

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, JANUARY 24, 2022**

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**Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.**

**Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us).**

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

**PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.**

**10:00 A.M. COUNTY COMMISSIONERS**

**Chairman Kimball**

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) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- f) **Consent Agenda Items:**
  - 1) Resolution - Minutes of County Commissioners' proceedings for January 18 and 19, 2022
  - 2) Resolution – Cancelling County Commissioners' Sessions for January 31 and February 1, 2022
  - 3) Resolution – Approval of an agreement with Washington State Military Department for Homeland Security Funding (E22-208)
  - 4) Payroll action and other forms requiring Board approval
- g) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4236368 through 4236489 totaling \$811,139.84; 4236490 through 4236493 totaling \$2,219.82 (travel); 4236021 in the amount of \$2,046.70 (Special Run – Elections)
  - 2) Resolution – Walla Walla County Commissioners' Committee Assignments for 2022
  - 3) Authorize Chairman to sign Washington State Department of Agriculture Fairs Program Capital Project Grants Agreement Number K3720
  - 4) Proposal 2022 01-24 COMM Approval of Salary Adjustments for certain AFSCME Represented Personnel for year 2022
- h) Miscellaneous business to come before the Board

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER CANCELLING  
COUNTY COMMISSIONERS'  
SESSIONS OF JANUARY 31  
AND FEBRUARY 1, 2022

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RESOLUTION NO. **22**

**WHEREAS**, there is no business to come before the Board of County Commissioners for the week of January 31 – February 4, 2022; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the regularly scheduled Board meetings on January 31 and February 1, 2022 be cancelled.

**BE IT FURTHER RESOLVED** that the next regular meeting of the Board will be held on February 7, 2022.

*Passed this 24<sup>th</sup> day of January, 2022 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF  
AN AGREEMENT WITH  
WASHINGTON STATE MILITARY  
DEPARTMENT FOR HOMELAND  
SECURITY FUNDING (E22-208)



RESOLUTION NO. **22**

**WHEREAS**, the U.S. Department of Homeland Security and the Washington State Military Department Emergency Management Division have offered to provide funding to Walla Walla County Emergency Management Department in the amount of \$14,205; and

**WHEREAS**, the funding is pass-through dollars FFY21 for the county's emergency management program; and

**WHEREAS**, the reimbursement agreement is authorized to be used for salaries; and

**WHEREAS**, Liz Jessee, Walla Walla County Emergency Management Director, is authorized to sign agreements with said entities, and Liz Jessee and Patrick Purcell are authorized to request reimbursements from these entities, on behalf of Walla Walla County; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that said agreement and reimbursement authority be approved.

*Passed this 21<sup>st</sup> day of **December, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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



# Walla Walla County

## Emergency Management Department

27 N. 2<sup>nd</sup> Avenue

Walla Walla, Washington 99362

Phone: (509) 524-2900 • Fax: (509) 524-2910

[www.wwemd.info](http://www.wwemd.info)

**LIZ JESSEE**

Director

**PATRICK PURCELL**

Coordinator

## Memo

**To:** Board of Walla Walla County Commissioners  
**From:** Liz Jessee  
**Date:** January 12, 2022  
**Re:** Emergency Management Performance Grant Funding

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I am requesting your authorization to sign a contract with Washington State Military Department Emergency Management Division to receive Federal Fiscal Year 2021 Emergency Management Performance Grant (EMPG) funds totaling \$14,205.

These funds come from the U.S. Department of Homeland Security through the State Emergency Management Division for the County to support and enhance the local emergency management program as described in the grant contract work plan. While we have an annual renewing contract for the EMPG program, the funds for this contract have been made available through the American Rescue Plan Act (ARPA) of 2021. Funds will be used for Salaries & Benefits.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management

Walla Walla County  
GRANT QUESTIONNAIRE

Date: 1/12/22

Office/Department: Emergency Management

Contact Person: Liz Jessee

- 1) Name of Grant/Program Emergency Management Performance Grant (EMPG)
- 2) New Grant ☐                      Renewing Grant ☒                      Term (# of years) 1 yr, 7 mos
- 3) Is the grant unchanged, and does not require Current Expense funding?  
**(If Y, please skip to number 24)**                      Y    X    N
- 4) How will this grant benefit the county's citizens?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 5) Is this a program grant or an equipment grant?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?  
\_\_\_\_\_.
- 7) If this is a new grant how will the grant support a current program OR how will the program change?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 8) Does this grant require up front funds?                      Y                         N     
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 9) How many employees (new or current) will be paid by the grant?    N                         C     
    a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? \_\_\_\_\_

- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y\_\_\_\_\_ N \_\_\_\_\_ If so, what?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y\_\_\_\_\_ N\_\_\_\_\_
- 12) What fund would support a cash match (if required)? \_\_\_\_\_
- 13) If required what is the TOTAL cost of the match over the life of the grant? \_\_\_\_\_
- 14) What fund would support the administration of the grant? \_\_\_\_\_
- 15) Will the grant allow for the County cost allocation plan to be funded? Y\_\_\_\_\_ N\_\_\_\_\_
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 17) Would the program require use of a county vehicle or personal vehicle? Y\_\_\_\_\_ N \_\_\_\_\_
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?  
Y\_\_\_\_\_ N\_\_\_\_\_
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y\_\_\_\_\_ N\_\_\_\_\_ If so, what activities?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y\_\_\_\_\_ N\_\_\_\_\_ If so, what obligations?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y\_\_\_\_\_ N\_\_\_\_\_ If so, what is the funding source for consultant fees?

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23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

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24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

**See attached E22-208 WWEM EMPG21 ARPA Consent Memo.**

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Official signature of requesting office/department:

/s/ Liz Jessee  
Elected Official/Department Head

January 12, 2022  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

Approved by: \_\_\_\_\_  
Chair, Board of County Commissioners Date \_\_\_\_\_

Copies to: 1) Requesting Office/Department  
2) Kerri Polson, Auditor's office  
3) Commissioners' File

**Washington State Military Department**  
**EMERGENCY MANAGEMENT PERFORMANCE GRANT AMERICAN RESCUE PLAN ACT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Walla Walla, County of          Emergency Management (EM)          27 N 2nd Ave          Walla Walla, WA 99362-1801</b>		2. Grant Agreement Amount: <b>\$14,205</b>		3. Grant Agreement Number: <b>E22-208</b>	
4. Subrecipient Contact, phone/email: <b>Liz Jessee, 509-524-2900          ljesssee@co.walla-walla.wa.us</b>		5. Grant Agreement Start Date: <b>June 1, 2021</b>		6. Grant Agreement End Date: <b>December 31, 2022</b>	
7. Department Contact, phone/email: <b>Michael Alston, 253-512-7083          michael.alston@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>144413135</b>		9. UBI # (state revenue): <b>363-006-535</b>	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Award ID # (FAIN): <b>EMS-2021-EP-00008-S01</b>		12. Federal Award Date: <b>08/30/2021</b>		13. Assistance Listings # (formerly CFDA) & Title: <b>97.042 (21EMPG-ARPA)</b>	
14. Total Federal Amount: <b>\$2,136,034</b>		15. Program Index # & OBJ/SUB-OBJ: <b>713PA NZ</b>		16. EIN: <b>91-6001381</b>	
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>16</b> (BY CONGRESSIONAL DISTRICT): <b>5</b>		18. Service Area by County(ies): <b>Walla Walla</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2021 Emergency Management Performance Grant American Rescue Plan Act (21EMPG-ARPA) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b>  <b>The Department is the Recipient and Pass-through Entity of the 21EMPG-ARPA DHS Award Letter for Grant No. EMS-2021-EP-00008-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 21EMPG-ARPA Award Letter EMS-2021-EP-00008-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <b>1. Applicable Federal and State Statutes and Regulations</b>  <b>2. DHS/FEMA Award and program documents</b>  <b>3. Work Plan, Timeline, and Budget</b> </div> <div style="width: 48%;"> <b>4. Special Terms and Conditions</b>  <b>5. General Terms and Conditions, and,</b>  <b>6. Other provisions of the Agreement incorporated by reference</b> </div> </div>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">           FOR THE DEPARTMENT:             _____            Signature Date            Regan Anne Hesse, Chief Financial Officer            Washington State Military Department             BOILERPLATE APPROVED AS TO FORM:            Dawn C. Cortez [August 10, 2021]            Assistant Attorney General         </div> <div style="width: 48%;">           FOR THE SUBRECIPIENT:             _____            Signature Date            Liz Jessee, Director            Walla Walla County Emergency Management             APPROVED AS TO FORM (if applicable):             _____            Subrecipient's Legal Review Date         </div> </div>					



