

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, FEBRUARY 13, 2023**

**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.**

**1:15 P.M. COUNTY COMMISSIONERS**

**Chairman Mayberry**

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) Silence cell phones
- c) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners’ proceedings for February 6 and 7, 2023
  - 2) Resolution – Meeting to consider lease of county property space
  - 3) Payroll action and other forms requiring Board approval
- i) **Action Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ (draws); \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (draw taxes); 4247264 through 4247453 totaling \$862,054.78 and 4247258 through 4247263 totaling \$5,612.58 (travel)
  - 2) Decision on funding for HVAC replacement for Public Works Wiring Closet located at 990 Navion Lane
- j) Miscellaneous business to come before the Board
- k) Review reports and correspondence; hear committee and meeting reports
- l) Review of constituent concerns/possible updates re: past concerns



## APPLICATION TO LEASE COUNTY OWNED PROPERTY/SPACE

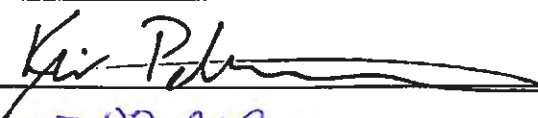
Walla Walla County, Washington

Date 1-30-23 Requestor's Telephone Number(s) 206-612-2700Name (please print) KRIS PETERSONEmail KRIS @ 3KFG.COMTitle or Organization CASH MONEY ATMSAddress 13525 NE 200<sup>TH</sup> ST  
WOODINVILLE WA. 98072

Address/location of County property you are applying to lease (i.e. to lease property/space at 1520 Kelly Place, farm ground generally located on Lewiston Road, etc.)

WALLA WALLA COUNTY COURT HOUSE / TREASURERS OFFICE  
315 W MAIN ST. WALLA WALLA WA. 99362Purpose for which the leased county property will be utilized ATM CASH MACHINE**PROCESS INFORMATION FOR APPLICANT** (extracted from governing state statute, RCW Chapter 36.34):

- A person/entity wishing to lease county property must start the process by making written application or completing this form, to be accompanied by payment of twenty five dollars in cash or certified check
- Once the proper deposit has been received, then the county commissioners will set a date of public meeting at which to consider leasing the property and/or hear any comments regarding leasing the property, and that meeting must be advertised once a week for three weeks prior to the meeting (all required by statute).
- At the conclusion of the meeting, the county commissioners have thirty days to make a decision regarding leasing the property, and enter into a lease thereon.

Signature of Requestor Payment received \$ 25.00 cash (\$25 cash or certified check ONLY)Received by: Jill Munns paid 2/1/23

a) **Bid Opening:**

- 1) One (1) New 4WD Diesel-Powered Chip Spreader
- 2) Emulsified Asphalt
- 3) Hot Mix Asphalt

b) **Consent Agenda Items:**

- 1) Resolution – Annual Road Levy Certification to County Road Administration Board

c) Department update and miscellaneous

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

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

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**RESOLUTION NO. 23**

**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 2023.

Passed this 13<sup>th</sup> day of February, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, 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**



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To: Board of County Commissioners

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

Date: 8 February 2023

Re: Director's Report for the Week of 6 February 2023

**Board Action: 13 February 2023**

**Bid Openings:**

**In the Matter of a Bid Opening – 4WD Diesel Powered Chip Spreader**

**In the Matter of a Bid Opening – Emulsified Asphalt**

**In the Matter of a Bid Opening – Hot Mix Asphalt**

**Consent Agenda Item:**

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

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

- Continuing Authorities Program (CAP) 205 project: Beginning the design phase.

**ENGINEERING:**

- Peppers Bridge Road: Working on final right of way acquisition.
- Fishhook Park Road: Working on design.
- Dell Sharpe Bridge: Working on right of way acquisition.
- Lower Waitsburg Road: Working on design and right of way mapping.
- Wallula Bridge: Held project kick-off meeting with consultant David Evan & Associates.
- Lyons Ferry Road: Working on survey.
- Miscellaneous: Inspecting culverts larger than 36 inches Countywide and surveying stockpile sites county-wide.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Brush cleanup, installing French drain on Lyons Ferry Road.
- South Crew – Bridge repairs and maintenance, blading gravel roads, ditch and culvert cleaning.
- Vegetation & Signs – Sign maintenance, reflectivity inspection and brush clean-up.
- Garage – Routine services and repairs, patrol vehicle up-fit, and build/prepare equipment for summer projects.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Staff, and Engineering meetings.
- Attended our monthly Elected Official/Department Head meeting.
- Conducted our monthly Foreman's and Safety Committee meetings.

a) **Action Agenda Items:**

- 1) Proposal 2023 02-13 DCH-1 Approval of Request for Proposal (RFP) for extreme weather shelter
- 2) Proposal 2023 02-13 DCH-2 Approval of Request for Proposal (RFP) for isolation and quarantine for unsheltered adults
- 3) Proposal 2023 02-13 DCH-3 Approval of Request for Proposal (RFP) for Rural Health Equity Projects
- 4) Proposal 2023 02-13 DCH-4 Approval to add Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Program Assistant Position

b) Department update and miscellaneous



# Proposal

Date: February 1, 2023

Proposal ID: 2023 02-13 DCH-1

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Request for a Proposal (RFP) for Extreme Weather Shelter

Topic: Extreme Weather Shelter

## **Summary**

The Department of Community Health would like to allocate funding from Foundational Public Health Funds for a Request for a Proposal (RFP) for an entity to sponsor and maintain an extreme weather shelter. The goal would be for a local entity to establish an extreme weather shelter that might be sustained by their current work and/or qualify for future community funding.

Proposed RFP includes.

- 1) Approximately \$10,000-\$30,000 for minimal remodel, volunteer incentives and/or staffing, set-up supplies.
- 2) We would set activation criteria.

## **Cost**

There is no cost to county as this will be grant funding.

## **Funding**

Funding will be from our Foundational Public Health Allocation and RFP final dollar amounts will be dependent on our contract funding balance at time of execution.

## **Alternatives Considered**

No other alternatives as this funding has a limited statement of work.

