or terminated sooner, as provided herein. It is anticipated that sufficient funding will be provided until June 30, 2019, to complete the work items referred to within RCW 36.70A.720-735 and in this Agreement. If such funding is not provided, the parties agree that the DISTRICT shall be under no additional obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$200,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in Attachment B which is attached and incorporated herein.

METHOD OF PAYMENT

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

BILLING PROCEDURES

The DISTRICT shall voucher the WSCC directly. The COUNTY agrees to send a letter from the COUNTY to the WSCC designating the DISTRICT as the lead entity. The letter must be on file with the WSCC before the WSCC will reimburse the DISTRICT for any costs under this agreement. The WSCC also requires a copy of this signed Agreement.

BILLING DETAIL

The DISTRICT shall use the A-19 form that the WSCC will provide to the DISTRICT for all billings against this Agreement. The A-19, along with the WSCC standard Summary and Detail voucher pages will need to be submitted along with backup for all the charges requested for reimbursement. Billings will need to be submitted monthly to the WSCC.

ELIGIBLE COSTS

Each contract will have only one Intermediate Outcome with the following sub-objects:

- Salaries and benefits
- Overhead – limited to 25% of salaries and benefits
- Travel
- Meeting rooms and light refreshments
 - Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees is also required.
- Reports, studies and research
- Copy and printing costs (for reports, studies, etc.)
- Facilitation costs (if any).
- Equipment purchases will be considered on a case by case basis. These costs need to be directly related to the activities of the work group. The purchase will need to be approved in writing by the WSCC prior to the costs being incurred, or the costs will not be reimbursed. Equipment includes, but is not limited to: computers, data base software, and GIS software.

REPORTING REQUIREMENTS

Reports are due quarterly for this Agreement.

- Period of July 1 – September 30, 2017 – Due October 10, 2017
- Period of October 1 – December 31, 2017 – Due January 10, 2018
- Period of January 1 – March 31, 2018 – Due April 10, 2018
- Period of April 1 – June 30, 2018 – Due July 10, 2018
- Period of July 1 – September 30, 2018 – Due October 10, 2018
- Period of October 1 – December 31, 2018 – Due January 10, 2019
- Period of January 1 – March 31, 2019 – Due April 10, 2019
- Period of April 1 – June 30, 2019 – Due July 10, 2019

Reports are to be submitted online using the online form system of the WSCC.

DUPLICATION OF BILLED COSTS

The DISTRICT shall not bill the COUNTY for services performed under this contract, and the COUNTY shall not pay the DISTRICT, if the DISTRICT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

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 completion of the work in this Agreement, the COUNTY may:

- A. Terminate this Agreement with *(fourteen)* (14) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- C. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- D. Pursue such other alternative as the parties mutually agree to writing.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$280,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount.

DISALLOWED COSTS

The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the DISTRICT expends more than the amount of the COUNTY funding in this agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred in excess of this Agreement.

INSUFFICIENT FUNDS

The obligation of the COUNTY to fund this Agreement is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this Agreement crosses over state fiscal years the obligation of the DISTRICT is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract.

ASSIGNMENT

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

AGREEMENT MANAGEMENT

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

The Agreement Manager for the DISTRICT is the DISTRICT manager, currently Renee M. Hadley:

NAME: Renee Hadley
TITLE: District Manager
MAIL ADDRESS: 325 N 13th Ave
CITY, STATE ZIP: Walla Walla, WA 99362
PHONE: (509)522-6340 x5
EMAIL: renee.hadley@wwccd.net

The Agreement Manager for the COUNTY is:

NAME:
TITLE:
MAIL ADDRESS:
CITY, STATE ZIP:
PHONE:
EMAIL:

TERMINATION

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

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

AMENDMENT

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.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner: By the Agreement Manager or other designated official who shall provide a written statement of decision to the DISTRICT. The decision of the Agreement Manager or other designated official shall be final and conclusive unless, within thirty days from the date the DISTRICT receives such statement, the DISTRICT mails or otherwise furnishes to the COUNTY a written appeal. An appeal of the Agreement Manager's decision shall be addressed by the COUNTY. The DISTRICT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COUNTY for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05. Pending final decision of dispute hereunder, the DISTRICT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

CONTRACTING FOR SERVICES

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

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

INELIGIBILITY

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

INDEPENDENT RELATIONSHIP

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

KICKBACKS

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

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the DISTRICT or DISTRICT's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the DISTRICT may copyright or patent the same but shall grant the COUNTY a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. 200-212.

Publications. When the DISTRICT, DISTRICT's Agent(s), or persons employed by the DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in

printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

PROPERTY MANAGEMENT

The COUNTY'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

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

SEVERABILITY

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

WAIVER

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

BREACH

The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY and/or the State of Washington because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined. In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under RCW 36.70A. the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

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

EFFECTIVE DATE

The effective date of this Agreement shall be the last date of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSERVATION DISTRICT

WALLA WALLA COUNTY

Signature

Signature

Title

Date

Title

Date

Approved as to form:

Approved as to form:

County Prosecuting Attorney

Signature

Date

Voluntary Stewardship Program Interlocal Agreement DISTRICT and COUNTY Agreement

Attachment A STATEMENT OF WORK

The DISTRICT is hereby proposing that the COUNTY designate the DISTRICT as the entity responsible for administering VSP funds and coordinating the VSP Work Group.

The primary goals of the proposed scope of work are to: (1) Facilitate final development of a Work Plan that provides protection of critical areas while maintaining the viability of agriculture, (2) submit completed VSP Work Plan to the director of the Washington State Conservation Commission for approval, and 3) pending approval of the Work Plan, begin implementing the Plan.

Note: this proposal is for 2 years of work on VSP for the COUNTY. The overall program will consist of the following tasks to be performed by the DISTRICT or its contractors:

Task 1: VSP Management and Administration

A. The DISTRICT will manage and administer all aspects of the work described in this scope of work. The DISTRICT will work closely with the COUNTY to ensure full compliance with the requirements and intent of VSP. Responsibilities will include but not be limited to (1) submittal of vouchers and invoices, (2) maintenance of records, (3) preparation of progress reports, (4) compliance with applicable procurement and contracting procedures and laws, (5) compliance with requirements of this Agreement.