# AGREEMENT FACE SHEET

**Agreement Number: K3720**

**Washington State Department of Agriculture  
FAIRS PROGRAM  
CAPITAL PROJECT GRANTS**

<b>1. Grantee</b> Walla Walla County 314 West Main Street, room 203 PO Box 1506 Walla Walla, WA 99362		<b>2. Fair Facility</b> Walla Walla Fair and Frontier Days 363 Orchard Street Walla Walla, WA 99362	
<b>3. Grantee Representative</b> Todd Kimball, Walla Walla County Board of Commissioners Chairman 509-730-3261 <a href="mailto:tkimball@co.walla-walla.wa.us">tkimball@co.walla-walla.wa.us</a>		<b>4. WSDA Representative</b> Teresa Norman, Grant Program Administrator Phone: 360-628-3804 <a href="mailto:tnorman@agr.wa.gov">tnorman@agr.wa.gov</a>	
<b>5. Grant Amount</b> \$248,784.00		<b>6. Grant Start Date</b> Date of Final Signature	<b>7. Grant End Date</b> May 31, 2023
<b>8. Biennium:</b> 21-23		<b>9. Project Must Be Completed By</b> May 31, 2023	
<b>10. Tax ID #</b> 91-6001381	<b>11. SWV #</b> 3171-12	<b>12. UBI #</b> 363006535	
<b>13. Grant Purpose</b> WSDA and Grantee have entered into this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165. WSDA and Grantee agree to the terms of this Agreement as set forth In this AGREEMENT FACE SHEET, the TERMS AND CONDITIONS, and the following documents incorporated by reference: ATTACHMENT I: GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS; ATTACHMENT II: CERTIFICATION OF AVAILABILITY OF FUNDS TO COMPLETE PROJECT. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.			
<b>FOR THE GRANTEE</b>  By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.         <hr/> Todd Kimball Walla Walla Board of Commissioners Chairman         <hr/> Date		<b>FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE</b>         <hr/> Hannah Flournoy Administrative Regulations Manager         <hr/> Date	
<input type="checkbox"/> <b>Additional signatures on next page</b> Check box if true		<b>APPROVED AS TO FORM ONLY</b>         <hr/> Janis Snoey Assistant Attorney General	
		July 26, 2021	

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## TERMS AND CONDITIONS

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Washington State Department of Agriculture  
Fairs Program  
CAPITAL PROJECT GRANT

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

The following definitions apply throughout this Agreement.

"Agreement" means this Capital Project Grant Agreement

"Capital Project" means the capital improvement project described in Section 4.

"Fair Facility" means the agricultural fairgrounds or fair facility owned by the Grantee and located at the address shown for the Fair Facility on the Agreement Face Sheet.

"Grant Amount" means the total amount of funding under this Agreement, as set forth on the Agreement Face Sheet.

"Grantee" means the entity identified as the Grantee on the Agreement Face Sheet, who is a Party to the Agreement, and includes all employees and agents of the Grantee.

"WSDA" means the Washington State Department of Agriculture, who is a Party to the Agreement.

#### 2. AUTHORITY AND PURPOSE

Acting under the authority of RCW 15.76.165, WSDA has awarded the Grantee funding under this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public. Grantee will undertake, by whatever means, to construct, install, or otherwise cause the building of the Capital Project at the Fair Facility. Grantee must perform in accordance with this Agreement's terms and conditions and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

#### 3. FUNDING

WSDA shall pay an amount not to exceed the awarded Grant Amount for the eligible costs necessary for or incidental to the performance of work as set forth for the Capital Project.

#### 4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in Attachment I, which includes fencing and paving across the fairgrounds.

#### 5. COMMUNITY BENEFITS

In consideration for the funding under this Agreement, Grantee agrees to provide the following community benefits.

- a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.
- b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.
- c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.
- d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.
- e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.

- f. Support other local groups and programs with similar interests in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays and demonstrations designed to train youth.

## **6. CHANGE OF OWNERSHIP OR USE**

- a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved or rehabilitated for a period of three (3) years following termination or expiration of this Agreement for the express purpose of or purposes of the Capital Project and the Community Benefits under Section 5.
- b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 16.

## **7. CERTIFICATION OF NON-STATE MATCHING FUNDS OR IN-KIND SERVICES**

- a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT to complete all construction and activities identified for the Capital Project.
- b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon reasonable request

## **8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs incurred between (1) the grant start date and (2) grant end date, as shown in the Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 10. Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **9. BILLING PROCEDURES AND PAYMENT**

- a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing in the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.
- b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 10.
- c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.
- d. The Grantee shall submit all Invoice Vouchers and any required documentation to WSDA's Agreement Manager shown in Section 34.
- e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.
- f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.
- g. **Grantee must submit the final invoice voucher no later than July 15, 2023.** Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2023.

## **10. CERTIFIED PROJECT COMPLETION REPORT**

The Grantee shall complete a Certified Project Completion Report when the Capital Project is complete. The report must include:

- a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.

- b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.
- c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.
- d. A copy of receipts associated with the project.
- e. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- f. Consultation with Department of Archaeology and Historic Preservation (DAHP). Certification that Grantee consulted with DAHP, if required to do so.
- g. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.
- h. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

#### **11. QUARTERLY REPORTS**

- a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.
- b. By December 31, 2022, Grantee must affirm in writing that the project will be completed by May 31, 2023, unless Grantee has prior submitted a Certified Project Completion Report.
- c. The Grantee shall furnish WSDA with other reports as WSDA may require.
- d. Failure to file reports as requested may result in termination of this Agreement.

#### **12. LACK OF ADEQUATE PROGRESS**

Grantee's inability to affirm by December 31, 2022 that the project will be complete by May 31, 2023 is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 27. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

#### **13. EVALUATION AND MONITORING**

- a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if necessary.
- b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.
- c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for six (6) years from the date final payment is made.

#### **14. SIGNAGE, MARKERS, AND PUBLICATIONS**

If, during the period covered by this Agreement, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The State of Washington" and "The Washington State Department of Agriculture – Fairs Program" as participants.

#### **15. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

#### **16. PREVAILING WAGE LAW**

The project funded under this Agreement is subject to state prevailing wage law (chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. WSDA is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

#### **17. RECAPTURE PROVISION**

- a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the date of authorization of the grant. Such right of recapture ends three (3) years following expiration or termination of this Agreement.
- b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.
- c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

## **18. AMENDMENTS**

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

## **19. SAVINGS**

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 27, without the ten (10) business days' notice requirement. In lieu of termination, the parties may amend the Agreement to reflect the new funding limitations and conditions.

## **20. NONDISCRIMINATION**

- a. Grantee must comply with all applicable federal and state nondiscrimination laws and regulations, including, but not limited to chapter 49.60, RCW Washington's law against discrimination, and 42 USC 12101 et seq., the Americans with Disabilities Act.
- b. If Grantee does not comply or refuses to comply with any nondiscrimination law, regulation or policy, WSDA may terminate this Agreement in whole or in part for cause as provided in Section 27.