## **Acquisition Method**

N/A



**Security**

N/A

**Access**

N/A

**Risk**

No known risk.

**Benefits**

This will benefit the community by having immediate access to extreme weather shelters. Having an established shelter will also save Department of Community Health staff time.

**Conclusion/Recommendation**

Recommend the BOCC allow DCH to release an RFP for an extreme weather shelter. All contracts will be brought to the BOCC for final approval and execution.

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Submitted By

Nancy Wenzel, DCH

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Name            Department            Date

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Name            Department            Date

Disposition

\_\_\_\_\_ Approved

\_\_\_\_\_ Approved with modifications

\_\_\_\_\_ 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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# Proposal

Date: February 1, 2023

Proposal ID: 2023 02-13 DCH-2

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Request For a Proposal (RFP) for Isolation and Quarantine for Unsheltered Adults

Topic: Isolation and Quarantine for Unsheltered Adults

## **Summary**

The Department of Community Health has a grant to support infection prevention and control for unsheltered individuals that includes isolation and quarantine. At this time, funding is available until December 31, 2023. We are working with the State Department of Health to offer a Request for Proposal to add isolation and quarantine options for our community shelters. Currently, the only isolation and quarantine facility we have is to activate the Providence Southgate facility. Activation at this facility is expensive and requires significant staffing availability for meals and other services. Most of our users of the Southgate facility are unsheltered adults. If we can create isolation and quarantine facilities within congregate shelters this will allow us to have an immediate resource along with supervision of isolated or quarantined individuals.

Proposed RFP includes.

- 1) Approximately \$20,000-\$30,000 for a mobile (nonpermanent) structure such as a trailer/hut with bathroom option or plan for isolation and quarantine. DCH would have first option to isolate and quarantine unsheltered adults at this location.
- 2) Offer up to two (2) minimal remodels of existing facilities to accommodate isolation and quarantine in their facilities. Approximately \$10,000-20,000.

## **Cost**

There is no cost to county as this will be grant funding.

## **Funding**

Funding will be from our Department of Health FFY20 ELC EDE LHJ Allocation and RFP final dollar amounts will be dependent on our contract funding balance at time of execution.

## **Alternatives Considered**

No other alternatives as this funding has a limited statement of work.

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

N/A

## **Risk**

No known risk.

## **Benefits**

This will benefit the community by having immediate access to isolation and quarantine for unsheltered individuals.

## **Conclusion/Recommendation**

Recommend the BOCC allow DCH to release an RFP for isolation and quarantine for unsheltered adults. All contracts will be brought to the BOCC for final approval and execution.

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Submitted By

Nancy Wenzel, DCH

Disposition

\_\_\_ Approved

Name Department Date

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

Name Department Date

\_\_\_ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

Five horizontal lines for additional requirements.



# Proposal

Date: February 2, 2023

Proposal ID: 2023 02-13 DCH-3

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Request for a Proposal (RFP) for Rural Health Equity Projects

Topic: WA DOH Rural Health Equity Grant

## **Summary**

The Walla Walla County Department of Community Health (DCH) was awarded funding by the Washington State Department of Health (DOH) to advance health equity in Walla Walla County and work collaboratively to reduce COVID-19 related health disparities among rural and underserved populations. The Walla Walla County Department of Community Health is now accepting applications for mini grants that serve Walla Walla County residents to support COVID-19 prevention, mitigation, or recovery of high-risk or underserved populations. Projects are intended to be non-clinical in nature and may support broad efforts in behavioral health, recovery, community resilience, etc.

## **Cost**

There is no cost to the county as this will be grant funding.

## **Funding**

Funding will be from our Department of Health Rural Health Equity Grant GVL26653-0 and DCH would like to make \$300,000 (grant total is \$370,000) available for grant projects. The minimum allowable project will be \$30,000 and the maximum set at \$150,000. Projects would start May 1, 2023 and end May 31, 2023.

## **Alternatives Considered**

No other alternatives as this funding has a limited statement of work.

## **Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

No known risk.

**Benefits**

This will benefit the community by helping to address populations that were disproportionately impacted by the COVID-19 pandemic.

**Conclusion/Recommendation**

Recommend the BOCC allow DCH to release an RFP for rural health equity projects. All contracts will be brought to the BOCC for final approval and execution.

Submitted By

Nancy Wenzel, DCH

Name

Department

Date

Name

Department

Date

Disposition

\_\_\_ Approved

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

\_\_\_ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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# Proposal

Date: February 2, 2023

Proposal ID: 2022 02-13 DCH-4

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Gain Approval to Add SNAP-ED Program Assistant

Topic: SNAP-ED Program Assistant, Grant Funded

## **Summary**

The Department of Community Health has funding from the State Department of Health through our Consolidated Contract to complete work in the Supplemental Nutrition Assistance Program-Education (SNAP-Ed). The SNAP-Ed program is a federally funded grant program that supports evidence-based nutrition education and obesity prevention interventions and projects for persons eligible for the Supplemental Nutrition Assistance Program (SNAP) through complementary direct education, multi-level interventions, and community and public health approaches to improve nutrition.

The funding cycle for SNAP-Ed Program Management Region 2 follows the federal year (October-September) and we currently have approximately \$187,000 in funding. DCH has had funding for the SNAP-Ed program for over ten years.

Over the past several years, our SNAP-Ed Coordinator has reduced her hours due to daycare needs and we added a temporary SNAP-Ed Program Assistant to assist in delivery of work. This model has worked well and DCH requests authorization to make the temporary SNAP-Ed Program Assistant a full-time permanent but grant funded position. DCH has encumbered money in our ending fund balance for unemployment for all temporary or grant funded positions. This was necessary due to the amount of temporary COVID employees we were required to hire.

## **Cost**

Salary/Benefits \$81,424

**Funding**

This position will be funding by Department of Health, SNAP-Ed grant funds.

**Alternatives Considered**

N/A

**Risk**

N/A

**Benefits**

The citizens of Walla Walla will benefit by having a permanent, dedicated staff to work on interventions and community and public health approaches to improve nutrition in our community.