B. The DISTRICT will ensure that every effort is made to maintain effective communication between the VSP Work Group, the COUNTY, local stakeholders, and participating state and federal agency personnel.

Deliverables:

1. Effective management and administration of the project.
2. Maintenance of all project records.
3. Timely submission of all required performance items such as vouchers, fiscal records and quarterly progress reports.
4. Timely signature of the funding agreement with the COUNTY.
5. Provide quarterly status report to the COUNTY in a form and manner proscribed by the COUNTY, and deemed reasonable by DISTRICT staff.

Task 2: Work Group Organization and Facilitation

A. The DISTRICT will facilitate the work of the VSP Work Group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture.

- B. Provide facilitation (either in-house or consultant) for VSP Work Group meetings which are expected to be monthly.
- C. Incorporate the ideas, recommendations, and judgements of the Work Group into the Work Plan.
- D. Ensure the meetings are managed according to the requirements of the Open Public Meetings Act.

Deliverables:

- 1. Regular meetings of the VSP Work Group members and interested public.
- 2. Facilitation of meetings and other actions of VSP Work Group including communications, agendas, minutes, etc.

Task 3: Facilitate VSP Work Plan Development

- A. The DISTRICT will facilitate the VSP Work Group which will complete the following VSP Work Plan as per RCW 36.70A.720. The VSP Work Group will:
 - 1. Identify critical areas and agricultural activities within those critical areas.
 - 2. Develop a public outreach plan to contact landowners.
 - 3. Identify and designate entity(ies) to provide landowner assistance (voluntary stewardship plans) RCW 36.70A.720 (1)(f).
 - 4. Identify measurable programmatic and implementation goals and benchmarks.
 - 5. Review and incorporate applicable water quality, Work management, farmland protection, and required species recovery data and plans. RCW 36.70A.720 (1)(a).
 - 6. Seek input from tribes, agencies and stakeholders. RCW 36.70A.720 (1)(b).
 - 7. Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the Work necessary to meet the protection and enhancement benchmarks of the work plan. RCW 36.70A.720 (1)(c).
 - 8. Ensure outreach and technical assistance is provided to producers and operators in the various Works. RCW 36.70A.720 (1)(d).
 - 9. Create measurable benchmarks that, within ten years after receipt of funding, are designed to result in (a) the protection of critical areas functions and values and (b) the enhancement of critical areas functions and values through voluntary, incentive based measures. RCW36.70A.720 (1)(e).
 - 10. Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas. RCW 36.70A.720 (h).
 - 11. Establish baseline monitoring for:
 - a. Participation and implementation of voluntary stewardship plans and projects
 - b. Stewardship activities, and
 - c. Effects on critical areas and agriculture relevant to protection and enhancement benchmarks. RCW 36.70A.720 (1)(i).

12. Develop timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.
13. Coordinate monitoring programs with other state agency activities.
14. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

1. Provide to the COUNTY a final work plan meeting the requirements of RCW 36.70A.720 and submit the work plan within the timeline requirements provided in RCW 36.70A.720-735 to the Technical Panel for approval.

Task 4: Public Outreach and Technical Assistance

- A. The Work Group will utilize existing outreach tools (e.g. the DISTRICT's newsletter) to the extent possible to keep County landowners and the public informed as to the status and potential requirements that will be addressed in the VSP Work Plan.
- B. The Work Group will continually encourage public and landowner input into the VSP Work Plan development and approval process.
- C. The District will maintain a webpage for VSP. This website will include program description, goals, and products for public review. It will also include meeting minutes, dates and agendas for future meetings.
- D. Public informational meetings will be held as needed.
- E. Additional public outreach will be determined by the Work Group.
- F. Local newspapers will be the primary media for invitations for input into the VSP process and work plan.
- G. The DISTRICT will provide technical assistance to operators/producers if funding is available.

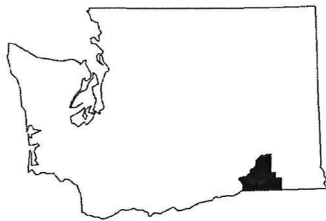
Deliverables:

1. Robust public outreach using existing and/or new outreach tools.
2. Develop and maintain webpage for VSP process.
3. Public informational meetings as needed/required.
4. Additional public contact to be determined.

**Voluntary Stewardship Program
Interlocal Agreement
DISTRICT and COUNTY Agreement**

Attachment B
BUDGET

	FY 2018	FY2019	Total
<i>Task 1: VSP Management and Administration</i>	25,000	25,000	50,000
<i>Task 2: Work Group Organization and Facilitation</i>	15,000	5,000	20,000
<i>Task 3: Facilitate VSP Work Plan Development</i>	15,000	5,000	20,000
<i>Task 4: Public Outreach, Technical Assistance, Monitoring & Implementation of work plan</i>	45,000	65,000	110,000
TOTAL	100,000	100,000	200,000



WALLA WALLA COUNTY

Community Development Department

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

To: Board of County Commissioners
From: Tom Glover, Community Development Director
Date: August 7, 2017

Voluntary Stewardship Program – VSP:

- Work continues with this project, but the document is nearly completed. Public comment has been received, and minor adjustment of the plan in response to the comments received is underway.
- Funding for the next biennium is available, thanks to the State Legislature. We expect to use the \$220,000 for implementation. Two new contracts are headed to the Board of County Commissioners for consideration, and a request by staff to sign them.