## **21. HISTORICAL AND CULTURAL ARTIFACTS**

Pursuant to Executive Order 21-02, which is available at [Governor's Executive Order 21-02 \(formerly 05-05\)](#) | [Washington State Department of Archaeology & Historic Preservation \(DAHP\)](#) and is incorporated into this Agreement by reference, if historical or cultural artifacts are discovered at the project site during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Department of Archaeology and Historic Preservation.

## **22. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSDA may terminate this Agreement for cause if WSDA finds, after notice and examination, that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Agreement.

## **23. DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises between the parties that cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the WSDA, a representative appointed by the Grantee, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

## **24. HOLD HARMLESS**

- a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

- b. This indemnification clause also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA and the State of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

## **25. INDEPENDENT CAPACITY OF GRANTEE**

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Agreement for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by WSDA, personnel duly authorized by WSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **27. TERMINATION OR SUSPENSION**

- a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate or suspend the Agreement and seek recapture of funds as provided in Section 16.
- b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 16.
- c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- d. The rights and remedies of WSDA provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **28. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations
- b. Agreement Face Sheet
- c. Terms and Conditions
- d. Attachments

## **29. OWNERSHIP OF PROPERTY**

WSDA makes no claim to any real property improved or constructed with funds awarded under this Agreement, does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that WSDA may bring against the Grantee in recapturing funds expended in violation of this Agreement.

## **30. ENTIRE AGREEMENT**

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

### 31. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### 32. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

### 33. SURVIVAL

The following sections will survive the expiration or termination of the this agreement and remain in effect until fulfilled: Capital Project, Community Benefits, Change of Ownership or Use, Evaluation and Monitoring, Recapture Provision, Hold Harmless, and Records Maintenance.

### 34. WAIVER

WSDA's failure to insist on strict performance of any provision in this Agreement or to exercise any right based upon a breach of any provision or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

### 35. GRANT MANAGEMENT

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

<b>The Agreement Manager for the Grantee is:</b>	<b>The Agreement Manager for the Department is:</b>
Greg Lybeck, General Manager Walla Walla Fair and Frontier Days 363 Orchard Street PO Box G Walla Walla, WA 99362 Telephone: 509-527-3247 E-mail: <a href="mailto:glybeck@co.walla-walla.wa.us">glybeck@co.walla-walla.wa.us</a>	Teresa Norman, Grant Program Administrator Washington State Dept. of Agriculture 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560 Telephone: 360-628-3804 E-mail: <a href="mailto:tnorman@agr.wa.gov">tnorman@agr.wa.gov</a>

**ATTACHMENT I:**  
**GRANTEES'S APPLICATION FOR CAPITAL GRANT FUNDS**

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Washington  
State Department of  
Agriculture

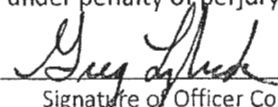
## EXHIBIT A

Fairs Program  
PO Box 42560  
Olympia WA 98504-2560  
(360) 902-2043

### Application for Capital Improvement Grant Funds

Application deadline: October 1, 2021

(See reverse for eligibility requirements & application process)

Applicant					
Name of Fair Walla Walla Fair & Frontier Days				Application Date September 30, 2021	
Street Address 363 Orchard Street			Mailing Address P.O. Box G		
City Walla Walla	State WA	Zip Code 99362	Mailing City Walla Walla	State WA	Zip Code 99362
Name of Requesting Officer (please print) Greg Lybeck		Phone Number 509/527-3247	Email Address glybeck@co.walla-walla.wa.us		
If you submit more than one Application for Capital Improvement Grant Funds, what priority is this application (1 being the highest priority)? This application is priority number <u>1</u> of the <u>1</u> grant applications we intend to submit for this fair.					
Capital Improvement Detail					
Description of Capital Improvement (use additional pages if necessary) Fencing and Paving. Please see attached.					
Amount Requested from WSDA \$ 248,784	Total Project Amount \$ 248,784	Type of Match <input type="checkbox"/> Monetary <input type="checkbox"/> In-Kind <input type="checkbox"/> Both Monetary & In-Kind <input checked="" type="checkbox"/> No Match			
Has the owner of the facility approved this grant application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Description of Match					
Health /Safety /Legal Requirement of Capital Improvement Installation of security fencing, ADA-compliant ticket booths, paving, parking spaces, and barrier-free access for persons with disabilities.					
What is the impact if you were to receive a grant award less than requested? Prioritize based on greatest need and available funds.			Can the project be completed by <u>May 31, 2023</u> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Applicant Certification					
I hereby certify under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.					
 Signature of Officer Completing Application			<u>10-1-2021</u> Date Signed		

Walla Walla Fair and Frontier Days  
*Attachment to Application for Capital Improvement Grant Funds*

**Project #1: Fencing and Paving**

While this is a single project, it does have two major components, i.e., paving and fencing, but the ultimate result is a much safer access for Fair patrons and improved pedestrian walkways that will provide both safe and ADA-compliant parking areas and walkways.

Currently, Fair patrons park and then cross Tietan Street to enter the fairgrounds via the pedestrian gate marked #8 on the attached map. To get to Gate #8, they must walk on the street as there are no sidewalks on Tietan Street.

We propose:

- A. Replacing the 50-plus year-old fencing along Tietan Street from Gate #8A west to Gate #6.
  - a. This new fencing would be inset 10' from the current fence line beginning at Gate #8 and extending west to Gate #6.
- B. Creating a sidewalk, on fairgrounds property, between Tietan Street and the new fencing (#A above – inset 10') by paving from Gate #8 west to Gate #6 to provide a safe and ADA-compliant sidewalk. Again, there are currently no sidewalks on Tietan Street. This sidewalk would be on fairgrounds property between Tietan Street and the new fencing.
- C. Closing Gate #8.
  - a. Currently, pedestrians entering Gate #8 must walk through vehicles accessing the parking lot and an area used by horse riders to enter the rodeo arena. Closing this gate will eliminate these safety hazards.
- D. Creating a new pedestrian entrance between Barns #28 and #29.
  - a. A new covered ADA-compliant ticket booth would be installed at this new entrance and would be set back 30' to provide a safe area for patrons to congregate.
- E. Adding paved ADA-compliant parking spaces to the existing parking area between Barns #28 and #29.
- F. Creating a paved walkway from this new pedestrian entrance and ADA parking area across a non-paved area to the paved walkways at the grandstand.
- G. Closing Gate #7 to vehicles – this will become a walk-through/pedestrian gate only and Gate #6 will be a vehicle-only gate.
  - a. Again, this will eliminate vehicle/pedestrian cross-traffic.
- H. Installing fencing from the new entrance (#D above) to Barn #21.
- I. Installing a controlled pedestrian entrance by Barn #21.
- J. Creating paved ADA-compliant parking spaces adjacent to the new controlled entrance by Barn #21.
- K. Installing/replacing fencing from Gate #5A on Orchard Street south to the Maintenance Shop (#23).

- L. Installing a controlled pedestrian entrance near the Maintenance Building.
  - a. The fencing projects (items #H and #K) and the addition of controlled pedestrian entrances (items #I and #L) will provide the ability to secure the Fair areas from the parking lots by providing a means for gate attendants to check/search guests. Currently gate attendants have no way of knowing if a driver entering the fairgrounds has banned and possibly dangerous items in their vehicle.
- M. Paving from the new controlled pedestrian entrance near the Maintenance Building (item #L) east to connect with current paved areas.
- N. Purchase two new ADA-compliant ticket booths and install necessary electrical infrastructure to provide power to each booth.