**Conclusion/Recommendation**

Recommend the BOCC approve a full-time, permanent grant funded SNAP-Ed Program Assistant position. Recommend the BOCC allow DCH to work with HR to edit existing temporary job description for permanent status as needed while following all approval processes if edits are made to the existing temporary position job description.

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Submitted By			Disposition
Nancy Wenzel, DCH			<input type="checkbox"/> Approved
<hr/>			
Name	Department	Date	<input type="checkbox"/> Approved with modifications
<hr/>			<input type="checkbox"/> Needs follow up information
Name	Department	Date	<input type="checkbox"/> Denied
<hr/>			
		BOCC Chairman	Date

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**Additional Requirements to Proposal**

Modification

Follow Up

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a) **Action Agenda Items:**

- 1) Proposal 2023 02-13 CDD-1 Approval of proposed MOU between Walla Walla County and Pro Made Construction, LLC for reimbursement of review and processing costs (SUB22-007 Huntsman Estates)
- 2) Proposal 2023 02-13 CDD-2 Approval of proposed MOU between Walla Walla County and North Grove, LLC for reimbursement of review and processing costs (SUB22-008 Farmstead PUD)

b) Workshop on Countywide Planning Policies



## Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

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To: Board of County Commissioners **Proposal 2023 02-13 CDD-1**  
From: Lauren Prentice, Director  
Date Prepared: January 31, 2023  
RE: **SUB22-007 Huntsman Estates** – Proposed MOU between Walla Walla County and Pro Made Construction, LLC. for Reimbursement of Review and Processing Costs

### **Intent**

Approval of a Memorandum of Understanding (MOU) between Walla Walla County and Pro-Made Construction, LLC. for review and processing costs associated with development permit applications for Huntsman Estates (file SUB22-007).

### **Attachments**

- A. Proposed Memorandum of Understanding for Huntsman Estates

### **Background**

The Community Development is processing the following development permit applications associated with the proposed Huntsman Estates PUD:

- Preliminary Plat SUB22-007
- Planned Unit Development PUD22-001
- SEPA Environmental Review SEPA22-024

The proposed development is a 507-lot subdivision proposal of approximately 121 acres to be located on Quincy Road in the Burbank Urban Growth Area (UGA). The property is zoned R-96, Suburban Residential (APN 310807510026). Through the PUD process the applicant proposes public amenities such as parks, walkways, and landscaping. The applicant has proposed minimum lot size to be reduced from 9,600 square feet via the PUD standards to 6,300 square feet. The 10-foot side setback is proposed to be reduced to 5 feet and the proposed minimum lot width 63 feet (reduced from 75 feet). The proposed density is 6 dwelling units per acre pursuant to WWCC 17.18.050(D).

Per Walla Walla County Code (WWCC) 3.08.010, applicants of preliminary subdivisions containing more than 50 lots are required to enter a Memorandum of Understanding with the County that includes cost recovery provisions and timelines for review.

The proposed agreement also includes a rough timeline for processing the applications, which starts with a public Notice of Application (February). These applications are subject to Type 3 quasi-judicial application review under WWCC Chapters 14.07 – 14.09; the Hearing Examiner will be the decision maker.

### **Policy Impact**

As stated, WWCC 3.08.010 requires applicants of projects this size to enter an MOU with the County.

**Cost and Source of Funding**

The proposed MOU is for an estimated amount of \$90,000. Reimbursable costs will include staff time, public notification costs, Hearing Examiner fees, and County consultant fees. This is a rough estimate of costs. The proposed agreement requires the applicant to provide the County with a Bank-issued irrevocable letter of credit.

**Disposition:**

- \_\_\_\_\_ Approved
- \_\_\_\_\_ Approved with modifications
- \_\_\_\_\_ Needs follow up information
- \_\_\_\_\_ Denied

\_\_\_\_\_

BOCC Chairman

\_\_\_\_\_

Date

**Memorandum of Understanding Between  
Walla Walla County and Pro Made Construction, LLC. for Reimbursement  
of Review and Processing Costs and for Timelines  
for the Processing of Development Permit Applications for Huntsman Estates PUD**

**1. Introduction**

1.1 This agreement for reimbursement of costs and fees for review and processing costs, pursuant to Walla Walla County Code (WWCC) Section 3.08.010, is entered into on February \_\_, 2023, between Walla Walla County ("County") and Pro Made Construction, LLC.

1.2. This agreement includes a schedule for project review, in order to provide predictability for the parties regarding when regulatory services will occur and when reimbursement will be due. The County will make good faith efforts to achieve these timelines; however, nothing in this agreement will abrogate or limit the County's inherent police powers, including its authority to require reasonable standards for development pursuant to WWCC Titles 16, 17 and 18.

1.3 Nothing in this agreement shall be construed as obligating the Board of County Commissioners, staff, or the Hearing Examiner, acting in their legislative, contractual, and quasi-judicial capacities, to approve the applications submitted by Pro Made Construction, LLC.

1.4 The following exhibit is attached to this agreement:

Exhibit A. Legal Description for Huntsman Estates PUD property

**2. Recitals**

2.1 Pro Made Construction, LLC is submitting development applications (preliminary plat, critical areas permit, and planned unit development) to Walla Walla County for review under the County's subdivision and zoning regulations, and other applicable development regulations.

2.2 Processing these applications may require technical services not currently available from County staff. Additional, processing via the Type 3 Review process will require Hearing Examiner services. This Memorandum of Understanding provides for reimbursement of review costs associated with processing these applications ("Review Costs") in order to efficiently process the applications without impairing the County's ability to provide normal services to its other citizens.

2.3 While providing Pro Made Construction, LLC the services necessary to efficiently process its applications, the County is mindful of its duties required by law and its responsibilities to provide services to other citizens.

2.4 In order to provide guidance to the County and Pro Made Construction, LLC regarding when regulatory services will be provided and reimbursement will be due, this Memorandum of Understanding includes timelines which the County will make good faith efforts to achieve in processing the applications. This Memorandum of Understanding sets forth dates which County staff will strongly recommend for hearings on the applications by the responsible reviewing bodies and officers.