2017 Amendment Cycle: Workshop with the Planning Commission at June meeting.

- **CPA17-001/REZ17-001 –Cavalli**
Site-specific application by Roberta Cavalli to change the *land use designation* from Agriculture Residential to Rural Residential 5, and *rezone* an 18.27-acre parcel at the intersection of Wallula Avenue and McKinney Road from AR-10 to RR-5 (10-acre minimum lot size to five-acre min. lot size).
- **ZCA17-002 – Brent Knowles**
Application by Brent Knowles to amend WWCC Chapter 17.31, Development Standards – Cluster Developments on Resource Lands. The amendments would increase the allowed average lot size for residential lots in a cluster subdivision; increase the maximum allowed lot size of cluster lots; allow the creation of 20-acre lots in the AR-10 zone; and revise the code as it pertains to density transfers.
- **CPA17-002/REZ17-002 – JR Simplot Company**
Site-specific applications to add a 160-acre property (Parcel A) to the Attalia Industrial UGA, change the land use and zoning designations from PA/PA-40 to Industrial/IA-M, and remove the Unique Lands designation. This property is located north of the existing UGA boundary and Dodd Road. Secondly, the applications would remove a 160-acre property (Parcel B) on Dodd Road from the Attalia UGA and change the land use and zoning from Industrial/IA-M to PA/PA-40. (APN 310822110002, 310826410004)

Wallula Gap Business Park, Industrial Wastewater Assessment and Environmental Assessment:

- Completed! \$100,000 grant has been closed, and the County has been reimbursed. All payments to Anderson-Perry have been completed as well.

2018 County Comprehensive Plan Update:

Met with the Cities of Walla Walla, College Place, and Waitsburg to discuss approach to Urban Growth Areas (UGA) analysis, including population and land capacity analysis. Met again later to review G.I.S. mapping, and to identify areas where each city would like to adjustment their UGAs. Will meet again later this month to check in, and firm up approach to conducting the analysis.

Will need to open the 2018 Comp. Plan amendment process soon to give us time to process applications before the June 30, 2018 deadline.

Revenue & Permit Stats, First Half 2017:

w/Comparison to previous years, same time period (Jan 1 – Jun 30).

Fees collected for planning applications/land use decisions, building permits, residential burn permits, and the *technology services fee* (new for 2017):

<u>Year</u>	<u>Revenue</u>	<u>Land Use Projects</u>	<u>Bldg Permits/SFR</u>	<u>Burn Permits</u>
• 2017	\$355,133	60	216/29	435
• 2016	\$254,158	54	230/26 (49 yr.)	307
• 2015	\$280,585	44	245/29 (54 yr.)	559
• 2014	\$314,589	42	246/43 (69 yr.)	482

Blue Mountain Region Trails – Ridges, Towns, and Rivers Plan:

Update: The National Park Service has approved our request to continue the grant through next year. This will allow us to continue work on the plan, and complete it.

Met last week with County Public Works, the City of Walla Walla Development Services Department, and the City of College Place's Planning Director to identify linkages common to all three jurisdictions to be included in the plan.

Next step: each jurisdiction will identify which type of facility should be assigned to the routes identified (bike route, sidewalk/multi-use path, striped lanes, etc.).

10:15

COUNTY FAIRGROUNDS

Bill Ogg

- a)** Department update and miscellaneous

10:30

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Public Hearings:

- 1) To consider adoption of the Annual Construction Program for 2018
- 2) To consider adoption of the Six Year Transportation Improvement Plan (2018-2023)

b) Action Agenda Items:

- 1) Resolution _____ - Adopting the Annual Construction Program for 2018
- 2) Resolution _____ - Adopting the Six Year Transportation Improvement Plan for Walla Walla County

- c)** Accept report of the Engineer re vacation of a portion of the right of way for Spring Street in Prescott (public hearing scheduled for August 14, 2017)

- d)** Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
THE ANNUAL CONSTRUCTION
PROGRAM FOR 2018

}

RESOLUTION NO.

WHEREAS, a hearing to considered adopting the Walla Walla County Annual Construction Program for 2018 was held at 10:30 AM on August 7, 2017 at the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the attached Walla Walla County Annual Construction Program for 2018 including equipment purchases be adopted.

*Passed this 7th 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*

ER&R EQUIPMENT PURCHASES 2018

<i>Equipment</i>	<i>Cost</i>
Spray Truck	120,000
Grader	340,000
UTV	12,000
1-Ton Truck	65,000
Pickups (3)	100,000
Sheriff Patrol Vehicles (5)	280,000
Health Department Pick-up & Fusion	55,000
Community Development Escape	25,000
Total	906,000

Walla Walla County
Calendar Year 2018
Annual Construction Program
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14): \$9,559,000.00
(B) COMPUTED COUNTY FORCES LIMIT: \$1,275,345.00
(C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14): \$0.00

Date of Environmental Assessment:
Date of Final Adoption: 7-Aug-17
Ordinance/Resolution Number:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Annual	5 Year		Road / Project Name				Project	Project Type	Environmen- tal	Estimated Expenditures					
Program	Road Program		and Location				Length(mi.)	Code	Assesment	Dollars					
Item No.	Item No.	Project Name	(from annual program)							Sources of Funds					
										PE & CE	Right of Way	Construction		Grand Total	
			Road #	Road Name	BMP	EMP	FFC					Contract	County Forces	(All \$\$\$)	
1		MILL CREEK ROAD MP 8.00 TO MP 9.40	97330	Road Name: MILL CREEK ROAD From: MP 8.00 To: MP 9.40	8.00	9.40	07	1.4	I	County Funds \$52,000		\$5,602,000	Federal Lands Access Program	\$101,000	\$5,655,000
		BLUE CREEK BR. ON MILL CREEK ROAD MP 5.8 TO MP 6.5	97330	Road Name: MILL CREEK ROAD From: MP 5.80 To: MP 6.50	5.80	6.50	07	0.7	I	\$1,742,000		\$1,433,000	BR	\$100,000	\$3,175,000
		WHITMAN DRIVE W MP 1.01 TO MP 3.14	92220	Road Name: WHITMAN DRIVE W From: MP 1.01 To: MP 3.10	1.01	3.14	08	2.13	I	\$85,000		\$60,000		\$25,000	\$85,000
4	2	MILL CREEK ROAD AT 5 MILE ROAD MP 1.10 TO MP 1.96	97330	Road Name: MILL CREEK ROAD From: MP 1.10 To: MP 1.96	1.10	1.96	07	0.86	I	\$18,000		\$117,000	STP(R)	\$10,000	\$135,000
	3	MILL CREEK ROAD MP 1.96 TO MP 3.96	97330	Road Name: MILL CREEK ROAD From: MP 1.96 To: MP 3.96	1.96	3.96	07	2.00	I	\$9,000		\$61,000	STP(R)	\$10,000	\$70,000
6	4	PFLUGRAD BRIDGE ON BISCUIT RIDGE ROAD	75500	Road Name: BISCUIT ROAD From: 0.00 To: 0.00	6.10	6.10	08	0.00	I	\$510,000				\$10,000	\$510,000
	5	FLOOD REPAIR CRP 17-03	76200, 76830, 92440	Road Name: MUD CREEK ROAD, SOUTH FORK COPPEL ROAD, WALLULA ROAD From: 0.00 To: 0.00	0.15/0.99/0.08	0.75/0.99/0.08	09/07	0.60	I	\$590,000				\$10,000	\$590,000
8	6	SCENIC LOOP ROAD MP 2.00 TO MP 4.17	97200	Road Name: SCENIC LOOP ROAD From: 2.00 To: 4.17	2.00	4.17	08	2.17	I	\$10,000				\$10,000	\$10,000