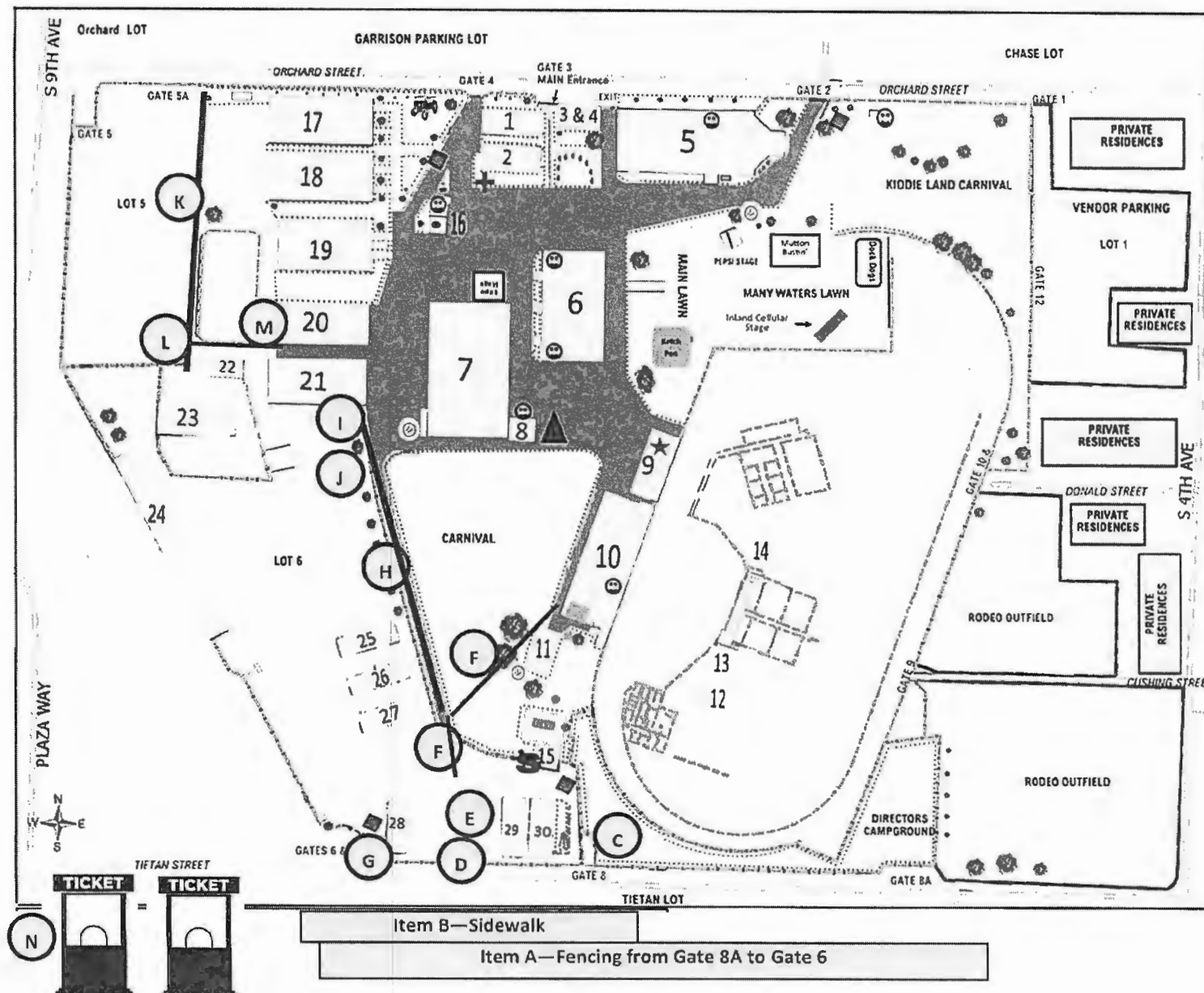
We feel this overall project is critical in removing physical barriers for our guests with disabilities as well as potentially hazardous pedestrian/traffic issues for all guests. Equally critical in these sometimes uncertain times is the addition of attended, secured pedestrian gates that will provide an additional opportunity to control access, safeguard against prohibited items, and ensure the safety of all guests entering the fairgrounds.

# WALLAWALLA FAIR • FRONTIER DAYS

*Let 'em Roll! Time Out!*

363 Orchard Street  
Walla Walla, WA 99362  
509-527-3247  
www.wallawallafairgrounds.com

1. POULTRY/RABBIT BARN
2. EDUCATION BUILDING
3. FLOWER BUILDING
4. WILL CALL TICKET OFFICE
5. PAVILION
6. COMMUNITY CENTER
7. EXPOSITION BUILDING
8. EXPOSITION RESTROOMS
9. MAIN FAIRGROUNDS OFFICE
10. GRANDSTANDS
11. 1866 VIP CLUBHOUSE
12. RODEO OFFICE
13. ANNOUNCERS BOOTH
14. CHUTE SEATS
15. SECURITY/SHUTTLE OFFICES
16. EXHIBITORS OFFICE
17. HORSE BARN 1
18. HORSE BARN 2
19. HORSE BARN 3
20. LIVESTOCK BARN 1
21. LIVESTOCK BARN 2
22. MAINTENANCE CARPENTRY SHOP
23. MAINTENANCE MAIN SHOP
24. BAY STORAGE
25. RACE BARN I
26. RACE BARN H
27. RACE BARN G
28. RACE BARN E
29. RACE BARN A
30. BLOCK BARN



**ATTACHMENT II:**  
**CERTIFICATION OF THE AVAILABILITY OF NON-STATE MATCHING OR IN-KIND  
SERVICES TO COMPLETE THE PROJECT**

---

Washington State Department of Agriculture: FAIR CAPITAL GRANTS  
Grantee: Walla Walla County  
Agreement Number: K3720

Type of Funding	Source Description	Amount
<b>Grant</b>	Washington State Department of Agriculture	<b>\$248,784.00</b>
<b>Other Grants</b>		
Grant #1		\$0
Grant #2		\$0
<b>Total Other Grants</b>		<b>\$0</b>
<b>Other Monetary Sources</b>		
Source #1		\$0
<b>Total Other Sources</b>		<b>\$0</b>
<b>Estimated Value of In-Kind Services</b>		
Source #1		\$0
Source #2		\$0
<b>Total Value of In-Kind</b>		<b>\$0</b>
<b>Total Project Funding</b>		<b>\$248,784.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

The Grantee, by its signature, certifies that non-state matching and in-kind services from sources other than those provided by this Agreement and identified above are fully expended or committed, or both, in an amount sufficient to complete the project, or a distinct phase of the project that is useable to the public, and that the funding will be used for the purpose as described elsewhere in this contract, as of the date and year written below.

The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for WSDA'S review upon reasonable request.

---

Todd Kimball  
Walla Walla County Board of Commissioners Chairman

---

DATE

**COUNTY COMMISSIONERS (Continued)**

- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

a) **Public Hearings:**

- 1) To consider the request by AG Renaissance NW LLC for the vacation of a portion of the right of way for Leid Road
- 2) To consider the request to vacate a portion of LeRoux Lane

b) **Action Agenda Items:**

- 1) Resolution – Adopting the request by AG Renaissance NW LLC for the vacation of a portion of the right of way for Leid Road
- 2) Resolution – Adopting the request to vacate a portion of the right of way for LeRoux Lane
- 3) Resolution – Annual Road Levy Certification to County Road Administration Board
- 4) Authorize Chairman to sign an electronic signature agreement form related to the Annual Stormwater Report for the Department of Ecology

c) Department update and miscellaneous

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE VACATION  
OF THE RIGHT OF WAY FOR A  
PORTION OF LEID ROAD, SITUATED  
IN NORTHWEST QUARTER OF  
SECTION 27 AND THE NORTHEAST  
QUARTER OF SECTION 28,  
TOWNSHIP 8 NORTH, RANGE 38  
EAST W.M.