2.5 Pro Made Construction, LLC is committed to paying costs, fees and expenses incurred by the County for services provided by professional consultant positions which may be needed by certain County staff, in order to compensate the County for such Review Costs and thereby avoid causing adverse financial impacts to existing residents of the County.

2.6 Consultants funded by Pro Made Construction, LLC pursuant to this Agreement must work under the direct authority and control of the County, and nothing in the Agreement shall be construed as abrogating or limiting in any way the County's duty and ability to remain independent, the County's control over regulatory processes in accordance with law, and the County's duty to be impartial and not be subject to any improper influence in the exercise of its governmental and proprietary functions in permit processing and its other duties to its constituents and the law.

2.7 The Parties agree that the following Reimbursement Schedule shall govern, and that the County will make good faith efforts to adhere to the following Timeline Schedule.

### **3. Reimbursement Schedule**

3.1 Pro Made Construction, LLC agrees to reimburse the County for Review Costs associated with development applications it submits to the County.

3.2 The County shall submit monthly, itemized invoices to Pro Made Construction, LLC for all reimbursable Review Costs. Pro Made Construction, LLC shall not unreasonably deny payment.

3.3 This agreement is for reimbursement to the County for costs related to the Huntsman Estates PUD preliminary plat, SEPA environmental review, critical areas permit, and planned unit development applications, which the County estimates a fee not to exceed \$90,000. At such time that it appears that the estimated amount will be exceeded, the Community Development Department Director and representatives of Pro Made Construction, LLC will meet to discuss an amendment to this Memorandum of Understanding. If an amendment cannot be agreed upon, processing of the proposed Huntsman Estates PUD preliminary plat, critical areas permit, SEPA environmental review, and planned unit development applications will cease. Regardless of the estimate, the applicant agrees to pay any reasonable costs connected to this application.

3.4 Pro Made Construction, LLC shall provide the County with a Bank-Issued irrevocable letter of credit, naming the County as beneficiary, in a form approved by the Prosecuting Attorney, for the amount of \$45,000. The County shall have the right to collect from the letter of credit should Pro Made Construction, LLC fail to make timely payment under this Agreement.

3.5 In the event of a dispute relating to the Reimbursement the parties agree to meet within 14 days upon written notice by either of the parties, or at any other mutually agreed upon time, to negotiate in good faith to resolve the dispute. Both parties shall send persons with authority to resolve the dispute. The County's designee shall be the Director of Community Development; and no other person, acting outside the authority of an Enactment of a Resolution of the Board of County Commissioners, shall have the authority to bind the County to



such an agreement. Any resolution to such a dispute shall be made in writing, and execution of such a dispute resolution must be made by the Board of County Commissioners. If the parties are not able to reach a resolution within seven days of the first meeting, the parties agree to refer the matter to the Board of County Commissioners for consideration and a decision, or if the parties agree, to a third party for arbitration.

3.6 If Pro Made Construction, LLC elects to terminate application processing, Walla Walla County agrees to terminate this Memorandum of Understanding, upon written notice by Pro Made Construction, LLC. The County will promptly terminate application review upon receiving such written notice. Pro Made Construction, LLC will be responsible for any costs incurred.

3.7 If Pro Made Construction, LLC fails to pay in a timely manner any review cost, then the County may immediately suspend processing of the applications. The County may utilize any remedy available by law, including but not limited to, placing a lien on the subject property listed on Exhibit A.

#### **4. Timeline Schedule:**

4.1 Pro Made Construction, LLC is providing for reimbursement of Review Costs to ensure the County has adequate resources to review its application. With such reimbursement, the parties agree it is important to commit to a reasonable development application review schedule. Staff will make all reasonable efforts to meet these deadlines, including issuing the necessary public notices in a timely fashion. However, nothing in the timeline schedule shall limit the County's inherent police powers, including but not limited to, the County's authority or duty to request further information, to review any additional information submitted by the applicant, to address any new information, including any information brought to light by a third party, or to request further environmental analysis, including but not limited to, an Environmental Impact Statement. Such an exercise of police powers may delay the timeline stated below.

#### **4.2 Proposed Timeline.**

1. Issue Notice of Application and district for agency and public review – February 2023
2. SEPA Threshold Determination: March - 2023
2. Public Hearing by Hearing Examiner for Preliminary Plat, Critical Areas Permit, and Planned Unit Development: April 2023

4.3 If County staff or any other County entity requires additional time than that stated in section 4.2, the County will comply with WWCC 14.09.090. The applicant shall be given prompt written notice of the reason for any delay by the Director of Community Development, and notification of any additional materials required.

**5. Execution:** The Agreement may be executed in counterparts, may be amended only by written agreement of the parties and may not be assigned by a party without the written consent of the other party.

**6. Entire Agreement:** This Memorandum of Understanding represents the entire agreement and understanding between the parties with respect to the reimbursement of costs and timelines for the Huntsman Estate preliminary plat and planned unit development applications, and any negotiations, proposals or agreements are intended to be integrated herein and to be superseded by this written Memorandum of Understanding.

**7. Liability:** In accordance with WWCC 14.09.090, the County shall not be liable for any damages which may result from the failure to issue a timely notice of final decision.

**8. Signatures**

\_\_\_\_\_  
Peter Strizhak, Member  
Pro Made Construction, LLC  
Real Property Owner of Proposed Site

Dated \_\_\_\_\_

STATE of \_\_\_\_\_ COUNTY of \_\_\_\_\_  
Before me this day of, 2023 appeared \_\_\_\_\_ to me personally known, who executed the attached document. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023

My commission expires \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_, residing in \_\_\_\_\_.

Approved by County action on \_\_\_\_\_

WALLA WALLA COUNTY

\_\_\_\_\_  
Jennifer (Jenny) R. Mayberry, Chair  
Board of Walla Walla County Commissioners

Dated \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney

Dated \_\_\_\_\_

**EXHIBIT A: Legal Description**  
**SUB22-007 – Huntsman Estates**

**PARCEL 310712510026**

LOT 4 OF SHORT PLAT RECORDED JULY 22, 1999 IN VOLUME 3, PAGE 225 OF SHORT PLATS,  
UNDER AUDITOR'S FILE NO. 9908538, RECORDS OF WALLA WALLA COUNTY, WASHINGTON.



# Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

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To: Board of County Commissioners **Proposal 2023 02-13 CDD-2**  
From: Lauren Prentice, Director  
Date Prepared: January 31, 2023  
RE: **SUB22-008 Farmstead PUD** – Proposed MOU between Walla Walla County and North Grove, LLC. for Reimbursement of Review and Processing Costs

## **Intent**

Approval of a Memorandum of Understanding (MOU) between Walla Walla County and North Grove, LLC. for review and processing costs associated with development permit applications for Farmstead PUD (file SUB22-008).

## **Attachments**

- A. Proposed Memorandum of Understanding for Farmstead PUD

## **Background**

The Community Development is processing the following development permit applications associated with the proposed Farmstead PUD:

- Preliminary Plat SUB22-008
- Planned Unit Development PUD22-002
- SEPA Environmental Review SEPA22-025

The proposed development is a 446-lot subdivision proposal of approximately 101 acres to be located between Quincy Road and Hanson Loop Road in the Burbank Urban Growth Area (UGA). The property is zoned R-96, Suburban Residential (APN 300812510092, 300812510091, 300812510090, and 300812520602). Through the PUD process the applicant proposes public amenities such as park dedications, walkways, and landscaping. The applicant has proposed minimum lot sizes to be reduced from 9,600 square feet via the PUD standards to 6,500 square feet (Phase 1), 4,560 square feet (Phase 2), and 8,400 square feet (Phase 3). The 10-foot side setback is proposed to be reduced to 5 feet and the proposed lot widths are 48 to 65 feet (reduced from 75 feet). The proposed density is 6 dwelling units per acre pursuant to WWCC 17.18.050(D).

Per Walla Walla County Code (WWCC) 3.08.010, applicants of preliminary subdivisions containing more than 50 lots are required to enter a Memorandum of Understanding with the County that includes cost recovery provisions and timelines for review.

The proposed agreement also includes a rough timeline for processing the applications, which starts with a public Notice of Application (February). These applications are subject to Type 3 quasi-judicial application review under WWCC Chapters 14.07 – 14.09; the Hearing Examiner will be the decision maker.

## **Policy Impact**

As stated, WWCC 3.08.010 requires applicants of projects this size to enter an MOU with the County.

**Cost and Source of Funding**

The proposed MOU is for an estimated amount of \$90,000. Reimbursable costs will include staff time, public notification costs, Hearing Examiner fees, and County consultant fees. This is a rough estimate of costs. The proposed agreement requires the applicant to provide the County with a Bank-issued irrevocable letter of credit.

**Disposition:**

- Approved
- Approved with modifications
- Needs follow up information
- Denied

---

BOCC Chairman

Date

**Memorandum of Understanding Between  
Walla Walla County and North Grove, LLC. for Reimbursement  
of Review and Processing Costs and for Timelines  
for the Processing of Development Permit Applications for Farmstead PUD**

**1. Introduction**

1.1 This agreement for reimbursement of costs and fees for review and processing costs, pursuant to Walla Walla County Code (WWCC) Section 3.08.010, is entered into on February \_\_, 2023, between Walla Walla County ("County") and North 44 Grove, LLC.

1.2. This agreement includes a schedule for project review, in order to provide predictability for the parties regarding when regulatory services will occur and when reimbursement will be due. The County will make good faith efforts to achieve these timelines; however, nothing in this agreement will abrogate or limit the County's inherent police powers, including its authority to require reasonable standards for development pursuant to WWCC Titles 16, 17 and 18.

1.3 Nothing in this agreement shall be construed as obligating the Board of County Commissioners, staff, or the Hearing Examiner, acting in their legislative, contractual, and quasi-judicial capacities, to approve the applications submitted by North 44 Grove, LLC.

1.4 The following exhibit is attached to this agreement:

Exhibit A. Legal Description for Farmstead PUD property

**2. Recitals**

2.1 North 44 Grove, LLC is submitting development applications (preliminary plat, critical areas permit, and planned unit development) to Walla Walla County for review under the County's subdivision and zoning regulations, and other applicable development regulations.

2.2 Processing these applications may require technical services not currently available from County staff. Additional, processing via the Type 3 Review process will require Hearing Examiner services. This Memorandum of Understanding provides for reimbursement of review costs associated with processing these applications ("Review Costs") in order to efficiently process the applications without impairing the County's ability to provide normal services to its other citizens.

2.3 While providing North 44 Grove, LLC the services necessary to efficiently process its applications, the County is mindful of its duties required by law and its responsibilities to provide services to other citizens.

2.4 In order to provide guidance to the County and North 44 Grove, LLC regarding when regulatory services will be provided and reimbursement will be due, this Memorandum of Understanding includes timelines which the County will make good faith efforts to achieve in processing the applications. This Memorandum of Understanding sets forth dates which County staff will strongly recommend for hearings on the applications by the responsible reviewing bodies and officers.

2.5 North 44 Grove, LLC is committed to paying costs, fees and expenses incurred by the County for services provided by professional consultant positions which may be needed by

certain County staff, in order to compensate the County for such Review Costs and thereby avoid causing adverse financial impacts to existing residents of the County.

2.6 Consultants funded by North 44 Grove, LLC pursuant to this Agreement must work under the direct authority and control of the County, and nothing in the Agreement shall be construed as abrogating or limiting in any way the County's duty and ability to remain independent, the County's control over regulatory processes in accordance with law, and the County's duty to be impartial and not be subject to any improper influence in the exercise of its governmental and proprietary functions in permit processing and its other duties to its constituents and the law.

2.7 The Parties agree that the following Reimbursement Schedule shall govern, and that the County will make good faith efforts to adhere to the following Timeline Schedule.

### **3. Reimbursement Schedule**

3.1 North 44 Grove, LLC agrees to reimburse the County for Review Costs associated with development applications it submits to the County.

3.2 The County shall submit monthly, itemized invoices to North 44 Grove, LLC for all reimbursable Review Costs. North 44 Grove, LLC shall not unreasonably deny payment.