9	7	BERNEY DR. MP 0.0 TO MP 0.75	95800	Road	0.00	0.75	17	0.75	RC	I	\$25,000			\$25,000			\$25,000
				Name: BERNEY DRIVE													
				From: MP 0.00													
				To: MP 0.75													
10	8	MIDDLE WAITSBURG ROAD MP 6.10 TO MP 7.92	95800	Road	6.10	7.92	08	1.82		I	\$14,000	\$41,400.00	HSIP	\$46,000	\$10,000		\$56,000
				Name: MIDDLE WAITSBURG													
				From: MP 6.10													
				To: MP 7.92													
11	9	WALLULA AVENUE MP 2.00 TO MP 2.20	92440	Road	2.00	2.20	16	0.20		I	\$14,000	\$3,600.00	HSIP	\$10,000	\$10,000		\$50,000
				Name: WALLULA AVENUE													
				From: 2.00													
				To: 2.20													
12	10	RAILROAD CROSSING SIGNALS(DODD/PORT KELLEY ROADS)	13000/10100	Road	0.80/0.02	0.80/0.02	07/09	0.09		I	\$20,000			\$20,000			\$20,000
				Name: DODD ROAD, PORT KELLEY ROAD													
				From: MP 0.80/0.02													
				To: MP 0.80/0.02													
											\$3,000,600	\$7,258,000	\$502,000	\$230,000	\$9,559,000	\$0	\$10,291,000

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF IN THE
MATTER OF ADOPTING THE SIX
YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR
WALLA WALLA COUNTY**



RESOLUTION NO.

WHEREAS, RCW 36.81.121 requires the legislative authority of each County, after one or more public hearings thereon, to prepare and adopt a comprehensive transportation improvement program (TIP) for the ensuing six calendar years; and

WHEREAS, in compliance with said law, a Six-Year Transportation Improvement Program has been prepared for the years 2018 to 2023; and

WHEREAS, this Board of County Commissioners has access to the Engineer's report on deficient Bridges and Priority Array; and

WHEREAS, a public hearing was held at 10:30 A.M. on August 7, 2017 to take comments and consider adopting the Six-Year Transportation Improvement Program; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the attached Six-Year Transportation Improvement Program for the years 2018 to 2023 be adopted.

BE IT FURTHER RESOLVED that the Board, in adopting the current TIP, requests the Director of Walla Walla County Community Development Department to insert the current TIP into the Walla Walla County Comprehensive Plan.

"Passed this 7th 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*

WALLA WALLA COUNTY
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2018-2023
\$ = 1,000

Hearing: 08/07/17
Adoption: 08/07/17
Resolution:
Date of Amendment:
Resolution:

ITEM NO.	PROJECT NAME	FUNCT CLASS	FUNDING SOURCE	TOTAL COST	2018 LOCAL FUNDS	2018 OTHER FUNDS	2018 TOTAL FUNDS	2019 LOCAL FUNDS	2019 OTHER FUNDS	2019 TOTAL FUNDS	2020 LOCAL FUNDS	2020 OTHER FUNDS	2020 TOTAL FUNDS	2021 LOCAL FUNDS	2021 OTHER FUNDS	2021 TOTAL FUNDS	2022 LOCAL FUNDS	2022 OTHER FUNDS	2022 TOTAL FUNDS	2023 LOCAL FUNDS	2023 OTHER FUNDS	2023 TOTAL FUNDS	TOTAL LOCAL FUNDS	TOTAL OTHER FUNDS	GRAND TOTAL
CARRY OVER PROJECTS																									
	MILL CREEK ROAD MP 8.00 TO MP 9.40	07	FH	5,655	53	5,602	5,655																53	5,602	5,655
	BLUE CREEK BR ON MILL CREEK ROAD MP 5.80 TO MP 6.50	07	STP(BR)	3,175	1,742	1,433	3,175																1,742	1,433	3,175
	SUM: CARRY OVER PROJECTS			8,830	1,795	7,035	8,830																1,795	7,035	8,830
OUTSIDE FUNDED PROJECTS																									
2019																									
1	WHITMAN DRIVE W. MP 1.01 TO MP 3.14	05	DR. 17	1,938	85	85	522	1,331	1,853														607	1,331	1,938
				1,938	85	85	522	1,331	1,853														607	1,331	1,938
2020																									
2	MILL CREEK ROAD MP 1.10 TO MP 3.96	07	STPR/RAP	3,522	27	178	205	15	55	110	608	2,599	3,207										650	2,872	3,522
3	MILL CREEK ROAD AT FIVE MILE MP 1.10 TO MP 1.96	07	STPR	86				12	74	86													12	74	86
				3,608	27	178	205	27	169	196	608	2,599	3,207										662	2,948	3,608
	SUM: OUTSIDE FUNDED PROJECTS			5,546	112	178	290	549	1,500	2,049	608	2,599	3,207										1,269	4,277	5,546
COUNTY FUNDED PROJECTS																									
2018																									
4	PFLUGRAD BRIDGE ON BISCUIT RIDGE ROAD MP 0.10	08	COUNTY	510	510		510																510		510
5	FLOOD REPAIR CRP 17401	08/09	COUNTY	500	500		500																500		500
				1,010	1,010		1,010																1,010		1,010
2020																									
6	SCENIC LOOP ROAD MP 2.00 TO MP 4.17	05	COUNTY	985	10		10	75		75	900		900										985		985
				985	10		10	75		75	900		900										985		985
2021																									
7	BERNEY DRIVE MO 0.00 TO MP 0.75	17	COUNTY	2,175	25		25	150		150				2,000		2,000							2,175		2,175
				2,175	25		25	150		150				2,000		2,000							2,175		2,175
	SUM: COUNTY FUNDED PROJECTS			4,170	1,045		1,045	225		225	900		900	2,000		2,000							4,170		4,170
UNFUNDED PROJECTS																									
2019																									
8	MIDDLE WAITSBURG ROAD MP 6.10 TO MP 7.92	05	COUNTY-SIP	1,787	15	41	56	173	1,558	1,731													156	1,599	1,787
9	WALLULA AVENUE MP 2.00 TO MP 2.20	16	COUNTY-SIP	565	14	36	50	52	463	515													66	499	565
10	RAILROAD CROSSING SIGNALS (OODSPORT KELLEY ROADS)	07/09	COUNTY	720	20		20	700		700													720		720
				3,072	49	77	126	925	2,021	2,946													974	2,098	3,072
	SUM: UNFUNDED PROJECTS			3,072	49	77	126	925	2,021	2,946													974	2,098	3,072
NEW PROJECTS																									
TOTAL				21,618	3,001	7,280	10,291	1,699	3,521	5,220	1,508	2,599	4,107	2,000		2,000							8,208	13,410	21,618