FINAL ORDER OF VACATION

RESOLUTION NO. **22**

**WHEREAS**, Resolution 22 004, proposing the vacation of a portion of Leid Road (Establishment 961) being 60 feet in width, having 30 feet on both sides of centerline, located in Sections 27 and 28 in Township 8 North, Range 38 East, Willamette Meridian, Walla Walla County; and

**WHEREAS**, on the 18th day of January 2022, the County Engineer was duly directed to examine said county roads and make a report in writing; and

**WHEREAS**, on the 3rd day of January 2022, the Board set the 24th day of January 2022, for hearing the report of the County Engineer, and the consideration thereof, and that notice of the time and place of said hearing was given by publication and posting as prescribed by law; and

**WHEREAS**, on the 18th day of January 2022, the County Engineer filed his written report with the Board as required by law; and

**WHEREAS**, the report of the County Engineer shows:

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

That, the public will be benefitted by its vacation;

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

and,

**WHEREAS**, the Engineer's Report, Affidavit of Posting, and Notice of Publication are on file, and the Board having examined the report of the Engineer, and all other papers on file in the proceedings, heard and considered all testimony and documentary evidence adduced for and against the vacation of said County Road right of way(s); and

**WHEREAS**, the Board being satisfied that County interest in said right of way(s) will be necessary as part of a general road system, and that the public will be benefitted by its vacation; now therefore



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

*Passed this 24<sup>th</sup> day of January, 2022 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

## ***EXHIBIT "A"***

---

LEID ROAD (ESTABLISHMENT 961) BEING 60 FEET IN WIDTH, HAVING 30 FEET ON BOTH SIDES OF CENTERLINE, LOCATED IN SECTIONS 27 AND 28 IN TOWNSHIP 8 NORTH, RANGE 38 EAST, WILLAMETTE MERIDIAN, WALLA WALLA COUNTY,

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 38 EAST, WILLAMETTE MERIDIAN, SAID POINT BEARS NORTH 85°28'43" EAST 5,239.90 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 25° 23'50" EAST 676.51 FEET TO A POINT ON THE CENTERLINE OF THE EXISTING WALLA WALLA COUNTY ROAD KNOWN AS LEID ROAD, HAVING 30 FEET ON BOTH SIDES OF CENTERLINE, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTHWESTERLY ALONG THE EXISTING CENTERLINE 1,310 FEET +/- TO ENGINEER'S STATION 51+87 AS SHOWN ON THE ATTACHED EXHIBIT CREATED BY SAID ESTABLISHMENT FILE 961, THIS VACATION IS CAUSED BY A REALIGNMENT OF LEID ROAD DUE TO WASHOUT.

FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "TOMKINS LAND SURVEYING"

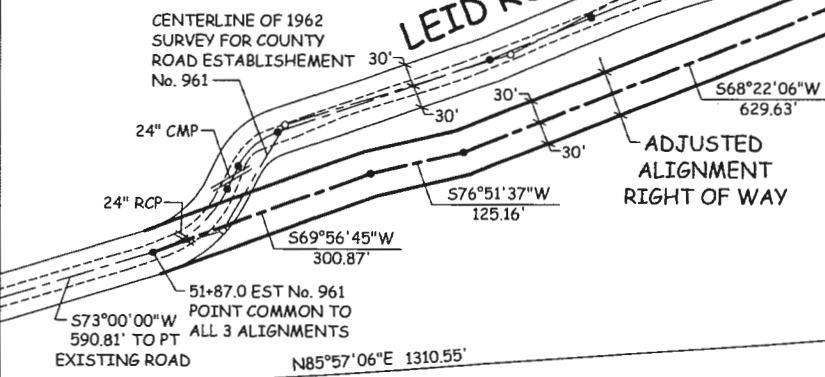
20 | 21  
29 | 28



SCALE  
1 INCH = 150 FEET  
0 150 300 450

NE1/4 NE1/4  
SECTION 28  
T8N R38E

END CENTERLINE OF COUNTY ROAD ESTABLISHMENT No. 961 at 59+38.2. THAT JULY 2nd 1962 ORDER OF ESTABLISHMENT CALLS FOR THE COUNTY ROAD TO TERMINATE AT THE EAST LINE OF SECTION 28 AT A POINT THAT IS 500 FEET, MORE OR LESS, SOUTHERLY FROM THE NORTHEAST CORNER THEREOF. THIS POINT OF TERMINATION IS APPROXIMATELY 870 FEET SOUTH AND 265 WEST OF THE NORTHEAST CORNER OF SECTION 28.



SE1/4 NE1/4  
SECTION 28  
T8N R38E

FOUND BEARING OBJECT PLATE ON EAST SIDE OF POWER POLE THAT READS "S89° 58' E 232.5ft"

LEGEND

- ✱ FOUND MONUMENT AS SHOWN HEREON
- SET 5/8"x24" REBAR WITH PLASTIC CAP STAMPED "BRYAN CONTROL"
- ⊠ BEARING OBJECT PLATE
- POINT OF CALCULATION
- EDGE OF GRAVEL ROAD
- ===== REALIGNMENT CL & ROW

21 | 22  
28 | 27

FOUND 1 1/2" IRON PIPE 10" DEEP IN FIELD OF CULTIVATION.

BASIS OF BEARINGS  
N85°28'43"E, ALONG THE NORTH LINE OF SECTION 28, T8N, R38E, AS SHOWN ON THAT SURVEY IN SBK12 AT PG43

S25°23'50"E  
676.51'

N31°35'40"E 100'+/-  
TO END LEID RD  
AT RESIDENCE

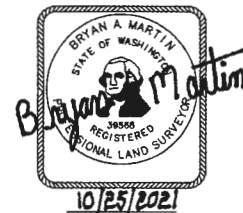
N25°59'19"E  
116.30'

N23°54'56"E  
390.71'

NW1/4 NW1/4  
SECTION 27  
T8N R38E

S13°58'17"W  
171.07'  
12" DUCTILE IRON PIPE  
WINDMILL  
ON CISTERN  
Δ = 63°47'17"  
R = 75.00'  
T = 46.67'  
L = 83.50'

POSITION AS  
SHOWN ON  
SBK12 PG43



SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME AT THE REQUEST OF: WALLA WALLA COUNTY ENGINEERING DEPARTMENT

*Bryan A. Martin*  
BRYAN A. MARTIN PLS 39568

BRYAN LAND SURVEYING

PROPERTY GPS/GIS MAPPING

321 WEST MAIN STREET DAYTON, WASHINGTON 99328  
PHONE (509) 629-2300

FILE NO. :	D-16-21
DATE :	10/15/2021
SCALE :	1" = 150'
PERSON :	BRYAN
DRAWN BY :	BRYAN
CHECKED BY :	BRYAN
LEAD RD. REALIGN :	

RIGHT OF WAY EXHIBIT  
LEID ROAD REALIGNMENT

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE VACATION  
OF A PORTION OF THE RIGHT OF  
WAY FOR LEROUX LANE, SITUATED  
IN SOUTHWEST QUARTER OF  
SECTION 31, TOWNSHIP 7 NORTH,  
RANGE 36 EAST W.M.