3.3 This agreement is for reimbursement to the County for costs related to the Farmstead PUD preliminary plat, critical areas permit, SEPA environmental review, and planned unit development applications, which the County estimates a fee not to exceed \$90,000. At such time that it appears that the estimated amount will be exceeded, the Community Development Department Director and representatives of North 44 Grove, LLC will meet to discuss an amendment to this Memorandum of Understanding. If an amendment cannot be agreed upon, processing of the proposed Farmstead PUD preliminary plat, critical areas permit, SEPA environmental review, and planned unit development applications will cease. Regardless of the estimate, the applicant agrees to pay any reasonable costs connected to this application.

3.4 North 44 Grove, LLC shall provide the County with a Bank-Issued irrevocable letter of credit, naming the County as beneficiary, in a form approved by the Prosecuting Attorney, for the amount of \$45,000. The County shall have the right to collect from the letter of credit should North 44 Grove, LLC fail to make timely payment under this Agreement.

3.5 In the event of a dispute relating to the Reimbursement the parties agree to meet within 14 days upon written notice by either of the parties, or at any other mutually agreed upon time, to negotiate in good faith to resolve the dispute. Both parties shall send persons with authority to resolve the dispute. The County's designee shall be the Director of Community Development; and no other person, acting outside the authority of an Enactment of a Resolution of the Board of County Commissioners, shall have the authority to bind the County to such an agreement. Any resolution to such a dispute shall be made in writing, and execution of such a dispute resolution must be made by the Board of County Commissioners. If the parties are not able to reach a resolution within seven days of the first meeting, the parties agree to refer the matter to the Board of County Commissioners for consideration and a decision, or if the parties agree, to a third party for arbitration.

3.6 If North 44 Grove, LLC elects to terminate application processing, Walla Walla County agrees to terminate this Memorandum of Understanding, upon written notice by North 44

Grove, LLC. The County will promptly terminate application review upon receiving such written notice. North 44 Grove, LLC will be responsible for any costs incurred.

3.7 If North 44 Grove, LLC fails to pay in a timely manner any review cost, then the County may immediately suspend processing of the applications. The County may utilize any remedy available by law, including but not limited to, placing a lien on the subject property listed on Exhibit A.

#### **4. Timeline Schedule:**

4.1 North 44 Grove, LLC is providing for reimbursement of Review Costs to ensure the County has adequate resources to review its application. With such reimbursement, the parties agree it is important to commit to a reasonable development application review schedule. Staff will make all reasonable efforts to meet these deadlines, including issuing the necessary public notices in a timely fashion. However, nothing in the timeline schedule shall limit the County's inherent police powers, including but not limited to, the County's authority or duty to request further information, to review any additional information submitted by the applicant, to address any new information, including any information brought to light by a third party, or to request further environmental analysis, including but not limited to, an Environmental Impact Statement. Such an exercise of police powers may delay the timeline stated below.

#### **4.2 Proposed Timeline.**

1. Issue Notice of Application and district for agency and public review – February 2023
2. SEPA Threshold Determination: March 2023
3. Public Hearing by Hearing Examiner for Preliminary Plat, Critical Areas Permit, and Planned Unit Development: April 2023

4.3 If County staff or any other County entity requires additional time than that stated in section 4.2, the County will comply with WWCC 14.09.090. The applicant shall be given prompt written notice of the reason for any delay by the Director of Community Development, and notification of any additional materials required.

**5. Execution:** The Agreement may be executed in counterparts, may be amended only by written agreement of the parties and may not be assigned by a party without the written consent of the other party.

**6. Entire Agreement:** This Memorandum of Understanding represents the entire agreement and understanding between the parties with respect to the reimbursement of costs and timelines for the preliminary plat and planned unit development applications, and any negotiations, proposals or agreements are intended to be integrated herein and to be superseded by this written Memorandum of Understanding.

**7. Liability:** In accordance with WWCC 14.09.090, the County shall not be liable for any damages which may result from the failure to issue a timely notice of final decision.



**8. Signatures**

\_\_\_\_\_  
Brad Beauchamp, Member  
North 44 Grove, LLC  
Real Property Owner of Proposed Site

\_\_\_\_\_  
Dated

STATE of \_\_\_\_\_ COUNTY of \_\_\_\_\_  
Before me this day of, 2023 appeared \_\_\_\_\_ to me personally known, who  
executed the attached document. Witness my hand and official seal this \_\_\_\_\_ day of \_  
\_\_\_\_\_, 2023

My commission expires \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_, residing in \_\_\_\_\_.

Approved by County action on \_\_\_\_\_

WALLA WALLA COUNTY

\_\_\_\_\_  
Jennifer (Jenny) R. Mayberry, Chair  
Board of Walla Walla County Commissioners

\_\_\_\_\_  
Dated

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Dated

**EXHIBIT A: Legal Description**  
**SUB22-008 – Farmstead PUD**

**PARCEL 300812510090**

LOT 2 OF SHORT PLAT RECORDED IN BOOK 5 OF SHORT PLATS, PAGE 2, UNDER AUDITOR'S FILE NUMBER 2009-10050 ON OCTOBER 8TH 2009 RECORDS OF WALLA WALLA COUNTY, WASHINGTON.

**PARCEL 300812510091**

LOT 3 OF SHORT PLAT RECORDED IN BOOK 5 OF SHORT PLATS, PAGE 2, UNDER AUDITOR'S FILE NUMBER 2009-10050 ON OCTOBER 8TH 2009 RECORDS OF WALLA WALLA COUNTY, WASHINGTON.

**PARCEL 300812510092**

LOT 4 OF SHORT PLAT RECORDED IN BOOK 5 OF SHORT PLATS, PAGE 2, UNDER AUDITOR'S FILE NUMBER 2009-10050 ON OCTOBER 8TH 2009 RECORDS OF WALLA WALLA COUNTY, WASHINGTON.

**PARCEL 300812520602**

LOT 2 OF BLOCK 6 OF COLUMBIA VIEW ADDITION #4.