WALLA WALLA COUNTY
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2018-2023

ITEM NO.	PROJECT NAME	FUNCT CLASS	TOTAL COST	2018			2019			2020			2021			2022			2023			TOTAL LOCAL FUNDS	TOTAL OTHER FUNDS	GRAND TOTAL
				LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL
UNFUNDED PROJECTS																								
2020																								
11	HARVEY SHAW ROAD (DRAINAGE) MP 3.35 TO MP 3.80	07	800			60			60	740		740											800	
12	MCKAY ALFC ROAD MP 0.00 TO MP 1.40	07	750			50			50	700		700											750	
13	FISHHOOK PARK ROAD MP 0.00 TO MP 1.28	07	500			20			20	480		480											500	
14	HARVEY SHAW ROAD MP 0.63 TO MP 2.00	07	1,000			70			70	930		930											1,000	
15	MOJONNIER ROAD MP 0.14 TO MP 1.40	07/16	1,000			70			70	930		930											1,000	
16	LYONS FERRY ROAD MP 1.40 TO MP 3.20	07	1,300			100			100	1,200		1,200											1,300	
17	FISHHOOK PARK ROAD MP 1.40 TO MP 2.92	07	800			60			60	740		740											800	
18	LOWER WATTSBURG ROAD MP 0.00 TO MP 6.20	07	1,300			100			100	1,200		1,200											1,300	
19	SCENIC LOOP ROAD MP 1.47 TO MP 2.00	08	800			80			80	720		720											800	
20	SCHOOL AVENUE MP 0.00 TO MP 1.11	16	2,400			200			200	2,200		2,200											2,400	
21	HARVEY SHAW ROAD MP 5.43 TO MP 8.05	07	850			80			80	770		770											850	
22	RESER ROAD MP 3.20 TO MP 6.19	08	1,080			80			80	1,000		1,000											1,080	
23	MIDDLE WATTSBURG ROAD MP 11.85 TO MP 13.0	08	2,080			80			80	2,000		2,000											2,080	
24	HARVEY SHAW ROAD MP 2.90 TO MP 3.35	07	80			10			10	50		50											80	
				14,700			1,060		1,060	13,640		13,640									14,700		14,700	
2021																								
25	LOWER WATTSBURG ROAD MP 4.10 TO MP 5.00	07	900						70		70	830		830									900	
26	MISSION ROAD MP 0.00 TO MP 1.51	08	1,000			80			80	920		920			830								1,000	
27	WALLULA AVENUE MP 0.00 TO MP 1.84	16	900			60			60	840		840			920								900	
28	MIDDLE WATTSBURG ROAD MP 14.40 TO MP 15.40	08	1,000			80			80	920		920			920								1,000	
29	JR GEORGE ROAD MP 0.10 TO MP 0.75	08	1,480			60			60	1,400		1,400			1,400								1,480	
30	PEPPERS BRIDGE ROAD MP 0.35 TO MP 1.59	07	1,160			60			60	1,100		1,100			1,100								1,160	
31	LOWER WATTSBURG ROAD MP 13.50 TO MP 14.50	07	1,570			70			70	1,500		1,500			1,500								1,570	
32	HUMORIST ROAD E. AT SLOUGH MP 2.20 TO MP 2.78	08	450			50			50	400		400			400								450	
33	LOWER DRY CREEK ROAD MP 1.10 TO MP 2.50	07	900			60			60	840		840			840								900	
34	PLAZA WAY MP 0.25 TO MP 0.82	16	1,000			100			100	900		900			900								1,000	
35	STONIAL ROAD MP 0.80 TO MP 2.00	09	1,070			70			70	1,000		1,000			1,000								1,070	
36	BEET ROAD MP 0.71 TO MP 1.41	08	860			60			60	800		800			800								860	
				12,350					840		840	11,510		11,510							12,350		12,350	
2022																								
37	SHEFFLER ROAD MP 7.30 TO MP 9.48	07	1,070													1,070		1,070					1,070	
38	PLEASANT STREET MP 1.46 TO MP 1.56	17	970													970		970					970	
39	SEVEN MILE ROAD (BRIDGE) MP 2.20 TO MP 2.40	08	2,100													2,100		2,100					2,100	
40	MUD CREEK ROAD MP 3.00 TO MP 3.50	09	400													400		400					400	
41	LOTRICE ROAD MP 6.00 TO MP 8.80	08	480													480		480					480	
42	LOWER WATTSBURG ROAD MP 11.40 TO MP 12.40	07	1,480													1,480		1,480					1,480	
43	SECOND AVENUE (B) MP 0.00 TO MP 0.81	16	2,090													2,090		2,090					2,090	
44	MOJONNIER ROAD MP 1.40 TO MP 2.30	16	1,080													1,080		1,080					1,080	
45	LOWERS LANE MP 0.00 TO MP 1.25	08	860													860		860					860	
46	PLAZA WAY MP 0.08 TO MP 0.20	08/16	760													760		760					760	
47	FREDRICKSON ROAD BRIDGE MP 0.90 TO MP 1.21	09	770													770		770					770	
48	SPRINGS CREEK ROAD MP 3.85 TO MP 4.30	08	560													560		560					560	
49	LICKENBELL ROAD WARMACH CORNER BR MP 1.80 TO MP 2.20	08	860													860		860					860	
50	LYONS FERRY ROAD MP 14.20 TO MP 14.60	07	860													860		860					860	
				14,320											14,320		14,320					14,320	14,320	
2023																								
51	SMITH ROAD MP 0.74 TO MP 1.24	08	360															360					360	
52	PETTY JOHN ROAD DELL SHARP BRIDGE MP 5.20 TO MP 5.80	09	2,150														2,150		2,150				2,150	
53	MC DONALD ROAD MP 0.00 TO MP 1.30	09	110															110					110	
54	RESER ROAD MP 0.40 TO MP 0.97 (Fertile Wilbur)	16	1,800															1,800					1,800	
55	SPRING VALLEY ROAD MP 6.50 TO MP 6.73	09	170															170					170	
56	LOWER MONUMENTAL ROAD MP 6.30 TO MP 7.60	07	1,060															1,060					1,060	
57	COFFEY ROAD MP 7.85 TO MP 7.90	09	460															460					460	
58	SHEFFLER ROAD MP 9.80 TO MP 9.90	07	1,580															1,580					1,580	
59	EUREKA NORTH ROAD MP 2.80 TO MP 3.50	07	850															850					850	
				8,340														8,340					8,340	
TOTAL				49,710			1,060	1,060	14,480	14,480	11,510	11,510	14,320	14,320		8,340		8,340		6,340	6,340	49,710		49,710
GRAND TOTAL				71,328	3,001	7,290	10,291	2,759	3,621	6,280	19,985	2,599	18,587	13,510	13,510	14,320	8,340	14,320	8,340		6,340	57,018	13,410	71,328