FINAL ORDER OF VACATION

RESOLUTION NO. **22**

**WHEREAS**, Resolution 22 003, proposing the vacation of a portion of Leroux Lane situated in the Southwest Quarter of Section 31, Township 7 North, Range 36 East, W.M. Boundaries will be altered pursuant to RCW title 35.79.040; and

**WHEREAS**, on the 18th day of January 2022, the County Engineer was duly directed to examine said county roads and make a report in writing; and

**WHEREAS**, on the 3rd day of January 2022, the Board set the 24th day of January 2022, for hearing the report of the County Engineer, and the consideration thereof, and that notice of the time and place of said hearing was given by publication and posting as prescribed by law; and

**WHEREAS**, on the 18th day of January 2022, the County Engineer filed his written report with the Board as required by law; and

**WHEREAS**, the report of the County Engineer shows:

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

That, the public will be benefitted by its vacation;

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

and,

**WHEREAS**, the Engineer's Report, Affidavit of Posting, and Notice of Publication are on file, and the Board having examined the report of the Engineer, and all other papers on file in the proceedings, heard and considered all testimony and documentary evidence adduced for and against the vacation of said County Road right of way(s); and

**WHEREAS**, the Board being satisfied that County interest in said right of way(s) will not be necessary as part of a general road system, and that the public will be benefitted by its vacation; now therefore

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

Passed this 24<sup>th</sup> day of January, 2022 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

## ***EXHIBIT "A"***

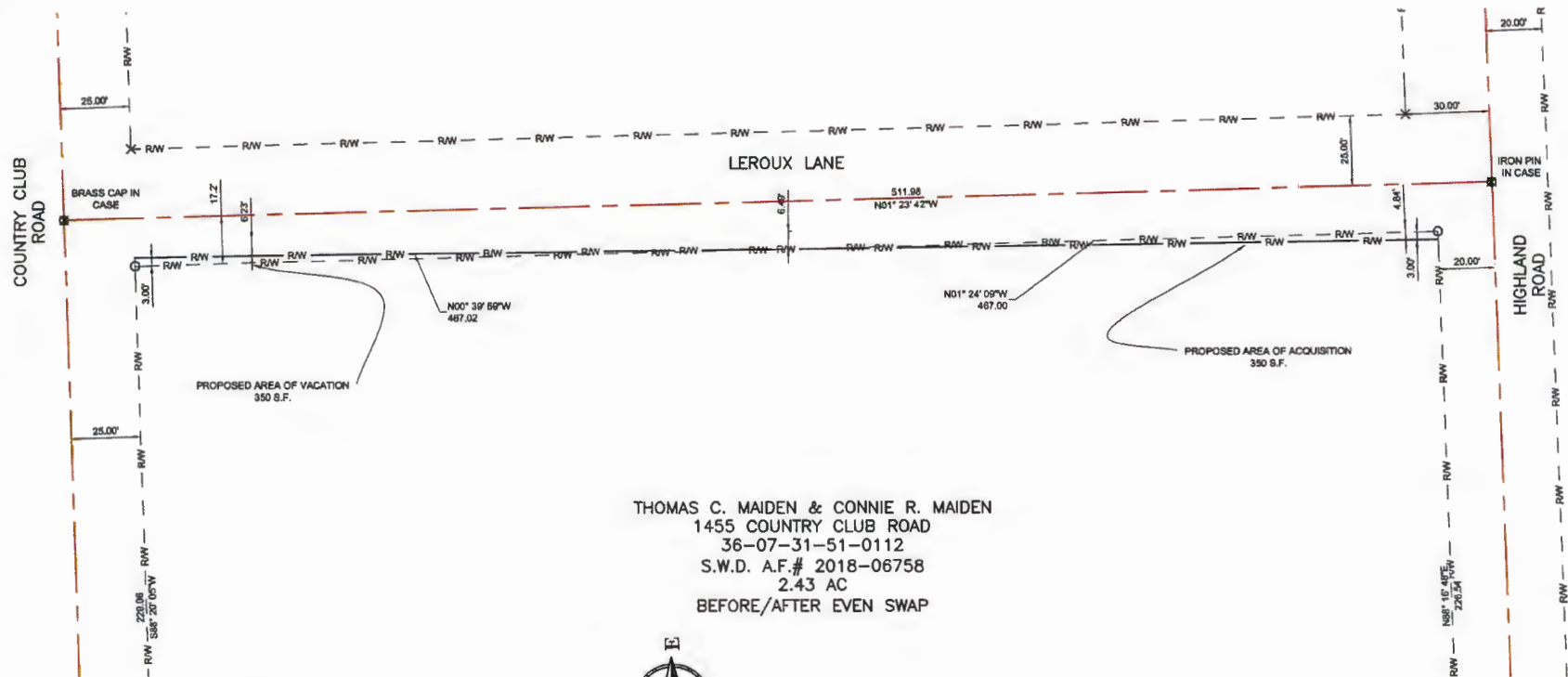
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Beginning at a point in the South line of Lot 12 in Block 1 of Highland, according to the official plat thereof of record in the office of the Auditor of Walla Walla County, Washington, in Book "D" of plats at Page 54 which point is 34.40 feet west, measured along the South line of said Lot 12, from the Southeast corner thereof, and running thence North, parallel to the East line of said Lot 12, a distance of 467.16 feet to a point in the North line of said Lot 12; thence West, along the North line of said Lot 12, and along the North line of lot 13 in said block 1, a distance of 226.00 feet; thence South, parallel to the East line of said Lot 13, a distance of 467.28 feet to a point in the South line of said Lot 13; thence East, along said South line and along the South line of the aforesaid Lot 12, a distance of 226.00 feet to the point of beginning. Situated in the County of Walla Walla, State of Washington.

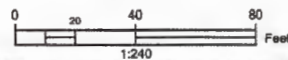
Except the following descriptions for roadway purposes;

Beginning at the Southeast corner of the above description marked by a rebar with a Yellow cap marked "LS 19619" thence westerly along the northerly right of way of Highland Road, South  $88^{\circ}16'48''$  West, 3.00 feet; thence North  $00^{\circ}39'59''$  West, 233.56 feet to a point on the existing westerly right of way line of Leroux Lane; thence along said right of way line South  $01^{\circ}24'09''$  East, 233.53 feet returning to the point of beginning.

Area: 350 square feet



THOMAS C. MAIDEN & CONNIE R. MAIDEN  
 1455 COUNTRY CLUB ROAD  
 36-07-31-51-0112  
 S.W.D. A.F.# 2018-06758  
 2.43 AC  
 BEFORE/AFTER EVEN SWAP



**LEGEND**

- ✕ CALCULATED POINT
- FOUND MONUMENT AS NOTED
- FOUND PROPERTY CORNER REBAR W/TOAP FLOWERS-PBS
- EXISTING RIGHT OF WAY
- CENTERLINE
- PROPOSED RIGHT OF WAY

DRAWN: D. SOWARDS  
 SURVEYOR: D. SOWARDS  
 CHECKED: S. WALKER  
 PROJ. ENG.: S. WALKER  
 APPROVED BY: S. WALKER

JOB NUMBER

XX-XX  
 XX-XX

5/25/2021

REV DATE

REVISION

BY APPD



Walla Walla County

PUBLIC WORKS DEPARTMENT



**LEROUX LANE ROW**

**THOMAS MAIDEN**

SHEET

1/1

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ANNUAL  
ROAD LEVY CERTIFICATION  
TO COUNTY ROAD  
ADMINISTRATION BOARD

}

RESOLUTION NO. **22**

**WHEREAS**, certain reporting forms are required to be submitted to the County Road Administration Board in order to maintain Walla Walla County's Certificate of Good Practice and eligibility for grants and state revenue; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the Chair be authorized to sign the County Road Administration Board's Road Levy Certification for Calendar Year 2022.

Passed this 24<sup>th</sup> day of January, 2022 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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



**Walla Walla County Public Works  
990 Navion Lane  
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 19 January 2022

Re: Director's Report for the Week of 17 January

**Board Action: 24 January 2022**

**HEARINGS:**

**In the Matter of a Public Hearing to Consider the Request by AG Renaissance NW LLC. for the Vacation of a Portion of the Right of Way for Leid Road**

**In the Matter of a Public Hearing to Consider the Request to Vacate a Portion of LeRoux Lane**

**ACTION AGENDA ITEMS:**

**Resolution - In the Matter of Adopting the Request by AG Renaissance NW LLC. for the Vacation of a Portion of the Right of Way for Leid Road**

**Resolution - In the Matter of Adopting to Vacate a Portion of LeRoux Lane**

**Resolution – In the Matter of the Annual Road Levy Certification to County Road Administration Board**

**Miscellaneous – In the Matter of Signing an Electronic Signature Agreement Form for the Department of Ecology**

**ENGINEERING:**

- Arch Bridge (Apollo, Inc): Contractor has begun pile driving for bridge.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition (only 1 acquisition remaining) and finalizing construction plans.
- Peppers Bridge Road: Working on right of way acquisition.