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INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE  
COUNTYWIDE PLANNING POLICIES UPDATE

1. Parties

1.1 The County of Walla Walla (County) is a Washington County organized under the laws of the State of Washington.

1.2 The City of Waitsburg (Waitsburg) is a city organized under a Washington territorial charter.

1.3 The City of Prescott (Prescott) is a code city organized under the laws of the State of Washington.

1.4 The City of Walla Walla (Walla Walla) is a non-chartered code city organized under the laws of the State of Washington.

1.5 The City of College Place (College Place) is a non-chartered code city organized under the laws of the State of Washington.

2. Purpose

2.1 Walla Walla County is required to adopt countywide planning policies in cooperation with the cities located within its boundaries.

2.2 The parties wish to collaborate to review, and if necessary, update countywide planning policies pursuant to RCW 36.70A.210. The countywide planning policies provide the framework from which the comprehensive plans of each jurisdiction are developed and adopted. Per WAC 365-196-305, "The primary purpose of county-wide planning policies is to ensure consistency between the comprehensive plans of counties and cities sharing a common border or

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related regional issues. Another purpose of county-wide planning policies is to facilitate the transformation of local governance in the urban growth area, typically through annexation to or incorporation of a city, so that urban governmental services are primarily provided by cities and rural and regional services are provided by counties.”

2.3 The parties have determined that the residents of each jurisdiction would benefit from a cooperative and collaborative review of the current countywide planning policies. If necessary, based upon the parties review of the current countywide planning policies, the countywide planning policies should be updated prior to each jurisdiction conducting a periodic review of their comprehensive plans and development regulations which must be done by June 30, 2026, pursuant to RCW 36.70A.040. Additionally, the parties wish to review and, if necessary after review, update the countywide planning policies prior to the next urban growth area (UGA) review by the County, which is unscheduled but will next occur between 2024 or in conjunction with the June 30, 2026 periodic update. A cooperative and collaborative planning effort is required pursuant to RCW 36.70A.210.

2.4 This Agreement sets forth mutually agreed-upon goals, an administrative structure with identified tasks and responsibilities necessary for collaborative review of the countywide planning policies, pooling and agreed use of funding from the cities of Walla Walla and College Place and Walla Walla County, and providing for additional funding that may be required.

2.5 Nothing in this Agreement requires the County to adopt any particular policy or shall be construed to alter the land-use powers of cities.

### 3. Duration

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3.1 This Agreement shall be in effect for the period commencing on the date it is approved by all of the parties, and expiring one year from the date of execution of this interlocal by all parties. The term of this Agreement may be extended for one additional year by mutual agreement of all parties, if necessary to complete work referenced in paragraph 2.2 above. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The chair of the Board of County Commissioners and the executive officer of each other party are authorized to approve and execute such a one year extension without further authorization from the legislative body of each party.

## 4. Goals

4.1 It is a goal of the parties to review, and if necessary revise and adopt revised countywide planning policies to meet the requirements of Chapter 36.70A.210 RCW and WAC 365-196-305.

4.2 It is a goal of the parties to conduct a gap analysis to ensure consistency between the countywide planning policies, other planning efforts, guidance, administrative codes, and laws including but not limited to Chapter 36.70A, the Walla Walla Regional Housing Action Plan (HAP), July 2021, and the Walla Walla Metropolitan Planning Organization 2045 Plan.

4.3 It is a goal of the parties to pool and jointly use funds contributed by the cities of Walla Walla and College Place and Walla Walla County to conduct the scope of work, including environmental review under SEPA, and thereafter, to the extent available, to satisfy administrative and other costs.

4.4 It is a goal of the parties to develop a framework for reviewing and amending

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countywide planning policies now and into the future as well as timely adopt the revised countywide planning policies developed under this interlocal agreement by all jurisdictions in accordance with the requirements of Chapter 36.70A RCW and WAC 365-196-305, and Section 15 of the Countywide Planning Policies.

## 5. Administrative structure.

This Agreement does not establish a separate legal entity. It designates a project lead and provides for a joint advisory board (Project Management Team) to oversee the review, and if necessary, drafting of proposed amendments to the countywide planning policies.

5.1 Project administrator. The Community Development Department Director for Walla Walla County (Department) is designated as the administrator for any and all funds received or made available to the parties through the interlocal agreement to review, and if necessary revise and propose updated countywide planning policies. The Department shall consider the advice of the Project Management Team and each party regarding the content of interlocal agreement and use of funds.

### 5.1.1 Consultant and professional services

The Department is authorized to use funds to retain and contract with consultants and other professionals for services required to review and revise updated countywide planning policies. The consultant selection decision rests with the Project Management Team and each party regarding the selection and hiring of consultants and other professionals. This interlocal agreement permits the Project Management Team to negotiate a scope of work and budget not to exceed \$100,000 for the selected consultant team.

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## 5.1.2 Funding

Funds shall be used to pay for the consultant team that will assist the Project Management Team in reviewing and amending the countywide planning policies and any necessary analysis or studies, to meet the requirements of Chapter 36.70A RCW.

## 5.1.3 Billing method and process

Invoices shall be sent to the cities of Walla Walla and College Place monthly for their share of the project costs not to exceed 1/3 for each entity of the project costs.

## 5.2 Project Management Team

The development and drafting of proposed amendments to the countywide planning policies shall be overseen by a project management team. The team will prepare recommendations for consideration by the County and cities via the processes described in 5.3 and 6 below. Each party may appoint a maximum of three members to the project management team and shall make provision for an alternate member to serve in the event that its appointed member(s) is unavailable or unable to serve.

Decision making by the project management team should be collaborative and by consensus. However, in the event of impasse or disagreement, a decision may be made by a majority of the members of the project management team.

5.2.1 The project management team shall coordinate and cooperate with the Washington State Department of Commerce Growth Management Services.

5.2.2 The project management team shall develop an agreed-upon scope of work. Each party may have unique needs based on existing land use, prior planning or data collection,

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political framework, or other situations. Those needs will be addressed in the final scope of work, which shall include the following:

1. Gap Analysis – Ensure consistency between the CPPs and other planning efforts, guidance, and laws by completing a gap analysis. This process should also identify structural and substantive changes which would make the document more user friendly, and additional chapters/policies (i.e., Climate Change) that may not be required, but may be beneficial for consideration.
2. Public Participation Plan – Ensuring adequate opportunities for stakeholder and public input on proposed amendments including public meetings.