WALLA WALLA COUNTY
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2018-2023

ITEM NO.	PROJECT NAME	FUNCT CLASS	TOTAL COST	2018			2019			2020			2021			2022			2023			TOTAL	TOTAL	GRAND	
				LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL	
UNFUNDED PROJECTS (continued)																									
2023																									
60	RUSSELL CREEK ROAD MP 2.23 TO MP 3.60	07	650														650		650			650			
61	HUMORIST ROAD W. MP 0.19 TO MP 0.89	16	700														700		700			700			
62	S. FORK COPPER ROAD, GANGUET BR. MP 0.06 TO MP 0.23	09	500														500		500			500			
63	WILBUR AVENUE MP 0.50 TO MP .75	14	900														900		900			900			
64	PEPPERS BRIDGE ROAD MP 1.67 TO MP 2.25	09	890														890		890			890			
65	DEPPING ROAD MP 0.00 TO MP 0.75	09	1,300														1,300		1,300			1,300			
66	RESER ROAD MP 0.97 TO MP 1.22	16	1,050														1,050		1,050			1,050			
67	SHEFFLER ROAD MP 11.20 TO MP 11.90	07	550														550		550			550			
68	DAQUE ROAD MP 0.00 TO MP 0.25	09	650														650		650			650			
69	3RD AVENUE S. PAXTON BRIDGE MP 2.30 TO MP 2.77	19	900														900		900			900			
70	LOWER WHETSTONE ROAD MP 0.00 TO MP 2.20	08	1,090														1,090		1,090			1,090			
71	SMITH SPRINGS ROAD, KEN NOBLE BR. MP 3.35 TO MP 3.60	08	850														850		850			850			
72	L. HOCKEY ROAD, SUBSTATION BR. MP 0.00 TO MP 0.25	08	1,000														1,000		1,000			1,000			
73	FLETCHER ROAD MP 0.00 TO MP 0.10	09	35														35		35			35			
74	LAST CHANCE ROAD MP 1.00 TO MP 1.50	07	1,050														1,050		1,050			1,050			
75	RUSSELL CREEK ROAD MP 0.00 TO MP 0.66	07/19	880														880		880			880			
76	FOURTH AVE. (S) MP 0.00 TO MP 0.21	17	640														640		640			640			
77	LAKE ROAD MP 0.00 TO MP 1.00	17	1,700														1,700		1,700			1,700			
78	TOUCHET NORTH ROAD MP 2.40 TO MP 2.90	07	450														450		450			450			
79	3RD AVENUE S. MP 1.66 TO MP 1.90	17	570														570		570			570			
80	SCHOOL AVENUE MP 0.96 (DECOMMISSION STORMWATER OUTFALL)	16	225														225		225			225			
81	FERN AVENUE MP 1.10 (DECOMMISSION STORMWATER OUTFALL)	16	225														225		225			225			
82	COLUMBIA ROAD (S) MP 0.50 TO MP 0.77	19	430														430		430			430			
83	LARGENT ROAD (S) MP 0.50 TO MP 0.27	19	430														430		430			430			
84	STATELINE ROAD, PINE CREEK NO. 2 BR. MP 2.10 TO MP 2.63	07	680														680		680			680			
85	MAIN STREET (T) MP 0.05 TO MP 0.30	07/09	430														430		430			430			
86	WALNUT STREET (S) MP 0.00 TO MP 0.25	19	450														450		450			450			
87	ADAIR ROAD (S) MP 0.00 TO MP 0.27	19	450														450		450			450			
88	FIFTH AVENUE (S) MP 0.00 TO MP 0.06	19	220														220		220			220			
89	MAIN STREET (S) MP 0.00 TO MP 0.21	19	450														450		450			450			
90	MAPLE STREET W (S) MP 0.00 TO MP 0.42	19	450														450		450			450			
91	CHERRY STREET (S) MP 0.00 TO MP 0.25	19	450														450		450			450			
92	BIRCH STREET (S) MP 0.00 TO MP 0.25	19	450														450		450			450			
93	COLUMBIA SCHOOL ROAD N (S) MP 0.00 TO MP 0.189	19	450														450		450			450			
94	POPULAR STREET (S) MP 0.00 TO MP 0.254	19	450														450		450			450			
95	ASH STREET (S) MP 0.00 TO MP 0.18	19	230														230		230			230			
96	EARTH STREET (S) Stormwater MP 0.04	10	230														230		230			230			
97	SHEFFLER ROAD MP 6.42 TO MP 10.55	07	1,070														1,070		1,070			1,070			
98	LUCAS ROAD (S) MP 0.00 TO MP 0.27	19	430														430		430			430			
99	TERI ROAD (S) MP 0.00 TO MP 0.20	19	440														440		440			440			
100	ODD ROAD MP 6.30 TO MP 10.28	07	4,100														4,100		4,100			4,100			
101	SHEA ROAD MP 0.00 TO MP 0.18	09	110														110		110			110			
102	SLUGBURY ROAD MP 11.80 TO MP 17.00	09	1,060														1,060		1,060			1,060			
103	REINKEN ROAD (S) MP 0.00 TO MP 0.42	19	680														680		680			680			
104	WHITELY ROAD MP 0.20 TO MP 0.40 STORMWATER	09	330														330		330			330			
105	TOUCHET NORTH ROAD MP 5.03 TO MP 8.50	07	330														330		330			330			
106	COCHRAN STREET (D) CULVERT REPLACEMENT	09	330														330		330			330			
107	LEWIS PEAK ROAD MP 0.00 TO MP 9.24	08	1,500														1,500		1,500			1,500			
TOTAL				34,555													34,555		34,555			34,555			
GRAND TOTAL				105,083	3,001	7,290	10,291	2,759	3,521	6,280	15,868	2,499	18,587	13,510	13,510	14,320	14,320	42,895	42,895	92,473	13,410	107,733			