**MAINTENANCE/FLEET MANAGEMENT:**

- South Crew – Blading, ditching, and graveling roads.
- North Crew – Blading, ditching, and graveling roads.
- Signs and Veg Crew – Sign repair and routine maintenance.
- Garage – Routine service and repairs and 2022 equipment orders.

**ADMINISTRATION:**

- Finishing the 2022 Initial Counseling departmentwide.
- Conducted weekly Engineering and Road Ops meetings.
- Conducted Finance Review meeting.
- Conducted Budget Review meeting.
- Conducted interview by WebEx for the Equipment Maintenance Supervisor position.

**10:30 TECHNOLOGY SERVICES**

**Chad Goodhue**

- a)** Department update and miscellaneous



**WALLA WALLA COUNTY**  
**Technology Services Department**

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 102 - Walla Walla, Washington 99362  
(509) 524-2590  
cgoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

January 24<sup>th</sup>, 2022

To: **Walla Walla County Board of Commissioners**

Re: Technology Services Update

**Issues/Information for the Board.**

- List of current projects and activities:

<ul style="list-style-type: none"><li>▪ <b>Copiers</b> – The following Offices/Departments are getting new copiers via ARPA</li><li>▪ Auditor, Community Development, Sheriff, EMD, Public Works x2, Commissioners, District Court, County Clerk and Community Health</li><li>▪ All parts except the document scanners have arrived. New ETA is mid to end of January</li><li>▪ 2<sup>nd</sup> batch of copiers have been ordered</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Campus</b> –</li><li>▪ Fiber installation has begun</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Courthouse</b> -</li><li>▪ The internal fiber optics upgrade project has begun</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Community Health Department</b></li><li>▪ HIPPA Training scheduled for March</li></ul>
<ul style="list-style-type: none"><li>▪ <b>County Requests – Panic Buttons</b></li><li>▪ Tech Services is testing hardware from Quicklert that should meet all of our needs and drive the costs of the original estimated costs down by half</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Public Works – Old GIS Server</b></li><li>▪ TS is working with PW and Tony's group to decommission an old file/GIS server and get the data moved to the Data Center</li><li>▪ End of January is our target date to turn down the old server and incorporate the data into our ESRI server</li><li>▪ We are prepped to make the cut over to the new server and abandon the old server on the 31<sup>st</sup> of January</li></ul>
<ul style="list-style-type: none"><li>▪ <b>District Court</b></li><li>▪ On Base is being fully utilized by District Court now. There are, as expected, some work flow issues but nothing that Imagesoft has not been able to resolve</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Data Center Move</b></li><li>▪ Tech Services is in the process of preparing our gear to move</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Security</b></li><li>▪ We have been actively addressing security concerns around current media highlights such as Log4j/Log4shell</li></ul>

#### Threat Detection Summary

All Categories

296.4k

Reputation Filtering

1295

Spam Detection

2574

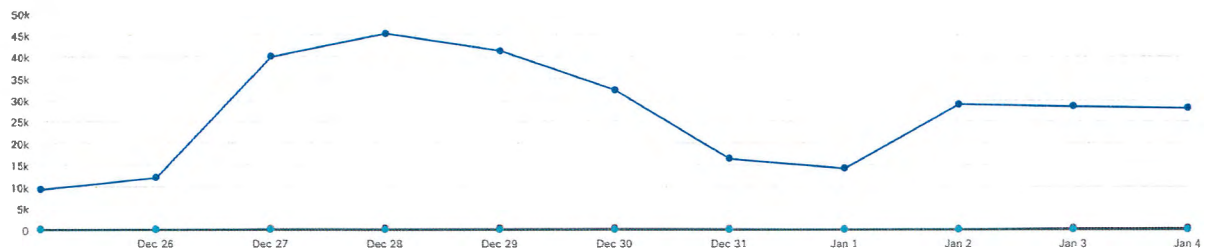
Email Spoofing

1107

Scam and Phishing Attempts

371

Attachment and Malware Detection



#### Threat Detection Summary

All Categories

467.2k

Reputation Filtering

2058

Spam Detection

4864

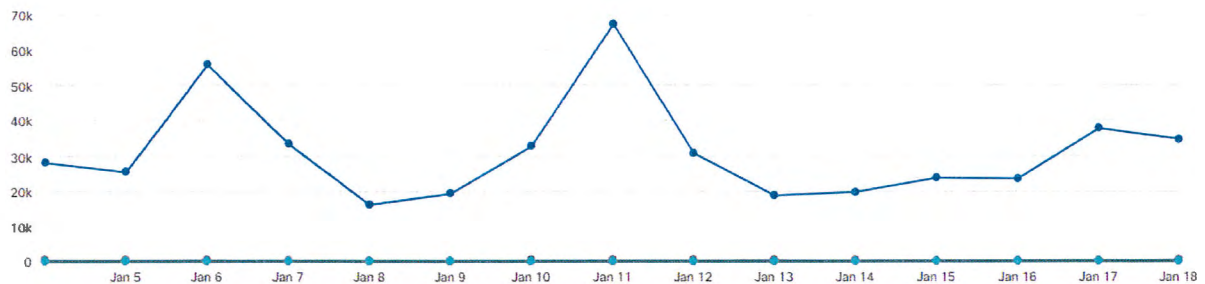
Email Spoofing

2255

Scam and Phishing Attempts

513

Attachment and Malware Detection



### Components (Main infrastructure) Security –

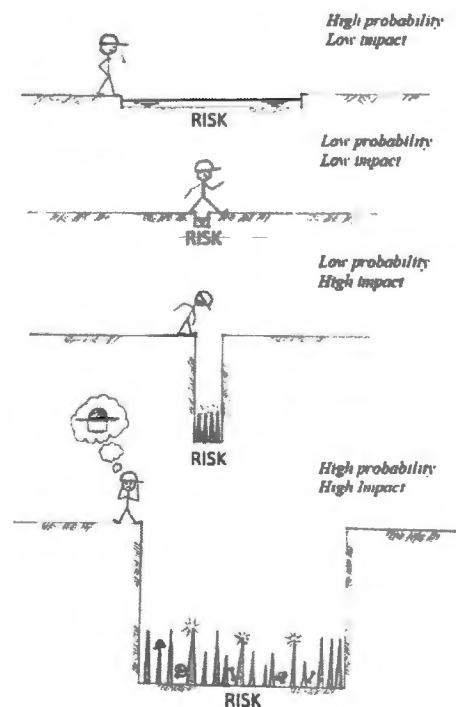
- Phishing and County awareness
  - The most recent phishing campaign was very (too) successful and will need to be addressed with additional training

### Hardware

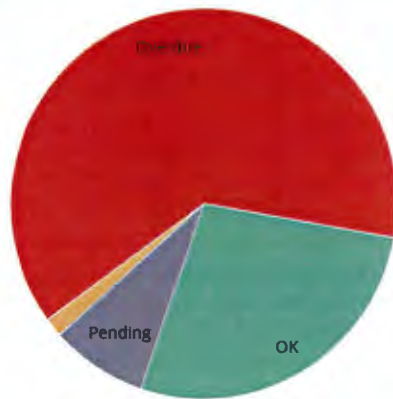
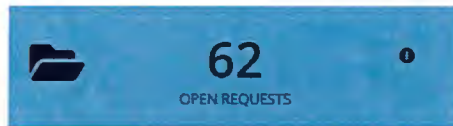
- Replacement hardware for superior court at the Fair Grounds should be installed and setup complete by 1 February, 2022.