5.2.3 The project management team jointly with the consultant shall provide for public participation and opportunities for stakeholder and public input in the development of the team's recommendations.

5.2.4 The project management team shall make decisions needed to develop, draft and timely prepare recommendations in accordance with this agreement's timeframes.

5.2.4.1 The project management team shall submit a draft countywide planning policies to each party with reasonable time for all parties to consider and propose revisions prior to circulation of a final draft or drafts for approval.

5.2.4.2 The parties agree to propose revisions to any draft amendments to allow for timely final approval of a final draft or drafts.

5.2.5 The project management team shall come to consensus regarding the selection and hiring of consultants and other professionals. Under the direction of the project



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management team, the Department shall supervise and direct any consultants and other professionals who are retained.

5.2.6 The Department and project management team will communicate via in-person meetings, telephone, or email to relay information, answer questions, or raise concerns. All members will respond promptly to communications. The Department will ensure that information related to the project is timely provided to the members.

5.2.7 The Department (can be through the consultant team) will cause to be distributed to each member an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.

5.2.8 The Department will keep the official project records and make them available to the project management team. Project records shall be made available for public inspection in accordance with law.

5.3 Proposed amendments to the Countywide Planning Policies, once recommended by the project management team, shall be subject to the following procedures:

5.3.1 SEPA. Walla Walla County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.

5.3.2 Walla Walla County Board of County Commissioner Review. The Board of County Commissioners will invite the Project Management Team to a public meeting to discuss the draft countywide planning policy amendments. The Board of County Commissioners will vote whether or not to send the final draft countywide planning policy amendments to the cities for review and approval. The Board may amend the final draft countywide planning policy

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amendments after consultation with the project management team prior to sending the amendments to the cities for review and approval.

5.3.3 City approval process. Within 90 days of the Board of County Commissioners' vote, the respective city legislative authorities must act upon final draft countywide planning policy amendments.

City approval means a vote by the legislative authority to approve or disapprove the final draft countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

If a city does not notify the Department Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

## 6. Countywide Planning Policy final approval

6.1 Following approval of the draft countywide planning policy amendments under subsection 5.3.3 above, the Board of County Commissioners shall conduct a public hearing and may adopt or not adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the Board of County Commissioners adoption process.

6.2 In the event that any of the cities vote to disapprove the final draft countywide planning policy amendments, the County will not take any action on the final draft countywide planning policy amendments until after the expiration of this Agreement.

## 7. Funding

7.1 Countywide Planning Policies Update. The parties reasonably expect that any

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proposed amendments to the countywide planning policies can be completed for the proposed budget. The parties also understand however that there may be initial costs that are not covered by the proposed funding and that unforeseen circumstances could result in cost overruns.

7.1.1 The parties agree that the County and the cities of Walla Walla and College Place are responsible each for 1/3 of any cost overruns. The project administrator will regularly update the project management team on the consultant use of funds and provide notice of any potential cost overruns before such costs are incurred.

7.1.2 The parties agree that the County will bill the cities of Walla Walla and College Place monthly for their 1/3 share of the consultant contract.

7.1.3 The Parties agree that, in recognition of financial uncertainty, should any party's financial position significantly change, said party is not obligated to appropriate additional funding to fulfill this agreement. The Parties agree to consider funding alternatives, including but not limited to deferred payments or reimbursements. The Parties agree to cooperate fully in seeking third-party funding such as grants to fulfill this Agreement.

## 8. Property

8.1 This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

## 9. Termination of Agreement.

Any party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination. Termination of participation shall not entitle a party to assert any claim to unexpended funds. Any terminating party shall continue to be

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entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

10. Independent contractors.

The parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties. Each party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any party an employee of any other party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

11. Hold harmless.

It is understood and agreed that each party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

12. Attorney fees.

All parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

13. Assignment.

No party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective

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rights or obligations under this Agreement without the prior written consent of the other parties.

14. Third party beneficiaries.

The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The parties do not intend to create any third-party beneficiary to this Agreement.

15. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a party at its address of its principal governmental office in care of its official clerk.

16. Waiver.

No waiver by any party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

17. Entire agreement.

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

18. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties.

19. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which

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shall be deemed an original, and all of which together shall constitute one and the same instrument.

## 20. Execution and filing.

The parties agree that there shall be four (4) duplicate originals of this Agreement prepared and distributed for signature by the necessary officials of each party. Each party who executes this Agreement shall cause two executed originals to be returned to the Department, who shall date it below. The Clerk of the Board of County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040. Upon posting of a copy on the County's website, such signed original shall constitute an agreement binding upon the parties.

## 21. Ratification.

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and confirmed.

## 22. Severability.

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

## 23. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

## 24. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior

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Court of the State of Washington for Walla Walla County.

25. Nothing in this Agreement shall be construed to alter the County's statutory authority to amend, deny or approve proposed countywide planning policy amendments, or the Cities' right to appeal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF WALLA WALLA

\_\_\_\_\_  
CHAIR OF BOARD OF WALLA WALLA  
COUNTY COMMISSIONERS

COUNTY OF WALLA WALLA

\_\_\_\_\_  
WALLA WALLA COUNTY  
COMMISSIONER

COUNTY OF WALLA WALLA

\_\_\_\_\_  
WALLA WALLA COUNTY  
COMMISSIONER

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CITY OF PRESCOTT

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MAYOR

CITY OF WAITSBURG

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MARTY DUNN  
MAYOR

CITY OF WALLA WALLA

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ELIZABETH CHAMBERLAIN  
CITY MANAGER

CITY OF COLLEGE PLACE

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NORMA HERNANDEZ  
MAYOR



- 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 2023 02-13 HR/RM Requesting clarification regarding Pay Framework #2 – Chief Deputies and Pay Framework #3 – Prosecuting Attorney Office
- 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))

**2:30 PROSECUTING ATTORNEY**

**Gabriel Acosta/Jesse Nolte**

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

**2:45 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.*