REPORT OF THE COUNTY ENGINEER

TO THE HONORABLE BOARD OF WALLA WALLA COUNTY COMMISSIONERS

Pursuant to Resolution 17 201 setting a hearing date for 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. I have examined, along with the County Surveyor, the right of way as described on attached EXHIBIT "A". In accordance with RCW 36.87, I submit the following report.

USE: The right of way(s) which is hereby proposed for vacation is being farmed, and the street was never constructed.

CONDITION: Farm ground.

OPINION: Said right of way(s) is not necessary to the existing County road system and should be vacated. Once vacated, said right of way will become part of the adjacent private properties by function of law.

OTHER FACTS, MATTERS, AND THINGS OF IMPORTANCE:

Upon review, County staff confirms that said Street right of way is not needed by the Public for future development in the area.

RECOMMENDATION:

That said right of way be vacated.

DATED this 7th day of August, 2017

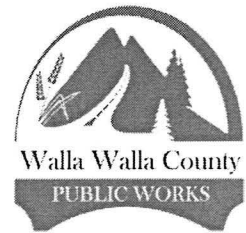
Respectfully submitted,

Randy L. Glaeser, P.E.
Director/County Engineer

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.

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 8 August 2018

Re: Director's Report for the Week of 31 July 2017

Board Action: 7 August 2017

Hearings:

In the Matter of the Annual Construction Program for 2018

In the Matter of the Six Year Transportation Improvement Program

Resolutions:

In the Matter of Adopting the Annual Construction Program for 2018

In the Matter of Adopting the Six Transportation Improvement Program

Miscellaneous:

Report of the County Engineer for the Spring Street Road Vacation

ENGINEERING:

- Mill Creek FH: Requested extension on agreement date.
- Blue Creek Bridge: Completed environmental commitment summary for FHWA.
- Pflugrad Bridge: Reviewing Biological Assessment (BA).
- Pemberton Bridge: Work to begin 21 August.
- Mill Creek Road MP 1.1 to MP 3.96: Acquisition started.
- Whitman Drive West: Preparing to begin survey work.
- Touchet Gardena Bridge: Construction underway.
- Byrnes Road and South Fork Coppei: Submitted plans to FEMA for possible funding of bank repair.

MAINTENANCE/FLEET MANAGEMENT:

- Crews conducting routine maintenance.

ADMINISTRATION:

- Conducted monthly foremen's meeting.
- Conducted bi-monthly safety meeting.

10:45

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a)** Miscellaneous business for the Board
- b)** Possible executive session re:
litigation or pending or potential
litigation (pursuant to RCW 42.30.110(i))

11:00

HUMAN RESOURCES/RISK MANAGER

Shelly Peters

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

11:15

COUNTY COMMISSIONERS

- a)** Entrance audit meeting with State Auditor's office representatives
re: 2016 County audit (Financial and Single Audit component)
- b)** Miscellaneous or unfinished business
to come before the Board



Office of the Washington State Auditor

Pat McCarthy

Pat McCarthy
State Auditor

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Entrance Conference: Walla Walla County

About our Office

The Washington State Auditor's Office's vision is government that works for citizens. Our goal is for government that works better, costs less and earns greater public trust.

The purpose of this meeting is to share our planned audit scope so that we are focused in the most significant areas. We value and appreciate your input.