### Other Projects

- OnBase
- Contracts
  - Johnson Controls contract
- Inventory –
- Next Request Portal Information



## Current



## Closed



Jan 4, 2022 - Jan 19, 2022

Select a time period ▼



- **Service Desk Issues Last 2 Weeks**
  - 265 = LYTD
  - 162 = Requests received since January 1st
  - 104 = Opened in the last 2 weeks
  - 100 = Closed in the last 2 weeks
  - 41 = Total open or outstanding

## Definitions

ESG – Email Security Gateway

DMS – Document Management System (OnBase)

OCIO = Office of the Chief Information Officer

DAN - Disposition Authority Numbers (Secretary of State retention schedule)

JLARC=Joint Legislative Audit and Review Committee

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

API = Application Program Interface

CJIS = Criminal Justice System Information Systems

PRO=Public Records Officer

NDA=Non-disclosure agreement

EOL=End of Life

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

**ADA=Americans with Disabilities Act**

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

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

**10:45 COUNTY CORRECTIONS**

**Norrie Gregoire**

- a)** Department update and miscellaneous



**DEPARTMENT OF COURT SERVICES  
JUVENILE JUSTICE CENTER  
WALLA WALLA COUNTY**

Norrie Gregoire, Director  
Matt Stroe, Jail Commander  
Keri Weber, Executive Assistant

Norrie Gregoire, Juvenile Court Administrator  
Jon Cassetto, Court Services Manager  
Vacant, Detention Manager  
Kayla Zimmer, Administrative Services Supervisor

To: BOCC  
From: Norrie Gregoire, Director of Corrections/Juvenile Court Administrator  
Date Written: 1/19/2022

**Director's Report for January 24<sup>th</sup>, 2022**

**Board Consent/Action Agenda Item(s):**

- ✓ Consent Items: None.
- ✓ Action Items: None.

**Corrections/Court Services Department Updates:**

- ✓ Service Providers, Programs, Grants & Essential Services
  - Blue Mt. Heart to Heart and The Health Center are collaborating to provide medical services at the Juvenile Detention Center. The transition from Providence to BMH2H has been seamless, and we are very pleased with the services provided for the kids in the facility.
  - BMH2H has provisioned counseling services for adults held at the jail. We have asked for up to four hours per week; therapy is funded by Corrections 1/10<sup>th</sup> budget; first sessions began 1/19 with therapist using telehealth to meet with four individuals that day.
  - Grant proposal approved by the Board for MOUD in Jails (HCA) is due 1/28 and will be submitted. This grant will provide resources for the Jail to move from balloon dosing to daily Medication Assisted Treatment.
- ✓ Facilities, Equipment and Technology
  - Currently operating both facilities with considerable use of OT and support staff filling in as Control Room technicians. Benton-Franklin JJC is interested in signing an MOU allowing us to house each other's juvenile holds. This MOU would benefit all three counties in the event of staffing shortages or other emergent situations.
  - Request to enact Mutual Aid Agreement with WSPen recently was unsuccessful as DOC is facing staff shortages.
  - We now have the ability to order prepackaged cold meals from Correctional Industries in the event the Jail Kitchen cannot operate.
- ✓ Personnel/Training/Recruitment
  - We had three CO applicants wash out in the beginning stages of hiring process this month; we continue to run applicants through PAT and interviews and currently have one CO applicant in background.
  - TJ James has accepted the Juvenile Detention Manager position and is working to recruit applicants. He has plugged himself into the shift schedule to help cover vacancies. Currently one JDO applicant awaiting polygraph. Expected three applicants for recent PAT and none showed. Statewide issue. We have two on medical leave and one likely to depart for law enforcement soon along with three current vacancies.
  - Both Corrections and Court Services continue to have staff out on isolation or quarantine. We recently mandated minimum masking requirements to include 3-ply surgical mask rather than cloth only for anyone entering the Jail/JJC. Site visit conducted at both facilities 1/19 with Dr. K and his team.



a) **Action Agenda Items:**

- 1) Proposal 2022 01-24 Maint Approval to reject all bids received for elevator contract
- 2) Authorize Robert Henry to readvertise bid opening for elevator contract and sign documents related to bid award and contract after review by Prosecuting Attorney office, or utilize state contract

b) Department update and miscellaneous



# MEMO

Date: January 24<sup>th</sup> 2022

Proposal ID. 2022 01-24 Maint

To: BOCC

From: Robert Henry

**Intent – Decision to reject all bids for elevator maintenance**

**Topic – Elevator Maintenance Contract**

## Summary

The county elevators require certified elevator technicians for regular maintenance and repairs. The facilities department went out to bid for this contract, no bids submitted met the requirements of the bid.

## Cost

## Funding

## Alternatives Considered

N/A

## Acquisition Method

N/A

## Security

N/A

## Benefits

An elevator maintenance contract is required in order to operate the county elevators.

## Conclusion/Recommendation

Recommend rejection of all bids for County Elevator Maintenance, and for Robert Henry, Facilities Maintenance Manager, be granted permission to request bids be resubmitted, and sign a contract with the best received bid, or with the DES state contract for elevator maintenance.

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Submitted By

Disposition

☐ Approved

Robert Henry Facilities January 21, 2022

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☐ Approved with modifications

Name Department Date

☐ Needs follow up information

☐ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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## Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update January 24<sup>th</sup> 2022

### Maintenance:

-Work is continuing to make space for the future server room inside the 1<sup>st</sup> floor vault in the courthouse.

### Custodial

-Custodial cleaning with a focus on disinfecting has continued throughout the county.

### Grounds

-Completed cleanup after the snow melt around county buildings.

### Facilities:

-Painting for the Sheriff's Office has moved in to the back hallway

-Large group of shred for old documents past retention requirements was completed.

-January project meeting for old Jail design is complete. 95% drawings on schedule to be ready the 1<sup>st</sup> week in February.

**11:15 DEPARTMENT OF COMMUNITY HEALTH/  
BOARD OF HEALTH**

**Dr. Kaminsky  
Nancy Wenzel**

**a) Action Agenda Items:**

1) Proposal 2022 01-24 DCH Approval to hire for temporary covid positions as needed

**b) COVID-19 update and miscellaneous**



# MEMO

Date: January 19, 2022

Proposal ID: 2022 01-24 DCH

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Gain Approval to Add Temporary Covid Positions as Needed

Topic: COVID Response

## **Summary**

The Department of Community Health has dedicated grant funds available for COVID response. In the past 18 months we have added temporary disease investigator/contact tracer and nursing positions to meet our needs. We have also requested and received approval for a temporary COVID communication staff member, epidemiologist position and a vaccine coordinator position. We strive to be conservative and thoughtful in adding positions and balancing program staff and COVID response. The challenge is as we are navigating response in a rapidly changing environment, we find that we need to add staff quickly. The Department of Community Health would like the opportunity to assess and work with Human Resources to add additional temporary COVID staff as needed. Currently, we need an additional communication staff team member and would like permission for this position today. In the future, we would like to work with Human Resources to assess need and fill temporary COVID response positions as necessary.

## **Cost**

These positions are fully funded by COVID specific grants.

## **Funding**

Department of Health COVID response funding.

## **Alternatives Considered**

N/A

**Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

The ability to assess our COVID response situation and hire as needed will save staff time, especially management time and give the fullest response to an ever-changing pandemic environment.

**Conclusion/Recommendation**

Recommend the BOCC approve an additional temporary COVID communication position. Approve Department of Community Health to hire additional temporary COVID response positions as necessary and approved by Human Resources.

Submitted By

Disposition

Nancy Wenzel, DCH

1-19-2022

☐ Approved

Name

Department

Date

☐ Approved with modifications☐ Needs follow up information☐ Denied

BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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**11:30 COUNTY COMMISSIONERS**

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

**12:00 RECESS**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) Proposal 2022 01-24 HR/RM Approval of agreement with HR Compensation Consultants, LLC for Classification and Compensation Study
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)) and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

**1:45 PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

**2:00 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.*