Audit Scope

Based on our preliminary planning, we will perform the following audits:

- **Financial statement audit** for the fiscal year 2016

The purpose of our financial statement audit will be to provide an opinion on whether your financial statements are presented fairly, in all material respects, in accordance with the applicable reporting framework. The audit does not attempt to confirm the accuracy of every amount, but does search for errors large enough to affect the conclusions and decisions of a financial statement user.

- **Federal grant compliance audit** for the fiscal year 2016

An audit is required pursuant to the federal Single Audit Act of 1984 when a local government spends more than a threshold amount in federal financial assistance annually (\$500,000 for 2014, changing to \$750,000 for 2015). Our objective is to determine whether there is compliance with federal requirements that could have a direct and material effect on a major federal program and to report on noncompliance.

We plan to test the following federal programs:

- Highway Planning and Construction, CFDA 20.205

Federal requirements stipulate the submission of these audit reports, along with the Data Collection Form, to the federal clearinghouse within 30 days after receipt of the report or nine months after the end of the audit period, whichever is earlier.

Engagement Letter

We have provided an engagement letter which documents both of our responsibilities for conducting and performing the audit. Additionally the letter identifies the cost of the audit, estimated timeline for completion and expected communications.

Levels of Reporting

Findings

Findings formally address issues in an audit report. Findings report significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations or policies. You will be given the opportunity to respond to a finding and this response will be published in the audit report.

Management Letters

Management letters communicate control deficiencies, non-compliance or abuse with a less-than-material effect on the financial statements or other issues with significance to the audit objectives. Management letters are referenced, but not included, in the audit report.

Exit Items

Exit items address control deficiencies or non-compliance with laws or regulations that have an insignificant or immaterial effect, or errors with an immaterial effect on the financial statements. These issues are informally communicated to management.

Other Information

Confidential Information

Our Office is committed to protecting your confidential or sensitive information. Please notify us when you give us any documents, records, files, or data containing information that is covered by confidentiality or privacy laws.

Audit Costs

The cost of the audit is estimated to be approximately \$44,700, plus travel expenses.

Expected Communications

During the course of the audit, we will communicate with Karen Martin, Auditor on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed.

Please let us know if, during the audit, any events or concerns come to your attention of which we should be aware. We will expect Karen to keep us informed of any such matters.

Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

Audit Survey

When your report is released you will receive an audit survey from us. We value your opinions on our audit services and hope you provide us feedback.

Loss Reporting

Local governments are required to immediately notify our Office in the event of a known or suspected loss of public resources or other illegal activity. These notifications can be made on our website at <http://portal.sao.wa.gov/saoportal/public.aspx/LossReport>.

Emerging Issues

Some of the emerging issues affecting local governments are the following:

GASB UPDATE

The Governmental Accounting Standards Board (GASB) establishes generally accepted accounting principles (GAAP) for U.S. state and local governments. All statements, exposure drafts and other documents for public comment are available from the GASB website, www.gasb.org, free of charge.

Here is a summary of current and upcoming accounting and financial reporting standards.

GASB Pronouncements Effective for the Reporting Year 2016

- **Statement No. 72, *Fair Value Measurement and Application***
Describes how fair value should be defined and measured, what assets and liabilities should be measured at fair value, and what information about fair value should be disclosed in the notes to the financial statements.
- **Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68***
The requirement that any assets accumulated for a pension plan that does not meet the criteria of GASB Statement No. 68 be reported as assets of the employer is effective for 2016. The remaining requirements of this statement are effective for 2017.
- **Statement No. 76, *The Hierarchy of GAAP for Local Governments***
This statement reduces the GAAP hierarchy to two categories of authoritative GAAP: (A) GASB statements and (B) GASB technical bulletins, implementation guides, and AICPA literature.
- **Statement No. 77, *Tax Abatement Disclosures***
This statement defines tax abatements and establishes requirements for note disclosures.
Per the Statement, for financial reporting purposes, a tax abatement is defined as:
A reduction in tax revenues that results from an agreement (does not have to be written) between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled, and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.
- **Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans***
This statement excludes non-governmental pension plans (e.g., a union sponsored plan) from the requirements of GASB Statement No. 68. It establishes requirements for recognition and measurement of pension expense, liabilities, note disclosures and RSI.
- **Statement No. 79, *Certain External Investment Pools and Pool Participants***
This statement establishes the criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes.

Available Resources

The Washington State Auditor's Office also has many resources available throughout the year.

Local Government Support Team

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally this team assists with the online filing of your financial statements.

Local Government Performance Center

The Performance Center is a resource for local governments that need to solve problems, reduce costs, and improve the value of their services to citizens. The Center offers training and tools to help local governments improve performance and effectiveness. One tool provided by the Center is the Financial Intelligence Tool or FIT. It is available to the majority of governments that report their financial statements using the BARS cash basis of accounting. You can download FIT through the online Client Portal where you sign in to file your annual report.

FIT is designed to provide understandable information to financial decision makers of any experience level. The financial data that you file online is clearly presented using widely accepted financial guidelines. To learn more about FIT and how to use it, please read a one-page explanation, which can be found at:

www.sao.wa.gov/local/Documents/FIT_Announcement.pdf.

Audit Team Qualifications

Kelly Collins, CPA, Director of Local Audit – Kelly has been with the Washington State Auditor's Office since 1992. In her role she oversees the audit teams which perform the audits for over 2,200 local governments. She serves on the Washington Finance Officers Association Board and is a member of the Washington Society of Certified Public Accountants' Government Auditing and Accounting Committee.

Tina Watkins, CPA, Assistant Director of Local Audit – Tina has been with the Washington State Auditor's Office since 1994. In her role as Assistant Director, she assists with statewide oversight and management of all the audits for local government. She served as an Audit Manager for six years prior to becoming an Assistant Director of Local Audit. Additionally, Tina is a Program Manager facilitating county audits statewide.

Ginny Waltman, Audit Manager – Ginny has been with the State Auditor's Office since 1998.

Griselda Garcia, Assistant Audit Manager – Griselda has been with the State Auditor's Office since 2012.

Justin Cadwallader, CPA, Audit Lead – Justin has been with the State Auditor's Office since 2015.

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.